

CITY OF NATIONAL CITY



**MEMORANDUM
OF
UNDERSTANDING**

BETWEEN

CITY OF NATIONAL CITY
CALIFORNIA

and

NATIONAL CITY
FIREFIGHTERS' ASSOCIATION

AGREEMENT PERIOD

JANUARY 1, 2022 - DECEMBER 31, 2024

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ARTICLE 1 – RECOGNITION/IMPLEMENTATION

Section 1 Recognition

The National City Firefighters' Association is the exclusive representative of probationary and career employees in the following classes:

- ➔ Firefighter
- ➔ Fire Engineer
- ➔ Fire Captain
- ➔ Battalion Chief
- ➔ Deputy Fire Marshal

Section 2 Implementation

This Memorandum constitutes a mutual recommendation to be jointly submitted to the City Council of National City. It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

- a) The City Council acts, by majority vote, to formally approve and adopt said Memorandum.
- b) The City Council acts to appropriate the necessary funds required to implement the provisions of this Memorandum that require funding.
- c) The City Council acts in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this Agreement.

ARTICLE 2 – WORK WEEK

The City agrees to cooperate with the Firefighters' Local 2744 to retain the fifty-six (56) hour work week for Fire Suppression personnel, and the forty (40) hour work week for Staff personnel. The City agrees to meet and confer with the Firefighter's Local 2744 prior to making adjustments to the twenty-four (24) hour duty shift.

- (A) **Fire Suppression** - Fifty-six (56) hours shall constitute the normal work week for personnel assigned to this division. The normal shift length for personnel assigned to this division shall be twenty-four (24) hours. The normal shift change shall occur at 0800 (8:00 a.m.). Sunday routine shall be as follows: The hours from 0800 to 1300 hours shall be regular operations. After 1300 hours shall be considered stand by time and operations personnel are not expected to perform work of a non-emergency nature.
- (B) **Forty Hour Assignment** - Forty (40) hours shall constitute the normal work week for personnel temporarily assigned to the operations, prevention or administration divisions. The normal work day for personnel assigned to this division shall be eight (8) hours, and begin at 0800 (8:00 a.m.) daily. Such assignment shall not exceed twelve (12) months, except for those positions designed and filled as permanent 40-hour assignments or with the consent of the temporarily assigned employee and approval of the Chief.
- (C) **9/80 Assignment** - Employees on a forty hour assignment are eligible to participate in the “Alternative 9/80 Work Schedule” if approved by the Fire Chief or designee. The parties agree that 9/80 alternative work schedule will continue to be monitored and the City retains the right to discontinue the 9/80 schedule so long as the City provides the employee and FFA with thirty (30) days advance notice and provides FFA with a reasonable opportunity to meet and confer on the change.

The standard work schedule for an employee on 9/80 work schedule shall be nine (9) hour days four days per calendar week plus one eight (8) hour Friday once every two calendar weeks. The work week is a 168 hour (i.e. seven 24-hour periods) commencing at the mid-point of the employee’s 8-hour Friday. Due to this work week, and to ensure the 9/80 schedule does not impact overtime, an employee working his regular 9/80 work schedule shall not be entitled to overtime.

Leave time (including admin, vacation and sick) will continue to be accrued at the same rate, but will be taken in accordance with however many hours of work are missed.

Holidays and floating holidays falling on a employee’s 9-hour day will continue to be compensated at a rate of eight (8) hours of the employee’s regular rate of pay and employees will have the option of using accrued leave time (vacation, floater, admin or comp time) for the additional hour. When a holiday falls on an employee’s Friday off, the day will be accrued as a floater to be taken at a later date. These floaters must be used prior to the end of the fiscal year in which the floater was earned. The use of the floater is subject to supervisor approval like other requests to use leave time. If workload and staffing issues, as determined by the supervisors, create a situation in which a holiday leave floater cannot be used by the end of this fiscal year, the holiday leave floater can be carried over to the next fiscal year.

- (D) **4/10 Assignment** - Employees on a forty (40) hour assignment are eligible to participate in the “Alternative 4/10 work schedule”, subject to approval of the Fire Chief.
- (E) **Assignment Allotment** - For the term of the alternative 9/80 and 4/10 work schedule, suppression personnel temporarily assigned to a forty hour workweek shall be entitled up to an additional 14 hours of vacation during the calendar year for temporary assignment. The additional hours will be pro-rated (i.e., not eligible for hours on holidays already passed), and may be rescinded if unused upon return to a 56 hr schedule.
- (F) **Permanent Employees** - shall be entitled up to 26 hours of allotment time during the calendar year to offset holiday time off requirements. This time will be pro-rated based on assignment, 9/80 or 4/10 workweeks.

ARTICLE 3 – UNIFORM ALLOWANCE

Safety equipment prescribed by OSHA or the City, including turnouts, rubber boots, gloves, helmets, leather boots and pants, will be provided by the City.

In addition, the City will provide \$850 annually for each employee covered by this agreement to be applied toward the purchase and maintenance of the shirt, belt, utility jacket and non-safety trousers prescribed by department. The uniform allowance will be included in the first full pay period in July as part of the applicable payroll check. Uniform allowance shall be reported to CalPERS periodically as earned.

All safety equipment prescribed by OSHA and the City provided pursuant to this article will be considered property of the City and may not be worn by the employee while off-duty, except for travel to and from work.

In addition to the above, the City shall provide each newly hired employee an additional \$200 to assist them in making an initial purchase of required uniforms.

Upon successful completion of probation the City will provide each employee one “Class A” dress uniform, consisting of the following:

- Jacket
- One pair of pants
- Shirt
- Shoes
- Tie
- Hat
- Collar device
- Badge holder
- Belt
- Applicable piping

Employees on probation may purchase a “Class A” uniform from the City’s supplier. Upon successful completion of probation, the permanent employee will be eligible for reimbursement, up to the City’s cost for “Class A” uniforms. The monetary value of Class A uniforms is \$857.00 as of January, 2019. The City acknowledges this cost may rise in the future. Reimbursement and the reported amount of reimbursement will be for the actual cost of the uniform.

ARTICLE 4 – ACTING ASSIGNMENTS

Section 1

Employees may be temporarily assigned to a higher classification when temporary vacancies caused by factors including but not limited to illness, vacations and separations prohibit the department from achieving the staffing levels prescribed under Article 26, Company-Level Staffing.

In such cases of absences, the department shall make reasonable effort to find and utilize department personnel of the same rank. When personnel of the same rank are unavailable or such use is impractical as determined by the department director, acting appointments may be made as allowed under Civil Service Rule 407.5. When vacancies are the result of employee separation, the department will make every effort to backfill the position as quickly as possible and in a manner consistent with City Policy and Civil Service Rules.

Section 2 **Eligibility**

Fire Department personnel may be eligible to assume acting assignments under the following conditions:

1. The employee is on an active eligible list promulgated by the Human Resources Department for the classification to be filled.
2. In the absence of an active eligible list:
 - a) The employee was on the most recently expired eligible list for the classification to be filled.
 - b) The individual has been certified by the department as meeting requirements of the position to be filled.

Section 3 **Compensation**

1. Acting assignments shall be compensated at a rate of 5% above the base salary of the employee assuming the acting assignment.
2. Acting assignments continuing beyond six months, calculated cumulatively in a fiscal year, shall be compensated at 10% above base pay effective at six months and one day for the remaining duration of any acting assignment within that fiscal year.
3. Compensation for acting assignments shall reset to 5% above the base salary of the employee assuming acting assignment after the start of new fiscal year (any employee in an active acting assignment that continues into the new fiscal year shall not be reset to 5% until there is a break in acting exceeding 30 days).
4. An employee assuming an acting assignment of two classifications or higher, shall be compensated at 10% above base pay, or one step above the employee's current pay step, whichever is greater, for the duration of the acting assignment.

ARTICLE 5 – HOLIDAYS

Section 1

Eligible suppression personnel temporarily assigned to a forty (40) hour work week shall be entitled to the following fixed holidays with pay if they occur during such assignment:

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

Personnel permanently assigned to a 40 hour/week shall be entitled to the same fixed holidays with pay as Fire Management personnel.

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 Day - December 24th
10. Christmas Day - December 25th

Also each employee permanently assigned to 40 hour/week shall be credited with four (4) floating holidays at the start of each fiscal year and pro-rated according to date of hire for new employees.

1. Presidents' Day - 3rd Monday in February
2. Juneteenth – June 19th
3. Columbus Day - 2nd Monday in October
4. Veterans' Day - November 11th

Section 2 Appointed and Religious Holidays

With 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 or other religious activities on Good Friday or on other 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 3 Holidays Occurring On Normal Work Day, During Sick Leave or Annual Leave or On a Weekend - 40 Hour/Week Assignment

In the event an employee is required to work on a holiday, which holiday falls on the employee's regular day off, hourly compensation shall be based on the overtime rate. If a holiday falls on the employee's regular day off and the employee is not required to work such employee shall be granted equivalent compensatory time off as approved by the department head.

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

If a holiday falls on Saturday, the preceding Friday will be observed as a holiday. If the holiday falls on Sunday, the next following Monday will be observed as a holiday.

Section 4 Fire Suppression Holiday Work Schedule

The normal workday on holidays for employees assigned to Suppression (56-hour week) shall consist of daily morning routine, answering emergency calls and the performance of assigned supervisory duties. For purposes of this section, the following days shall be modified workdays:

1. New Year's Day – January 1st
2. Memorial Day – 4th Monday in May
3. Easter Sunday
4. Juneteenth – June 19th
5. Independence Day – July 4th
6. Labor Day – 1st Monday in September
7. Thanksgiving Day – 4th Thursday in November
8. Christmas Day – December 25th

The Fire Chief shall designate that the holiday work schedule be followed on days appointed by the President of the United States or by the Governor of California for a public fast, thanksgiving or holiday and approved by Council.

The provisions of the other sections of this article do not apply to observance of the Fire Suppression holiday work schedule.

Section 5

In lieu of holiday time off, represented employees shall receive 11.1 hours of base salary for each 28 day work period.

Section 6

Forty (40) hour employees on a 40 hour schedule shall accrue vacation as per Article 7 of the MOU.

Employees working a 9/80 schedule are entitled to one (1) additional hour of vacation to be utilized and reported on each holiday taken.

Employees working a 4/10 schedule are entitled to two (2) additional hours of vacation to be utilized and reported on each holiday taken.

ARTICLE 6 – LEAVE ELIGIBILITY AND PROCEDURE

Section 1 Leave Categories

Eligible employees shall be entitled to holidays and annual vacation, and shall be allowed sick, injury, emergency and Family Care Leave of absences as provided in this MOU. (See Article 9)

Section 2 Request for Leave

All requests for leaves of absence, whether with or without pay, shall be submitted in advance and consistent with current Department policy and practice, and, except as provided in the case of Compulsory Leave, Court Leave and Special Meetings, must meet the approval of the appointing authority.

Section 3 Leave Approval

Except in the case of sick, emergency or military leave, the time during which any leave of absence shall be taken by an employee shall be designated by the appointing authority, and the request for such leave, shall be entered into Telestaff.

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 Telestaff roster and 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, an appointing authority may cancel such separation if circumstances warrant such cancellation (as determined by the appointing authority).

Section 6

Leaves of absence must contain a time for termination of the leave and the reason for granting the leave. A copy of a written order granting a leave of absence must be filed with the appointing authority and the Personnel Department. No post-dated leave of any kind may be granted to any employee in the classified service.

ARTICLE 7 – ANNUAL VACATION LEAVE

Section 1

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

Section 2 Accrual Rates

All personnel shall be governed by the following vacation accrual rates per pay periods of service:

Pay Cycles	Fire Suppression Personnel	40-Hour Assignment TEMPORARY	40-Hour Assignment PERMANENT
0 - 130 pay cycles	5.54 hrs. p/pay cycle	3.96 hrs. p/pay cycle	3.08 hrs. p/pay cycle
131 - 390 pay cycles	7.39 hrs. p/ pay cycle	5.28 hrs. p/pay cycle	4.62 hrs. p/pay cycle
390+ pay cycles	9.24 hrs. p/ pay cycle	6.6 hrs. p/pay cycle	6.15 hrs. p/pay cycle

In addition, persons employed on January 1, 2022 shall receive a 1-time contribution of 24 hours to their vacation accrual bank.

Section 3 Vacation Usage

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. Vacation authorized by the department director or designee shall not be deemed payable until the employee's eligibility is verified by the Finance Department.
2. Each employee may use any accrued vacation in accordance with the Department's Standard Operating Procedures Manual.
3. An eligible employee may take earned vacation in any increment of four (4) hours or more with the approval of the department head or his/her designee.

Section 4 Maximum Vacation Accumulation

An eligible employee may accumulate vacation to a maximum of 3.0 times an employee's annual accrual. Vacation accrual will discontinue upon reaching the maximum until the employee reduces vacation accumulation. The maximum allowable accruals are as follows:

432 hours for all 56-hour safety employees with less than five (5) year's service.
309 hours for permanent 40-hour safety employees with less than five (5) year's service.

576 hours for all 56-hour safety employees with five (5) to fifteen (15) year's service.
412 hours for permanent 40-hour safety employees with five (5) to fifteen (15) year's service.

721 hours for all 56-hour safety employees with fifteen (15) plus year's service.
515 hours for permanent 40-hour safety employees with fifteen (15) plus year's service.

Section 5 Vacation Selection and Coverage

Vacation selection and coverage shall be as provided in accordance with current Departmental Policy 206 as written and effective July 1, 2015.

Section 6 Terminal Vacation Leave

Upon termination of employment, an eligible employee shall elect to either receive as a contribution to the Southern California Firefighters Benefit Trust's Post-Retirement Medical Benefit Trust (PRMBT) (Article 33) or to the employee's deferred compensation account (Article 30), and shall receive that transfer to the PRMBT or deferred compensation account, on a pre-tax basis, the value of the employee's accrued vacation leave hours calculated at the employee's annual average rate of base hourly rate. Employees shall not have the option to receive, or any other right to, cash payment for their accrued vacation at time of separation from employment. If an employee fails to notify the City's Finance Department of the employee's election of either the PRMBT or the employee's deferred compensation account, the employee's terminal vacation leave shall be contributed/transferred to the PRMBT.

Section 7

An employee shall have the right once each calendar year prior to November 15th, to request in writing to the Finance Department to have a designated number of the employee's accrued vacation leave hours transferred/contributed on a pre-tax basis to the PRMBT (Article 33) or the employee's deferred compensation account (Article 30). Employees shall not have the option to receive, or any other right to, cash payment for their accrued vacation during employment under this Section.

ARTICLE 8 – 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 National 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 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 the employee is still mentally and physically qualified to perform the duties of such position, and provided said employee makes application for re-employment within 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 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.

ARTICLE 9 – FAMILY CARE LEAVE

Refer to Citywide Council Policy on Family Leave Policy.

ARTICLE 10 – COURT LEAVE

An employee who is required by subpoena or 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 said employee's required attendance to the appointing authority and the Personnel Director. The employee shall receive full pay for the time served on court duty during scheduled working hours, provided the money received as a juror or witness on regular duty days is deposited with the Finance Department for credit to the proper fund. Employees shall be reimbursed for witness fees for all incidental expenses incurred, including parking, pursuant to such appearance while on regular duty days. It is the employee's responsibility to notify the department operations officer no later than the beginning of the next work shift that he has received a summons for jury duty or subpoena.

ARTICLE 11 – SICK LEAVE WITH PAY

The intent of this Article is to provide a continuity of full salary to those employees who are unable, because of illness or injury, to perform the duties of their positions or who would expose fellow workers or the public to contagious disease and are thereby forced to be absent from employment, and to provide necessary time off from work for unexpected medical and dental care, subject 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 because of:

- 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. The care of a family member meeting the requirements of Federal Family Medical Leave Act or California Family Rights Act.
- E. The death of an immediate family member.

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 Earning and Accumulation

1. 56-hour Fire Suppression personnel of the Fire Department shall earn 5.54 hours of sick leave for each full pay cycle of employment. Permanent 40-hour employees shall earn 3.69 hours of sick leave per pay cycle.
2. **Accumulated Sick Leave:** Each permanent or probationary 56-hour employee covered by this Memorandum shall be eligible to accumulate sick leave up to a maximum of 1,200 hours, (herein called "accumulative sick leave"). Sick leave accrual will be credited on the last day of each pay period up to the 1,200-hour maximum limitation. Permanent 40-hour employees may accumulate up to 857 hours.
3. Upon reaching the maximum accumulated sick leave (1,200 hours), accrual will discontinue and will resume only after the employee's balance falls below 1,200 hours. Accrual will resume on the last day of the pay period in which the employee's balance falls below the 1,200-hour level. Said accrual will occur at the established rate as defined in paragraph (1) above.

Section 3 Sick Leave Usage

Employees using sick leave pursuant to this Article for non-work related illness or injury which has a sixty (60) consecutive day duration shall, upon the sixty-first (61st) consecutive day of illness, utilize provisions of Article 20 herein, Long Term Disability Insurance.

Section 4 Limitation on Time Chargeable to Sick Leave

1. No person shall be entitled to sick leave with pay while absent from duty on account of any of the following causes:
 - a) Disability arising from any sickness or injury purposely self-inflicted or caused by any willful misconduct.
 - b) Sickness or disability sustained while on leave of absence other than his/her regular vacation.
 - c) No paid sick leave shall be granted in excess of the employee's sick leave credit.
 - d) An employee may be granted sick leave with pay only for injury, illness or exposure to contagious disease that incapacitates the employee for work.
2. Absence that is chargeable to sick leave in accordance with this shall be charged in an amount not smaller than one (1) hour for the first hour of absence; thereafter, in increments of not less than fifteen (15) minutes.

Section 5 Sick Leave Compensation

1. In order to receive compensation while on sick leave, the employee must follow applicable Department staffing procedures.
2. Notification shall be made prior to or not later than the beginning of the work day/shift in the employee's respective department.

Section 5 Sick Leave Compensation (continued)

3. The department head may waive the above requirements if, in his opinion, an emergency or other exceptional circumstances so warrants.
4. 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

1. When absence is for more than three (3) consecutive working days, 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.
2. The department head is responsible for sick leave during the first three days before the filing of a physician's certificate is required. This responsibility may be implemented by a visitation or any other reasonable method deemed necessary by the department head. Sick leave with pay shall be authorized by the department head subject to verification of the employee's eligibility by the Personnel Director.
3. When absence is for more than five (5) working days in a two (2) week period or there is in the judgment of the department head a questionable usage of sick leave over a number of pay periods, the department head may require the employee to submit to an examination at City expense by a physician designated or approved by the City Manager. The department head shall be entitled to a written report from the examining physician indicating the specific nature and duration of the employee's illness or incapacity.

Section 7 Separation from City Service

All eligibility from sick leave with pay shall be canceled upon separation of the employee from City service, provided that if such separation is by lay-off, his accumulated eligibility may be restored to him in whole or in part by the Civil Service Commission upon re-employment.

Section 8 Illness during Vacation

An employee who becomes incapacitated due to illness or injury 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.

Section 9 Holidays during Sick Leave

For 40-hour permanently and temporarily assigned employees, paid fixed 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 Reporting for Payroll Purposes

Reports of absences of employees must be made to the City Manager at the same time the department head files his payroll report. The department head who fails to report the absence of an employee from duty and thus enables the employee to receive pay in excess of the amount to which he is legally entitled shall be held liable for the amount illegally paid.

Section 11 Evidence of Cause of Absence

In all cases of absence because of sickness or injury of the employee or 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) **56 Hour Work Week** – A sworn member of the Fire Department working a twenty-four (24) hour shift schedule that uses forty-eight (48) hours of sick leave or fewer in any fiscal year may elect to either receive as a transfer/contribution to the Southern California Firefighters Benefit Trust’s Post-Retirement Medical Trust (PRMBT) (Article 33) or the employee’s deferred compensation account (Article 30) on a pre-tax basis fifty percent (50%) of the employee’s remaining annual sick leave accrual at the annual base salary. Remaining annual sick leave not contributed/transferred to the PRMBT or the employee’s deferred compensation account shall be carried over and accumulated for use when needed. Employees shall have no right to cash payments at any time under the sick leave incentive program.

Sick leave incentive program transfers/contributions shall be computed based on the following schedule and all computations shall be rounded to the nearest whole hour:

Remaining Annual Sick Leave Accrual at End of Fiscal Year	Hours that may be contributed/transferred to PRMBT or Deferred Compensation at annual base salary
56 HOUR WORK WEEK	56 HOUR WORK WEEK
144 Hours	72 Hours
132 Hours	66 Hours
120 Hours	60 Hours
108 Hours	54 Hours
96 Hours	48 Hours
Fewer than 96 Hours	No Payoff

- (B) **40 Hour Work Week** - Sworn members of the Fire Department working other than a twenty-four (24) hour shift schedule earn sick leave at the rate of 3.69 hours per full pay period of service. An employee in this work assignment that uses, thirty-two (32) hours of sick leave or fewer, during the fiscal year, may elect to either receive as a transfer/contribution to the PRMBT (Article 33) or the employee’s deferred compensation account (Article 30) on a pre-tax basis fifty percent (50%) of the employee’s remaining annual sick leave accrual at the employee’s annual base salary. Remaining yearly sick leave not converted/transferred to the PRMBT or the employee’s deferred compensation account shall be carried over and accumulated for use when needed. Employee’s shall have no right to cash payments under the sick leave incentive program.

Sick leave incentive program transfers/contribution shall be computed based on the following schedule, and all computations shall be rounded to the nearest whole hour:

Remaining Annual Sick Leave Accrual at End of Fiscal Year	Hours that may be contributed/transferred to PRMBT or Deferred Compensation at annual base salary
40 HOUR WORK WEEK	40 HOUR WORK WEEK
96 Hours	48 Hours
88 Hours	44 Hours
80 Hours	40 Hours
72 Hours	36 Hours
64 Hours	32 Hours
Fewer than 64 Hours	No Payoff

Section 12 Sick Leave Incentive Pay (continued)

- (C) Except as provided in (D) below, sick leave hours contributed/transferred to the PRMBT or deferred compensation under this Section shall be subtracted from the employee’s sick leave balance.
- (D) An employee who has the maximum accumulation of sick leave at the beginning of the previous fiscal year (July 1st) and who used no sick leave during the year, shall not have the amount of sick leave for which compensation is contributed/transferred to the PRMBT or deferred compensation under the sick leave incentive program deducted from the employee’s sick leave balance and shall remain at the maximum accumulation.
- (E) The City will process the full sick leave incentive contribution/transfer to the PRMBT or deferred compensation account at the time of the first full pay period in August. The amount of the contribution/transfer will be computed based on the employee’s salary step on June 30 of the preceding fiscal year.
- (F) Contributions/transfers to the PRMBT or deferred compensation under this sick leave incentive program will be made to an employee hired during the fiscal year on a prorated basis provided the employee is on the payroll June 30. A permanent employees who terminates or retires during the fiscal year will receive the contribution/transfer to the PRMBT or deferred compensation on a prorated basis based on the employee’s official separation date. If the employee fails to notify the City’s Finance Department of the employee’s election of either the PRMBT or the employee’s deferred compensation account, the permanent employee’s sick leave under this sick leave incentive program shall be contributed/transferred to the PRMBT.

ARTICLE 12 – COMPENSATION PLAN

Section 1 Salary Advancement

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

1. The salary range for all classifications consist of five (5) steps each ("A" through "E").
2. The increase from one step to the next step on each range is as indicated in the Salary Schedule.

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 that 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 range shall be interpreted and applied as follows: the second, third, fourth, fifth, sixth and seventh salary steps are merit and seniority adjustments to encourage an employee to continue to improve his work:

- (A) The first base salary step (as shown in the schedule for base salary) 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.
- (B) The second salary step: When 13 full pay cycles are completed after hire into a permanent position, the employee is eligible for consideration for this salary advancement. This salary advancement shall be made only after a satisfactory performance evaluation and the Fire Chief recommends the advancement subject to approval by the City Manager.
- (C) The third salary step: When 13 full pay cycles are completed at the 2nd step in a permanent position, the employee is eligible for consideration for this salary advancement. This salary advancement shall be made only after a satisfactory performance evaluation and the Fire Chief recommends the advancement subject to approval by the City Manager.
- (D) The fourth salary step: When 13 full pay cycles are completed at the 3rd step in a permanent position, the employee is eligible for consideration for this salary advancement. This salary advancement shall be made only after a satisfactory performance evaluation and the Fire Chief recommends the advancement subject to approval by the City Manager.

- (E) The fifth salary step: Twenty-six (26) full pay cycles of satisfactory service at the fourth step normally shall make an employee eligible for consideration of this advancement. This salary advancement shall be made only after satisfactory performance evaluation and if recommended by the department head subject to approval by the City Manager.

All rates shown, and conditions set forth herein, are in full payment for service rendered and are intended to cover full payment for the number of hours now regularly worked in each class. Each promotion shall carry with it advancement to the promotional step that is equal to but not less than 5% above the employee's current base rate of pay. Promotions may be made at a higher step with the concurrence of the department director, the City Manager and the Human Resources Director.

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

ARTICLE 13 – “Y” RATE

Step "Y" of the salary range for any class is hereby defined as any rate of pay in excess of Step "E" of the range for the class. An employee shall be paid at Step "Y" solely under one of the following two (2) conditions:

1. Upon the reduction of the maximum salary rate for a class, an employee having other than provisional status who immediately prior to such time was paid at a higher rate for such class than the new maximum rate shall, in the absence of any contrary orders by the City Council for economy reasons, continue to be paid at the former rate.
2. Any employee who is reclassified from a class in which said employee has acquired permanent status to a class with a lower maximum rate of pay may, at the discretion of the City Manager, continue to receive the same rate of pay or may have said salary reduced.

In the event of an increase in the salary rate applicable to a class, regardless of the method by which such increase is accomplished, any employee who immediately prior thereto has been paid at Step "Y" shall receive no increase unless the increased salary for employees at Step "E" for the class exceeds the salary already being paid to said employee in which case the employee shall be paid at Step "E".

ARTICLE 14 – FORTY-HOUR ASSIGNMENT PAY

Those employees classified as:

1. Firefighter (excluding new trainees in the fire academy); or
2. Fire Engineer; or
3. Fire Captain; or
4. Battalion Chief

And temporarily assigned to a forty (40) hour assignment, shall receive a ten percent (10%) pay differential for the duration of said assignment. The assignment pay is intended for Fire Department mission-related objectives and assignments; not to compensate light duty personnel for the loss of overtime pay. Employees in a modified duty status due to a work related injury may continue to work a 24-hour shift schedule and thus not receive 40-hour assignment differential pay if the Department concludes, in its discretion, the Department can accommodate the work restriction with the employee working a shift schedule.

ARTICLE 15 – REVISION OF THE COMPENSATION PLAN

In the absence of any contrary orders by the City Council for reasons of economy, the following method shall be observed in determining the step at which each employee shall be paid beginning the effective date of a change of the maximum salary for said employees' class or position:

1. If the maximum salary is raised, the step at which the employee will be paid shall not be affected thereby.
2. If the maximum salary is lowered, the employee should be paid at the rate in the new range, which is the same as the rate to which he was paid in the former range. If the maximum rate of the new range is lower than the employee's salary in the former range the employee may, pursuant to Article 14, be paid at the "Y" rate.

ARTICLE 16 – OVERTIME

1. The smallest unit of time credited as overtime shall be one-quarter hour.
2. Overtime worked that is less than one-quarter hour shall be rounded-off to the nearest quarter hour each pay period.
3. The City of National City has elected a 28-day work period for fire suppression employees under the 7K exemptions contained in the Fair Labor Standards Act to coincide with the City's regular pay periods. Effective with the first pay period after ratification and approval of this MOU by the City Council, time worked outside of an employee's regularly scheduled shift shall be compensated at an employee's overtime rate. Authorized paid leave (including but not limited to vacation leave, administrative, compensatory leave and sick leave) will be counted as time worked for purposes of calculating overtime.
4. Employees may be credited with compensating time for overtime worked, upon prior request of the employee and approval of the Fire Chief, up to a maximum of 480 hours. Time off shall be requested and must be approved at least seven (7) days prior to the requested date of absence.
5. An employee may use compensating time in advance of accruing it with the Fire Chief's approval, providing that any negative balance is owed to the City at separation or retirement.
6. The City may not force use of compensatory time off or vacation in order to avoid overtime payment.
7. The maximum consecutive hours worked by any employee shall be based on the follow criteria:
 - a) Strike team – as needed
 - b) For unplanned absences such as sick leave, 4850 and unexpected vacancies, time worked shall not exceed 96 hours consecutive except with prior approval of the Chief of the department
 - c) For known or planned absences such as shift exchanges or vacation relief, time worked shall not exceed more than 96 hours except with prior approval of the Chief of the department.

Authorization shall be received prior to working a greater than 96 hours consecutive period by the Chief of the Department or by his/her designee. The City and the FFA recognize that safety is of the utmost importance and mutually agree to put safety first, but also understand that staffing shortages may require forced holdovers in certain circumstances. Force holdovers shall not force represented employees to work beyond 72 hours except in extreme staffing shortages (i.e. strike teams, natural disasters, etc.)

ARTICLE 17 – LONGEVITY PAY

In addition to other compensation paid for the services of employees, longevity pay for continuous and uninterrupted service shall be applied as follows: continued at same level for those employees receiving longevity pay as of June 30, 1984. No employees not receiving longevity pay as of that date will be eligible to receive it in the future; no employee currently receiving it will be eligible for increase in longevity pay.

Current levels of longevity pay are:

- (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 payment of \$15.00 per month;
- (c) After fifteen (15) years of continuous and uninterrupted service the sum payment of \$20.00 per month;
- (d) After twenty (20) years of continuous and uninterrupted service the sum payment of \$25.00 per month;
- (e) After twenty-five (25) years of continuous and uninterrupted service the sum payment \$30.00 per month, which shall be the maximum payable.

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

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

ARTICLE 18 – EMPLOYEE AND DEPENDENT HEALTH & DENTAL INSURANCE

Section 1

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group health insurance and a group dental insurance program. The benefits and limitations of the programs are to be designed cooperatively by the Employees' Association, the Insurance Carriers and the City. The Association and City agree to select and implement health insurance programs that meet the requirements of the Health Maintenance Act of 1973.

In the event the cost of insurances selected by the employee exceeds the contribution by the City, the employee must pay the excess amount.

Section 2 **Cash Back and Cash-in-Lieu**

An employee must select coverage for health and dental insurance to be eligible for cash-in-lieu. If coverage selected costs less than the contribution by the City, the difference shall be paid to the employee in the form of money to a maximum of \$100/month. Effective the first full pay period following City Council approval of this 2018-2020 MOU, an employee that opts out of City health and attests to alternative family health coverage shall receive a taxable payment of \$150 per month. Effective the first full pay period in July 2019, an employee that opts out of City health and attests to alternative family health coverage shall receive a taxable payment of \$200 per month.

Section 3 **Medical & Dental Benefits**

As of January 31, 2019, the City contributes the following amounts for health and dental benefits:

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

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

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

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

Effective the first full pay period following City Council adoption of this 2018-2020 MOU, the City will contribute the same amount regardless of what health plan an employee chooses equal to the amounts contributed to the non-high deductible plans. Also, effective the first full pay period following City Council adoption of this 2018-2020 MOU, the City will contribute \$50 per month more than the City would be otherwise obligated to contribute under the cost sharing methodology described in the next paragraph. Effective the first full pay period in July 2019, the City will contribute an additional/further \$50/month.

Each health plan year (currently February through the following January), the City's new contribution obligation shall be the City's monthly contribution amounts from the prior health plan year plus 50% of any increase in the applicable Kaiser health plan rate and least costly dental rate.

During the term of this MOU, in the event that HealthNet withdraws or is eliminated as an insurer for the City under this provision and/or significant changes to coverage occur, immediately upon receipt of said notice and/or at its earliest opportunity, the City shall meet and confer with the Association on the issue of insurance benefits to adjust for such withdrawal/elimination of HealthNet. Options within this meet and confer to deal with the withdrawal/elimination of HealthNet include, but are not limited to, selection of an alternate insurance provider, increases in City contributions towards health care, opt out options for employees with proof of alternate insurance together with an opt out contribution, etc.

Section 4 Retiree Health Benefit

Employees covered by this MOU, who retire from the City of National City with at least 20 full years of service with the National City Fire Department, shall receive a monthly contribution towards their medical premium as follows:

- a. For employees who retire after July 1, 2002 and before July 1, 2011: \$5/month for each year of service with National City Fire Department.
- b. For employees who retire on or between July 1, 2011 and June 30, 2014: \$10/month for each year of service with National City Fire Department.
- c. For employees who retire on or after July 1, 2014: \$20/month for each year of service with National City Fire Department.

This contribution shall continue until reaching age 65. A qualifying retiree may receive these contributions even if not enrolled in a City health plan, so long as the retiree annually provides the City with written proof (e.g. a 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 contributions.

Terminal vacation pay and/or sick leave payment upon retirement or PERS adding unused sick leave accruals toward retirement credit shall not be included in the calculation of 20 full years of service. If the City increases this benefit for the Police Officers' Association, that increase shall also apply to the Firefighters' Association, but not to former members of the FFA already retired at the time the increase is made, unless the increase for the POA applies to its former members already retired at the time the increase is implemented.

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.

ARTICLE 19 – EMPLOYEE LIFE INSURANCE

As a benefit to full-time employees covered by this Memorandum of Understanding, the City will provide a group life insurance program. The benefits and limitations of the Life Insurance Program are to be designed cooperatively by the Employees' Association, Insurance Carrier and the City. The City will provide \$50,000 Life Insurance with Accidental Death and Dismemberment as a City paid benefit. In the event the cost of providing Employee Life Insurance exceeds the established City contribution, employee must pay the excess amount.

ARTICLE 20 – LONG TERM DISABILITY INSURANCE

It is the intent of this article to provide an income protection plan to firefighter employees who are unable to work because of non-work related injury, illness or disability.

- (A) The Firefighters' Association, at its option, may change insurance carriers and/or plan benefits for its group Long Term Disability (LTD) Program no more than once in any twelve (12) month period upon proper notice to the City's Labor Relations Representative.
- (B) The City shall pay \$33.90 per month to each represented firefighter employee in the form of a taxable pay type and shall deduct the monthly premium and pay the insurance carrier directly. Any excess of City contribution over the premium cost shall be available to the employee as cash-in-lieu.
- (C) The City shall continue to make health, dental and life insurance contributions to represented employees in accordance with Article 18 and 19 of this MOU for the duration of the disability or twelve (12) consecutive months whichever is less, unless this benefit is extended by the Fire Chief and the City Manager.
- (D) The disabled employee shall use accumulated sick leave during the waiting period for the benefit to be effective and thereafter on leave without pay status. The City shall be notified as to the effective date of benefit by the responsible party.

ARTICLE 21 – PUBLIC EMPLOYEES’ RETIREMENT SYSTEM

This article has been updated as of January, 2016 with the intent of accurately describing the tiered retire system and the optional retirement benefits available to represented employees. It is not intended to add, delete or otherwise modify benefits previously mutually agreed to by the City and NCCFA.

Section 1 City’s Contract with CalPERS

Consistent with the Government Code of the State of California, employees are local safety members of the Public Employees' Retirement System and are entitled to retirement benefits as indicated in the contract between the Board of Administration of California Public Employees Retirement System (CalPERS) and the City Council and in accordance with the Public Employees’ Retirement Law and related regulations.

Section 2 Retirement Benefits

(A) Tier One: 3.0% at 50 Retirement Plan – Unit Members Hired On or Before July 1, 2011

This subsection A (including subsections) shall apply to bargaining unit members hired on or before July 1, 2011.

1. 3.0% at 50 Retirement Plan

The 3.0% at 50 retirement plan will be available to eligible bargaining unit members covered by subsection A.

2. Required Unit Member Contribution

Each unit member shall pay the full member contribution to CalPERS equal to nine percent (9%) of the compensation paid to the member for service rendered. Effective the first full pay period in July 2018, each unit employee shall contribute 1.0% toward the employer PERS rate for a total of 10.0% overall contributed toward their pensions. Effective the first full pay period in July 2019, each unit employee shall contribute an additional 2.0% for a total of 3.0% toward the employer PERS rate, and a total of 12.0% overall contributed toward their pensions. These payments of the 1% and 2% herein shall be in accordance with California Government Code section 20516 (f). In addition, the payments shall be made on a pre-tax basis pursuant to IRS code section 414 (h) (2).

3. Final Compensation

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by subsection A shall mean the highest twelve (12) consecutive month period.

(B) Tier Two: 3.0% at 55 Retirement Plan – Unit Members Hired After July 1, 2011 But Before January 1, 2013, and Classic Members as Determined by CalPERS

This subsection B (including its subsections) shall apply to bargaining unit members hired after July 1, 2011 but before January 1, 2013. In addition, this subsection B (including its subsections) shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements (“Classic Members”).

1. 3.0% at 55 Retirement Plan

The 3.0% at 55 retirement plan will be available to eligible bargaining unit members covered by subsection B.

2. Required Unit Member Contribution

Each unit member shall pay the full member contribution to CalPERS equal to nine percent (9%) of the compensation paid the member for service rendered. Effective the first full pay period in July 2018, each unit employee shall contribute 1.0% toward the employer PERS rate for a total of 10.0% overall contributed toward their pensions. Effective the first full pay period in July 2019, each unit employee shall contribute an additional 2.0% for a total of 3.0% toward the employer PERS rate, and a total of 12.0% overall contributed toward their pensions. These payments of the 1% and 2% herein shall be in accordance with California Government Code section 20516 (f). In addition, the payments shall be made on a pre-tax basis pursuant to IRS code section 414 (h) (2).

3. Final Compensation

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by subsection B shall mean the highest twelve (12) consecutive month period.

(C) Tier Three: 2.7% at 57 Retirement Plan - Unit Members Hired On or After January 1, 2013

This subsection C (including its subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

1. 2.7% at 57 Retirement Plan

As required by Government Code Section 7522.25, the 2.7% at 57 retirement plan will be available to eligible bargaining unit members covered by subsection C.

2. Required Unit Member Contribution

As required by Government Code Section 7522.30, bargaining unit members covered by subsection C shall pay, through payroll deductions, fifty percent (50%) of normal costs.

3. Final Compensation

As required by Government Code Section 7522.32, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by subsection C shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

Section 3 Optional Retirement Benefits

The City shall provide bargaining unit members with those optional benefits which it has elected to provide in its contract with CalPERS and in accordance with the Public Employees Retirement Law.

The list of optional benefits, as provided in the City's Safety Plan Annual Valuation Report prepared by CalPERS, and as stated in the City's contract with CalPERS is provided as an attachment. Some or all of the listed benefits may not be available to Tier Three members.

The above provision is subject to the terms and conditions of the City's contract with CalPERS, and any applicable local, state or federal law.

ARTICLE 22 – SALARIES

Section 1 Total Compensation

The City of National City strives whenever fiscally prudent to provide fire suppression personnel with total compensation comparable to the average of the 18 City Fire Departments in the County of San Diego utilizing the methodology described below.

Total compensation surveys for bargaining unit members shall be performed according to the following criteria:

- (A) Benchmark classifications for the total compensation survey shall be: Firefighter; Engineer; Captain; and Battalion Chief.
- (B) Agencies to be surveyed for determining total compensation shall be: Carlsbad; Chula Vista; Coronado; Del Mar; El Cajon; Encinitas; Escondido; Imperial Beach; La Mesa; Lemon Grove; National City; Oceanside; Poway; San Diego; San Marcos; Santee; Solana Beach; and Vista.
- (C) Compensation items to be surveyed and included for each classification shall be: Employee Salary (top step); Medical contributions; Uniform Pay; Retirement contribution (EPMC paid by employer); Education Incentive; Paramedic Pay (for Firefighter classification only); and EMT Pay (for the Fire Captain, Engineer, and Battalion Chief classifications only).

Prior to the next MOU negotiations the City will at its own expense conduct and complete a total compensation survey of all bargaining unit classifications, according to the criteria for conducting total compensation surveys stated in Section 1, above. The total compensation survey shall be based on compensation data from comparable agencies in effect on December 1. Comparable agency compensation adjustments approved which are implemented after December 1 shall not be considered in the survey. The City will give NCCFFA the opportunity to verify the underlying data used in the compensation survey before the survey is finalized.

Section 2 Salary Increases

Effective the later of either the first full pay period in January 2022 or the first full pay period after Council approval of this MOU, the classification of Firefighter shall receive a 7.0% wage increase, the classification of Engineer shall receive a 6.0% wage increase, the classification of Captain shall receive a 5.0% wage increase and the classification of Battalion Chief shall receive a 4.0% wage increase. Effective the first full pay period in January 2023, all employee classifications shall receive a further 3.0% wage increase. Effective the first full pay period in January 2024, all employee classifications shall receive a further 3.0% salary increase.

Section 3 Bilingual Pay

Those represented employees who can demonstrate competency in the Spanish or Tagalog languages as verified by the Personnel Department shall receive 2.0% incentive pay to the hourly base salaries. Effective the first full pay period following City Council approval of this 2018-2020 MOU, represented employees who can demonstrate competency in the Spanish or Tagalog languages as verified by the Human Resources Department shall receive 4.0% incentive pay to the hourly base salaries.

Section 4 Residency Incentive Pay

Those represented employees who can show actual residency within the City limits of National City shall receive an additional 2% incentive pay to their hourly base salaries for as long as they remain residents of National City.

ARTICLE 23 – CALL BACK AND STANDBY/ON-CALL

1. All employees covered by the terms of the Agreement who are called back to work from off-duty and arrive at station for duty shall be paid for not less than two (2) hours at one and one-half (1½) times the base salary rate. Immediate call back will receive one (1) additional hour of travel time.
2. Off-duty personnel may be required by the Fire Chief to remain on standby/on-call status and shall receive one-half (.5) hour of base salary for each four (4) hours of required standby time.

ARTICLE 24 – SHIFT EXCHANGES

The City agrees that employees shall have the right to exchange, subject to prior approval of the Chief or his authorized designee, duty shifts when the changes do not interfere with the operation of the Fire Department. The Association agrees that shift exchanges shall in no way become subject to overtime pay.

1. The Chief's authorized designee may be one shift Captain from the requesting individual and one shift Captain from the receiving man involved in the shift exchange. The Chief may change his designee at any time.
2. Shift exchanges may be for a minimum of one (1) hour to a maximum of twenty-four (24) hours for any one request.
3. Refer to Article 16 Overtime for consecutive hours worked criteria.
4. Working in excess of twenty-four (24) hours will not be cause for denial.

ARTICLE 25 – TRAINING

Section 1 Training

EMT Training – The City agrees to provide all training and re-certification for represented employees to maintain County of San Diego EMT certification. EMT training will be provided on City time (during regularly scheduled work hours).

Fire Investigation Training – Up to \$500 annually will be provided to employees assigned to Fire Investigation for specialized training in fire investigation that is considered necessary by the Fire Marshal and approved by the Fire Chief.

Section 2

The Educational Expenses Reimbursement Plan is available to employees who wish to improve their work performance through furthering their education. The plan provides reimbursement for up to \$2,500 per employee, per fiscal year with a maximum pool of training funds per fiscal year of \$20,000 for FFA represented employees, and is open to all employees who meet the following criteria:

- (A) Successful completion of probation.
- (B) A proposed course of instruction related to the employee's employment with the City. The City Manager or his designee has the final authority on determining whether a course is job related. Request must be submitted in writing on appropriate department form according to established procedures.
- (C) The reimbursement may be used to cover the costs of tuition, registration, travel expenses and books.
- (D) If a letter grade is given, the course must be passed with a grade of "C" or better. If taken on pass/fail basis, employee must pass course(s) taken. If no grade or pass/fail is given, then reimbursement shall be given upon presentation of successful completion of training.
- (E) The employee must show written documentation of the expenditures being claimed for reimbursement.
- (F) While the general maximum reimbursement per employee per fiscal year is \$2,500 (see above), in the last month of the fiscal year, employees who have completed approved courses exceeding the \$2,500 per employee limit shall be eligible for additional reimbursement if the \$20,000 for that fiscal year has not all been used. Reimbursement payments beyond \$2,500 per employee shall be made in equal amounts to requesting employees, but may not exceed \$3,500 per employee for courses completed in that fiscal year.

Reimbursement under this Plan will be made upon completion of the above requirements and paid from the fund for the fiscal year in which the course is paid by the employee.

ARTICLE 26 – COMPANY-LEVEL STAFFING

Section 1

Each of the two (2) engine companies shall be staffed with a minimum of three (3) Personnel in the following manner: one (1) rated Fire Captain, one (1) rated Fire Engineer and one (1) rated Firefighter. Engine companies shall be staffed to perform engine company operations. Each Company shall be staffed as a Paramedic Assessment Company in compliance with Article 29, Section 1.

Section 2

Each Truck Company shall be staffed with a minimum of four (4) Personnel in the following manner: one (1) rated Fire Captain, one (1) rated Fire Engineer and two (2) rated Firefighters, except as provided in Section 3 below. The Truck Company shall be staffed to perform truck company operations. Each Company shall be staffed as a Paramedic Assessment Company in compliance with Article 29, Section 1.

Section 3

Each Squad Company shall be staffed with a minimum of two (2) Personnel in the following manner: one (1) rated Fire Captain, one (1) rated Firefighter. Each Company shall be staffed as a Paramedic Assessment Company in compliance with Article 29, Section 1.

Section 4

The City shall be obligated to staff each company with rated personnel at all times. Circumstances in which non-rated personnel are used shall be governed by Article 4, Out-of-Class Pay. Inability to provide rated personnel may be permitted in circumstances out of the Department's control, such as sick leave, special leave, off the job-incurred injury, or illness, on the job-incurred injury or illness or natural disasters.

Section 5

In the event a Battalion Chief is on vacation, an attempt must be made to fill the vacancy with a rated Battalion Chief. In the event a Captain is on vacation, an attempt must be made to fill the vacancy with a rated Captain. In the event an Engineer is on vacation, an attempt must be made to fill the vacancy with a rated Engineer.

Section 6

Refer to Overtime article 16 for consecutive hours worked criteria.

Section 7

Minimum daily staffing shall be no less than thirteen (13) personnel comprised of two (2) engine companies, one (1) truck, one (1) Battalion Chief and one (1) two-personnel squad.

Section 8

The City is committed to enhancing service levels and evaluating the impact of constant manning for the betterment of its residents and the NCCFFA who serve them. Following completion of CPSM's study, the City and NCCFFA will meet and discuss Fire Department staffing options.

Section 9

Each Battalion Chief Command Vehicle will be staffed with one (1) rated fire Battalion Chief.

ARTICLE 27 – MANAGEMENT RIGHTS

Except--and only to the extent--that specific provision of this Agreement expressly provides 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 dress standards; determine the methods and means to relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content and intent of job classifications; 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 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; suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for legal 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 control and discretion over its organization and the technology of performing its work.

ARTICLE 28 – EMPLOYEE GRIEVANCE PROCEDURE

Section 1 Purpose

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

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

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

Section 2 Identification of Participants

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

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

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

Section 3 Scope of Grievance Procedure

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

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

Section 4 Special Provisions of the Grievance Procedure

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

- (I) **Settlement**: A grievance shall be considered settled and not subject to further consideration or re-filing if any of the following conditions exist:
1. The grievant indicates in writing that the grievance is withdrawn.
 2. The specific remedy requested on the grievance form is granted.
 3. The grievant does not submit the grievance to the next higher level of review with the normal time limits or extended time limits obtained in writing by mutual agreement.
- (J) **Rejection**: A grievance may be rejected for consideration at any time during the grievance review process for any of the following reasons:
1. The grievant does not meet the definition of "employee" indicated in Section 2.
 2. The subject of the grievance is outside the scope of the procedure as indicated in Section 3.
 3. The grievant does not comply with any of the requirements of Sections 4 or 5.
- (K) **Representation**: The grievant may elect to be represented by the Association or any other person or to represent himself/herself. If the grievant elects to not be represented by the Association, the Association shall be given a copy of the grievance and its resolution.
- (L) **Deletion of Step(s)**: By mutual written consent of the department head and the grievant, any one or more of the first three (3) steps of the procedure may be omitted in consideration of a specific grievance when it is felt that this is in the best interests of an equitable and expeditious resolution of the grievance.
- (M) **Reprisals**: The grievance procedure is considered an integral part of the employee-employer relation policy of the City. As such, it is intended to assure a grievant and his/her representative the right to present the grievance without fear of disciplinary action or reprisal of any kind by his/her supervisor or other agents of the City provided he/she observes the provisions of the grievance procedure.

Section 5 Grievance Procedure Steps

An employee submitting a grievance shall follow the following procedure:

- STEP I **Immediate Supervisor**: The employee shall discuss the grievance with the immediate supervisor within 20 calendar days of the alleged act or omission of management causing the grievance. Within seven (7) calendar days the supervisor shall give a decision to the employee verbally.

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

STEP III **Hearing:**

(a) **Grievance to Director of Personnel:** If the grievant and the department head cannot reach an agreement as to a solution of the grievance or the employee has not receive a written decision within the time limit, the grievant may within fourteen (14) calendar days present the grievance in writing to the Director of Personnel.

(b) **Selection of Board Members:** Subject to Section 6 of this Article, within seven (7) calendar days of receiving the grievance at this level, the Director of Personnel shall meet with the grievant and/or the grievant's representative to select two members of a grievance hearing board. The grievant and/or representative shall select one member; the Director of Personnel shall select another member.

The two board members shall select a third member to serve as Chairperson. The board members may be any persons who are not directly involved in the incidents of the grievance or in the line of supervision over the grievant either at the time of the hearing or at the time the incidents referred to in the grievance occurred. Any person nominated to be the chairperson shall be subject to disqualification and the action of the Board cancelled if it can be shown that he/she had direct interest in the resolution of the grievance.

(c) **Hearing Procedures:**

1. The board members shall be given prior access to the grievance form, all written responses and all supportive material attached thereto.
2. The board shall provide written announcement of the location, date and time of the hearing to each side.
3. The hearing may be public or closed as requested by the grievant.
4. The manager who is the subject of the grievance shall be represented by the Director of Personnel or other person designated by him/her.
5. Each side shall have the opportunity to present written and oral evidence. Witnesses shall be under oath.
6. The board shall rule on the admissibility of evidence. Legal rules of evidence shall not apply.

7. Each side shall receive a copy of the written evidence and have the opportunity to question the witnesses of the other side.
8. The parties shall have the right to record hearings by audio recorders or, by mutual agreement, by court reporter.
9. The board members, if City employees, are entitled to carry out all activities connected with the hearing, including preparation for the hearing and preparation of report on City work time.
10. Consistent with the above requirements, the board may establish such additional procedures, as it deems necessary to carry out its responsibilities.

(d) **Board Report:**

1. The board shall submit a written report of its findings to the City Manager with copies to the grievant, the appropriate department head and the Director of Personnel.
2. The report shall contain only the following:
 - (a) Recommendation on each specific remedy requested on the grievance form.
 - (b) Findings of fact about the alleged violation(s) by management.
 - (c) The date, time and location of the hearing, the names of witnesses and a copy of all pertinent documents.
3. The board may recommend that no remedy be granted, that the remedy sought be granted or that an alternate remedy be granted. In order to grant some remedy to the grievant, it must be shown to the satisfaction of the board that such remedy is justified by a preponderance of evidence is consistent with the relevant MOU and the grievant met the requirements of the grievance procedure.
4. There shall be only one report from the board.
5. The discussions of the board members are confidential. All copies of materials and working papers of the board members shall be maintained by the Chairperson of the Board for 90 days after the decision of the City Manager is disseminated and then destroyed as soon as practical thereafter.
6. Necessary clerical support for the board shall be made available by the Office of the City Manager.

- (e) **City Manager's Response:** The City Manager shall provide written response to both parties and the members of the board on the resolution of the grievance. If the City Manager disagrees with any recommendation of the Board, his written response shall indicate strong and compelling reason(s) for that disagreement. Basis for disagreement may be any one or more of the following:
1. The Board substantially deviated from the hearing procedures.
 2. The recommendation is in excess of the remedy sought on the initial grievance submittal.
 3. The recommendation is inconsistent with the MOU.
 4. The recommendation is inconsistent with the facts as stated in the grievance form and/or the written information provided by the Board.

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

Section 6 Interpretation and Application

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

Section 7 Implementation

If the City later grants binding arbitration as the final step for grievance resolution to the Police Officers' Association, that procedure shall be incorporated into this Article and applied to the members of the Firefighters' Association.

ARTICLE 29 – PARAMEDIC ASSESSMENT COMPANY

Section 1 Definition

A Paramedic Assessment Company consists of a fire apparatus with advanced life support capability (ALS) staffed by a Fire Captain, Fire Engineer and Firefighters. Paramedics (EMT-P) on the assessment company shall carry out duties as defined by the appropriate San Diego County and State of California Emergency Medical Services (EMS) agencies.

Section 2 Funding

Costs of the Paramedic Assessment Company program are paid from reimbursements for services provided by the Fire Department to the City's Ambulance Transportation Services Program. Costs are to include licensing, continuing education, supplies, compensation and any other costs directly attributed to the program.

Section 3 Components of the Program

- 1) Eligibility for Training: An employee must receive prior City approval to participate in the paramedic training and certification program, and the City retains sole discretion to approve or deny an employee's participation in paramedic training. Additionally, employees will be eligible for Paramedic training-only upon successful completion of their probationary period with the City of National City.
- 2) Lateral or new hires: Lateral or new hires with current Paramedic certification will be eligible for Paramedic duty after completion of department approved certification process with the City of National City.
- 3) Promotions: EMT-P licensing shall not be considered grounds to disqualify nor restrict employees from pursuing promotional opportunities within the Department.

Required length of service:

Employees entering the program agree to maintain their EMT-P status for a four year (4) period. After this four (4) year period, an EMT-P may end participation in the program only if qualified EMT-P replacement is available and by submitting a written resignation from the program ninety (90) days prior. In the case of simultaneous resignation requests, resignation will be based on seniority. Upon resignation, EMT-P compensation and reimbursements shall end.

Reimbursement to the City:

Employees who gain EMT-P certification as a function of their employment with the City have an obligation to provide EMT-P services to the City for a period of four (4) years from the time they receive EMT-P certification. Employees, who voluntarily resign from City employment before four (4) years, will be obligated to reimburse the City for all costs associated with EMT-P training. Extenuating circumstances that require an individual to leave the program or leave City employment prior to completing his or her four (4) year commitment may be considered on a case-by-case basis before assessing the reimbursement costs.

Section 4 Paramedic Specialty Compensation & EMT Compensation - Paramedic Assessment Company

Upon licensing and for as long as they remain in the Paramedic program, employees holding the EMT-P license shall receive an additional 15% incentive pay to their hourly base salaries for as long as the employee maintains current EMT-P certification.

EMT-P employees shall be compensated at the rate of one and a half (1½) times for continuing education outside of regular work hours. This compensation will not exceed the minimum forty (40) hours of continuing education required by the State every two years to maintain EMT-P status.

EMT Compensation - Paramedic Assessment Company:

EMT employees who are not EMT-P's shall receive an additional 1½% incentive pay to their current wage step hourly base salaries.

ARTICLE 30 – DEFERRED COMPENSATION

FFA employees shall have the option to enroll in either the ICMA or the Nationwide plan but not both. The City will not agree to any enhancements to the Nationwide plan that would jeopardize the tax exempt status of the City's current plan with the IRS.

ARTICLE 31 – CATASTROPHIC LEAVE

Bargaining unit members are eligible to use catastrophic leave under the City’s catastrophic leave policy and must meet all eligibility requirements under that policy, except that bargaining unit members may retain 96 hours of sick leave and 96 hours of vacation leave in their leave balances.

Both banks must be exhausted or be projected by Human Resources staff to reach to a maximum of 96 hours during the anticipated term of absence in order to be eligible for a catastrophic leave bank.

ARTICLE 32 – ASSOCIATION BANK

Section 1 Leave Bank

The intent of this article is to provide National City employees representing the National City Firefighters' Association (FFA) with a leave bank that can be utilized when conducting business benefitting the local association and its members such as but not limited to attending meetings and conferences on behalf of the association and/or its member(s).

The cumulative Association Leave Bank maximum accrual is 360 hours per fiscal year.

1. Should the Association Leave Bank reach 360 hours in any fiscal year, additional donations shall not be accepted until the start of the next fiscal year up to a maximum of 360 hours.
2. The initial Association Leave Bank will be established by the City immediately following City Council approval. The maximum accrual for the first fiscal year of the Association Leave Bank will be prorated based upon the date of City Council approval.
3. The City shall not contribute leave time to the Association Leave Bank

Section 2 Voluntary Donations

1. Hours shall be donated to the Association Leave Bank on a voluntary basis by FFA represented employees using a prescribed donation form.
2. Employees may donate vacation, sick or compensatory time credits.
3. Donations must be for a minimum of four (4) hours for each type of time transferred and in whole (one) hour increments thereafter.
4. Donating employees must have a minimum vacation balance of 112 hours after donation.
5. Sick leave donations will be credited at a rate of 50% (ex: a donation of four (4) hours will be credited to the Association Leave Bank as two (2) hours).
6. Sick leave donations will be counted against the donor's annual sick leave usage for purposes of Article 11, Section 12, Sick Leave Incentive Pay, at 50% of the number of hours donated (a donation of ten (10) hours will be counted as five (5) hours used for Article 11, Section 12 only).
7. Donating employees forfeit any right or claim to leave credits once they are donated.
8. Leave will be transferred on an hour-for-hour basis, regardless of the salary of the employees involved.

Section 3 Use of the Leave Bank

Hours donated to the Association Leave Bank may be used by members of the FFA:

1. In lieu of or in conjunction with the employees own leave balances when conducting association business during the employee's scheduled work shift(s).

2. Determining which association activities are qualifying and which employees are eligible to utilize the Association Leave Bank is done at the discretion of the FFA Executive Board.
3. Requests for leave must be reviewed and are subject to approval by the department head or designee consistent with department policy.
4. Employees using donated leave shall record the use in Telestaff with the date of usage and the number of hours used.
5. It is the responsibility of FFA to monitor the hours available for use in the leave bank.

Section 4 Administration

1. Upon receipt of a donation form, the Finance Department will review to ensure that the employee(s) meet the eligibility requirements and that the leave bank has not reached its maximum accrual for the fiscal year.
2. If all eligibility criteria are met, the Finance Department will transfer the donated leave to the Association Leave Bank.

If any part of the eligibility criteria is not met, the donation form will be returned to the donating employee without being processed.

ARTICLE 33 – POST-RETIREMENT HEALTHCARE TRUST

The City and FFA will contract with the Southern California Firefighters Benefit Trust to provide a Post-Retirement Medical Benefit Trust (PRMBT) for represented employees. All FFA represented employees will contribute \$100/month to the PRMBT via payroll deductions effective the first full pay period after the trust is established. No FFA represented employee may opt out of the payroll contributions to the PRMBT or opt to receive the payroll contributions in cash. Employees shall also have the option to have sick leave accruals earned under Article 11, Section 12 (Sick Leave Incentive Pay) transferred annually to the PRMBT, and vacation accruals transferred annually (Article 7, Section 7) and at time of separation (Article 7, Section 6) to the PRMBT to the extent and as provided in those Articles of this MOU, with no option to receive the sick leave or vacation accruals in cash.

The City will incur no financial cost or obligation in connection with this contract or benefit. The City shall have no administrative responsibilities or liabilities related to this benefit, other than processing payroll deductions and leave transfers and contribution reporting on participating employees to the PRMBT.

The FFA shall hold the City harmless for the City's actions related to this Article, and indemnify the City against any liability the City may incur as a result of this Article, including but not limited to allowing the FFA to participate in the PRMBT or the City's processing of payroll deductions or sick and vacation leave transfers as set forth in this Article.

ARTICLE 34 – TERMS OF PROVISIONS

The provisions of this Memorandum of Understanding shall be effective and binding from January 1, 2022 through December 31, 2024.

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

If any part or provision of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the MOU shall not be affected. The Association will be duly notified of any such judicial or legislative action invalidating any section of this Agreement, and the Association and/or the City shall have right to meet and confer within thirty (30) days concerning said section. This MOU shall supersede all past agreements and City or department rules and ordinances that are in conflict with or are addressed by this MOU.

In addition, the City and the Association may mutually agree in writing to meet and confer on any subject within the scope of representation.

ARTICLE 35 - DEFINITIONS

BASE SALARY – Shall mean, for 56-hour personnel, the hourly rate derived by dividing the annual salary as developed by the Finance Department on their published salary schedule by the average number of scheduled work hours (2912) hours. For 40-hour personnel, the hourly salary derived by dividing the annual salary by 2080 hours. The annual salary does not include overtime, special or incentive pays or cash-outs.

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

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

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

DEMOTION – Shall mean the appointment of an employee holding a position in one class to a position in another class having a lower maximum salary rate, or to a lower step within the same.

DEPARTMENT – Shall mean an administrative branch including a group of employees under the immediate charge of a chief executive officer of a department of the City government, which latter officer shall be known as the department head.

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

IMMEDIATE FAMILY – Immediate family shall include the husband, wife, domestic partner (as defined by and registered with the California Secretary of State), mother and father of husband and wife and domestic partner, son, daughter, brother and sister of the employee, or any relative by blood or marriage or domestic partnership residing in the same household.

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

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

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

NORMAL WORK DAY – Shall mean operations personnel are not expected to work on projects of a non-emergency nature after 1700 hours. If an individual elects to work on a project or other administrative assignment after 1700 hours he shall do so of his own free choosing. No coercion, harassment or persuasion shall be placed on any individual either by the fire department administration or by the labor body.

PAY CYCLE – Two-week period for pay purposes.

PAY DAY – Day on which pay is given for previous pay cycle.

PAY PERIOD – 28-day period for purposes of overtime.

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

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

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

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

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

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

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

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

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

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

SALARY RATE – Shall mean a specific dollar amount, expressed as an annual rate, a monthly rate, a semi-monthly rate, a bi-weekly rate or an hourly rate, as shown in the compensation plan of the City.

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

TELESTAFF – Shall mean the department recognized staffing and payroll computer software program.

TEMPORARY ASSIGNMENT – Assignment of personnel to a 40-hour workweek in a position that is not designated as a permanent 40-hour assignment.

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

WORK DAY – Shall mean an eight (8) hour period as a normal work period.

WORK SHIFT – Shall mean twenty-four (24) hour period as normal work.