

TA  
Edward J. [unclear]  
10/17/18

**CITY OF NATIONAL CITY / NATIONAL CITY MUNICIPAL EMPLOYEES' ASSOCIATION (SEIU LOCAL 221)  
2018 MOU NEGOTIATIONS  
Package Tentative Agreement – 10/17/18**

10/17/2018  
Magister  
[unclear]

Term: 2 years, from July 1, 2018 through June 30, 2020

Wages (Article 21, Section 1): Effective retroactive to the first full pay period in July 2018, for persons employed on the date the City Council approves this MOU, the City will increase employees' salary by 3.0%.<sup>1</sup> Effective the first full pay period in July 2019, the City will increase employees' salary by a further 3.0%. (Delete current Section 1.)

PERS (Article 18): Effective retroactive to the first full pay period in July 2018, for persons employed on the date the City Council approves this MOU, all employees shall contribute 1.0% additional to their pensions. For classic employees, this shall be 1.0% toward the employer rate for a total of 9.0% overall contributed toward their pensions. For PEPRAs employees, this shall be 1.0% in excess of 50% of the normal cost of their pension. The City shall pursue and adopt a PERS contract amendment in connection with employees contributing toward the City's employer contribution rate.

Effective the first full pay period in July 2019, all employees shall contribute a further 1.0% to their pensions. For classic employees, this shall be a total of 2.0% toward the employer rate for a total of 10.0% overall contributed toward their pensions. For PEPRAs employees, this shall be 2.0% in excess of 50% of the normal cost of their pension.

Medical (Article 14, Section 2):

The City will offer medical and dental benefits to eligible employees. Employees who enroll shall receive a City contribution toward the cost of health and dental coverage. ~~For the duration of benefits year 2011, employees who enroll shall receive~~ health coverage as follows:

CITY'S CONTRIBUTION IF DON'T ELECT KAISER HIGH DEDUCTIBLE HEALTH PLAN (Kaiser HDHP):

<u>Employee only</u>	<u>\$527.41 month</u>
<u>Employee +1</u>	<u>\$876.54 month</u>
<u>Employee +2 or more</u>	<u>\$1,227.43 month</u>

CITY'S CONTRIBUTION IF ELECT THE KAISER HIGH DEDUCTIBLE

<sup>1</sup> Under this package tentative agreement, the City will pay retro back to the first full pay period in July from the date the City Council approves this MOU for increases in base wage and overtime hours worked. The City will pay retro back to the first full pay period in October 2018 for acting assignment pay. (See also summary of TAs on last page.)

HEALTH PLAN (Kaiser HDHP):

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

100% of premium for the lowest cost health and dental plans (\$457.56)	Employee Only
80% of premium for the lowest cost health and dental plans (\$736.80)	Employee plus one dependent
80% of premium for the lowest cost health and dental plans (\$1,029.81)	Employee plus two or more dependents

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

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

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

Section 3        Money In Lieu of Coverage

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

Provided that an employee shows proof of coverage under a non-City sponsored health plan, the employee, during the annual open enrollment, may elect not to participate in a City sponsored health plan and receive \$125/month maximum in lieu of coverage. Effective the first full pay period following City

Council approval of this MOU, the amount of maximum in lieu of coverage shall increase to \$175/month. Any actual savings realized by City during the previous calendar year from MEA employees opting out of City coverage will be calculated in January of each year and re-distributed equally to all MEA employees in the form of an increase of City contribution for health coverage.

Retiree Medical: For persons retiring after City Council approval of this MOU, Increase the monthly retiree medical amount for each year of pensionable service for persons with 20 full years of pensionable service from \$10 to \$20

Holidays (Article 2, Section 5): Continue holiday closures described in Article 2, Section 5 during term of MOU (Note: for first year, the dates would be 12/24/18 to 1/4/19).

Vacation Sell Back (Article 4, Section 7):

During the term of this agreement, all MEA members on a career basis meeting the eligibility criteria defined below may convert a minimum of twenty (20) hours and a maximum of eighty (80) hours of their accumulated vacation time payable not later than December of each year. The City shall attempt to process these requests prior to the Thanksgiving holiday.

In order to convert accrued vacation hours:

a) Employees must use a minimum of 50 vacation hours during the eligibility period and have at least 80 hours "on the books" before and after the request. Effective for the November 2018 to October 2019 eligibility period (See section d. below), employees must use a minimum of 30 vacation hours during the eligibility period and have at least 80 hours "on the books" before and after the request.

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

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

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

Sick Leave Accumulation (Article 8, Section 2.B.): Increase maximum sick leave accrual from 360 to 400 hours

Sick Leave Usage (Article 8, Section 3.B): Increase maximum sick leave accrual from 360 to 400 hours

Sick Leave Incentive Pay (Article 8, Section 12.C.): Increase the maximum sick leave accrual for use in supplementing pay for long term disability from 360 hours to 400 hours.

**Incorporate the following written tentative agreements, which are attached:**

- + Overtime (Article 11, Section 1): Add “furlough hours” to the type of paid leave hours that count as hours worked toward overtime eligibility.
- + Compensatory Time Off (Article 11, Section 2): Add language saying an employee may cash-out up to 80 hours of comp time per fiscal year
- + Acting Assignment Pay (Article 25, Section 2) (Attached TA modified with respect to effective dates only): Shorten time period required to qualify for acting assignment pay from 21 consecutive days to forty (40) consecutive hours effective the first full pay period in October 2018, for acting assignments where the first day of the acting assignment is on or after October 9, 2018.
- + Shift Differential (Article 25, Section 4): Increase from \$40 per pay period to \$50 per pay period
- + Time Off to Vote in Statewide Election (New Section): Add the following: “The City will comply with California Elections Code sections 14000 regarding employees’ right to paid time off from work in a State-wide election.”

**Under this package proposal, all City and MEA proposals not included above would be deemed withdrawn**


*OVERTIME*

**Article 11 ~~SICK LEAVE WITH PAY~~**

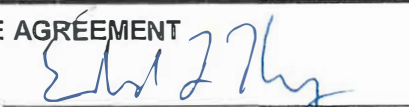
**Section 1 Standard Overtime**

- A. The smallest unit of time credited as overtime shall be one-tenth (1/10) hour.
- B. Overtime worked that is less than one-quarter (1/4) hour shall be rounded off to the nearest quarter hour eachweek.
- C. Overtime credit must be for work specifically suffered, ordered, requested or approved by the department head or a designated representative. Overtime compensation or compensating time shall be earned at the rate of one and one-half (1-1/2) times the eligible hours.
- D. Overtime compensation or compensating time shall be granted for hours exceeding forty (40) hours of time actually worked. Time worked includes all paid hours including sick leave, leaves during which Worker Compensation is paid, pre-approved vacation time, holidays, **furlough**, or any other time away from the job that is paid. The normal work week varies among City employees, and shall be determined by the employees official schedule or other approved schedule documentation on file in the Human Resources Department. Work, other than normal work schedule, directed for annual special events, such as the International Fair & Parade, the Independence Day celebration, Auto Heritage Days, Chili Cook-off, City-Wide Free Trash Pickup Days, and the Street Light Inspection Program, will be compensated according to overtime rates. For those events where the City Council approves overtime, employees working those events shall receive overtime pay.
- E. An employee who is directed by the department director to attend commission or council meetings held after normal working hours will be compensated per the "call-back" provision.

**TENTATIVE AGREEMENT**

  
Maggie Ta, Lead Negotiator  
City of National City MEA

07/02/2018  
DATE

  
Edward Kreisberg, Lead Negotiator  
City of National City

7/2/18  
DATE

City Center  
6/14/18

**CITY OF NATIONAL CITY / NATIONAL CITY MUNICIPAL  
EMPLOYEES' ASSOCIATION (SEIU LOCAL 221)  
2018 MOU NEGOTIATIONS**

**City Counter Proposal re MEA #20  
Compensatory Time Off (Article 11, Section 2)**

TA

June 14, 2018

Edward J. Hy  
7/2/18

**Section 2 Compensating Time Off**

- A. Consistent with the provisions of Section 1 above, employees may be credited with compensating time off for overtime worked up to a maximum accrual of 100 hours, upon prior request of the employee and approval of the department director.
- B. Compensating time off credits may be accumulated up to 100 "converted hours". Exceptions to exceed this maximum may be authorized by the Human Resources Director on request by the employee and approval of the Department Director under conditions set by the Human Resources Director.
- C. An employee shall be allowed to use compensating time off in increments of fifteen (15) minutes or more which may be taken in conjunction with vacation credits. Time off approval and scheduling shall be subject to the provisions of Article 3 of these articles.
- D. Written requests to use compensatory time off shall be treated in the same manner as requests to use vacation. ~~An employee who provides a written request fifteen (15) calendar days in advance of proposed use of compensatory time shall be allowed the time off to a maximum of forty (40) consecutive hours or be paid for the hours requested. No more than one (1) request per 30 calendar period is allowed except by agreement of the Department Director.~~ An employee will not be required to take compensatory time earned at straight time hour nor will an employee be required to take compensatory time within the same pay period as earned.
- E. Once each fiscal year, an employee may by written request cash out up to eighty (80) banked compensatory time hours.

M  
07/02/2018

CITY OF NATIONAL CITY / NATIONAL CITY MUNICIPAL  
EMPLOYEES' ASSOCIATION (SEIU LOCAL 221)  
2018 MOU NEGOTIATIONS

City  
6/14/18

City Counter Proposal re MEA #13  
Acting Assignment Pay (Article 25, Section 2)

June 14, 2018

Article 25

Section 2 Acting Assignment Pay

When an employee is officially assigned to perform the full range of duties of a higher paid classification for a period exceeding forty (40) consecutive hours ~~21 consecutive calendar days~~, such employee shall be compensated with a minimum of five (5) percent above the employee's current base hourly rates ~~salary~~ starting with the first hour of the assignment during the first six (6) months of such assignment. Beginning with the first full pay period after six consecutive months in the acting assignment, the employee shall be compensated with a minimum of, and ten (10) percent of the employee's base rate for time assigned in such status after six (6) consecutive months beginning at the start of the pay period closest to the 21<sup>st</sup> calendar day of such acting assignment. The duration of acting pay assignments shall not exceed one (1) calendar year.

TA

Edna L. King  
7/2/18

M. J. King  
07/02/2018

SEIU  
6/7/18

SEIU 221 NC MEA PROPOSAL: 14

DATE PROPOSED: 2018-06-07

AUTHORS INITIALS: MT

## ARTICLE 25 PAY DIFFERENTIALS

### Section 4 Shift Differential

Employees shall receive a shift differential of ~~\$40~~ \$50 per pay period in which the majority of their regularly scheduled shift is after 10:00 p.m. and before 6:00 a.m. the next day.

---

#### TENTATIVE AGREEMENT



06/14/2018

Maggie Ta, Lead Negotiator  
City of National City MEA

DATE



Edward Kreisberg, Lead Negotiator  
City of National City

DATE



SEIU 221 NC MEA PROPOSAL: 18

DATE PROPOSED: 2018-06-07

DATE CITY COUNTER PROPOSED: 2018-09-06

AUTHORS INITIALS: MT

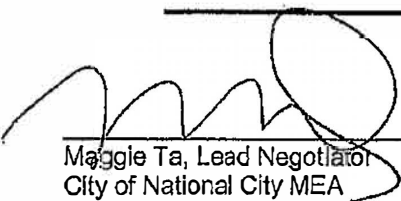
## ARTICLE 20 EMPLOYEE AND ASSOCIATION RIGHTS

### *Section 4 Time Off to Vote in Statewide Election*

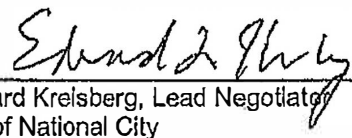
The City will comply with California Elections Code sections 14000 regarding employees' right to paid time off from work to vote in a State-wide election.

---

#### TENTATIVE AGREEMENT

  
Maggie Ta, Lead Negotiator  
City of National City MEA

09/19/18  
DATE

  
Edward Kreisberg, Lead Negotiator  
City of National City

9/19/18  
DATE