

**MEA  
AND  
CITY OF SAN DIEGO**

**FISCAL YEAR 14 GENERAL NEGOTIATIONS  
TENTATIVE AGREEMENT**

**May 22, 2013**

The San Diego Municipal Employees Association ("Union") and City of San Diego (the "City") have negotiated and reached a tentative agreement on a successor Memorandum of Understanding (MOU). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by Union membership, the Mayor and the City Council.

**Five-year Agreement Proposal**

#	Item	Proposal	MOU Section
1	Term	Five years: July 1, 2013 – June 30, 2018.	Article 3
2	Salary	During the term of this MOU, consistent with San Diego Charter section 70.2, no base compensation, defined as base salary or wages paid on a regular bi-weekly basis for services performed, for any classification will be increased to an amount higher than the base compensation for that classification set forth in the 2011 Fiscal Year Salary Ordinance (San Diego Ordinance No. O-19952, adopted on May 4, 2010). Exhibits A and B to the 2011 Fiscal Year Salary Ordinance, which are both related to the base salaries for the Classified Service, are attached to this MOU and incorporated into this MOU. Exhibit A sets forth the base salaries for the Classified Service. Exhibit B sets forth the Classified Service Classes and Standard Rates. The parties agree that there will be no increases to the base salaries for the classifications set forth in Exhibit A and B during the term of this	Article 21

		<p>MOU. The parties further agree that the creation of any new classifications during the term of this MOU must be consistent with San Diego Charter section 70.2(c). For reference, Exhibit C to the 2011 Fiscal Year Salary Ordinance, related to Classifications and Standard Salary Rates for the Unclassified Service, is also attached to this MOU</p> <p>The parties further agree that, consistent with San Diego Charter sections 70.1 and 70.2(b), during the term of this MOU, no new compensation will be added to the 2011 Fiscal Year Earnings Code Document, Exhibit A, which sets forth Wage Types Included in the Pensionable Wage Base, attached to this MOU and incorporated into this MOU.</p> <p>Notwithstanding these agreements, the parties acknowledge that individual employees may receive promotions during the term of this MOU under the authority of San Diego Charter section 124 and all applicable Civil Service Rules, Personnel Regulations, and other provisions. Further, the parties acknowledge that individual employees may receive an increase in pensionable compensation, within the limits set forth in Exhibit A or Exhibit C to the Fiscal Year 2011 Salary Ordinance, under the authority of San Diego Charter sections 130 and all applicable Civil Service Rules, Personnel Regulations, and other applicable provisions.</p>	
3	Increases to Non-pensionable Compensation	<p>The City increases non-pensionable compensation as follows:</p> <p><b>FY14:</b> 1. Increase Flexible Benefits Plan Dollar Value by \$770 on July 1, 2013, making the new total dollar value <b>\$6,845.</b></p>	Article 4,21, and 28

		<p>2. Eliminate all 52 hours of mandatory furlough for the following classifications on July 1, 2013:</p> <p>Police Records Clerk,  Senior Police Records Clerk,  Senior Police Records Data Specialist,  Police Records Data Specialist,  Police Records Data Specialist Supervisor,  Police Service Officers I &amp; II,  Police Investigative Service Officers I &amp; II,  Police Investigative Aides I &amp; II,  Police Investigative Aide 2 (Latent Print Examiner Aide)  Police Property and Evidence Clerk,  Property and Evidence Supervisor,  Senior Property and Evidence Supervisor,  Cal-ID Technician,  Supervising Cal-ID Technician,  Police Dispatch Supervisor,  Police Lead Dispatcher,  Police Dispatcher,  Police Dispatch Administrator,  Supervising Criminalist,  Supervising Criminalist (DNA),  Criminalist I &amp; II,  Criminalist I (DNA),  DNA Technical Manager,  Crime Scene Specialist,  Supervising Crime Scene Specialist,  Latent Print Examiners I &amp; II,  Supervising Latent Print Examiner,  Police Code Compliance Officer,  Police Code Compliance Supervisor,  Special Events Traffic Control Supervisor,  Special Events Traffic Controller I &amp; II,  Parking Enforcement Officers I &amp; II,  Parking Enforcement Supervisor,  Senior Parking Enforcement Supervisor,  Public Works Dispatcher,  Public Works Dispatch Supervisor,  Dispatcher I &amp; II,  Fire Dispatcher,  Fire Dispatch Supervisor, and  Fire Dispatch Administrator.</p>	
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3. For all other classifications, reduce 52 hours of mandatory furlough to 26 hours on July 1, 2013.

The current 3% pay deduction for Hourly employees will be reduced to a 1.25% pay deduction effective July 1, 2013.

**FY15 :**

1. Eliminate remaining 26 hours of mandatory furlough for all classifications on July 1, 2014.

2. Increase Flexible Benefits Plan Dollar Value by \$530 on July 1, 2014, making the new total dollar value **\$7,375**.

The remaining 1.25% pay deduction for Hourly employees will be eliminated effective July 1, 2014 when the City will begin making an additional .5% contribution to SPSP-H for each Hourly employee which the employee is not required to match. This means that the total required City contribution for Hourly employees will be 4.25% effective July 1, 2014.

**FY16:**

1. Increase Flexible Benefits Plan Dollar Value by \$1,180.00 on July 1, 2015, making the new total dollar value **\$8,555**.

The City will begin making an additional 1.75% contribution to SPSP-H for each Hourly employee which the employee is not required to match. This means that the total required City contribution for Hourly employees will be 6% effective July 1, 2015.

**FY17 Reopener:**

MEA may reopen this MOU solely to meet and confer regarding increases to non-pensionable compensation in FY17


		<p>upon written request to the City's Human Resources Director on or before November 1, 2015. If MEA fails to provide a written request to the City by November 1, 2015, it waives its right to reopen the MOU. The parties understand and agree that MEA's right to reopen this MOU does not give the City the right to seek decreases to either pensionable or non-pensionable compensation for employees represented by MEA for Fiscal Year 2017. If MEA exercises this reopener, any impasse procedures required by the Meyers-Miliias-Brown Act or City Council Policy 300-06 as stated on November 1, 2015, or as amended thereafter, will control.</p> <p><b>FY18 Reopener:</b>  MEA may reopen this MOU solely to meet and confer regarding increases to non-pensionable compensation in FY18 upon written request to the City's Human Resources Director on or before November 1, 2016. If MEA fails to provide a written request to the City by November 1, 2016, it waives its right to reopen the MOU. The parties understand and agree that MEA's right to reopen this MOU does not give the City the right to seek decreases to either pensionable or non-pensionable compensation for employees represented by MEA for Fiscal Year 2018. If MEA exercises this reopener, any impasse procedures required by the Meyers-Miliias-Brown Act or City Council Policy 300-06 as stated on November 1, 2016, or as amended thereafter, will control.</p>	
4	Long Term Disability (LTD)	City will issue a RFP to fully insure and administer the LTD Program by an outside vendor. City will meet and confer with MEA over the impacts of this decision.	Article 59
5	Retirement Offset Contribution	<b>FY14:</b> On July 1, 2013, eliminate the remaining .4% Retirement Offset Contribution.	Article 22

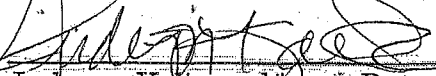
6	Reopeners	<p>1. The parties acknowledge that four of the City's recognized employee organizations have filed a consolidated unfair labor practice charge with the California Public Employment Relations Board (PERB) related to Proposition B (PERB litigation). The parties acknowledge that the City and the four employee organizations involved in the PERB litigation have the right, under California Government Code section 3509.5 and other applicable law, to exhaust all appeals if aggrieved as a result of a final decision by PERB. This right includes filing a writ of extraordinary relief with the California Court of Appeal and taking any other action in any court of competent jurisdiction that is authorized by law.</p> <p>Nothing in this Memorandum of Understanding (MOU) is intended to waive that right. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be unlawful or invalid, in whole or in part, the parties to this MOU agree to reopen negotiations, upon request by a party, on that provision or aspect of Proposition B declared to be unlawful or invalid. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be lawfully adopted, the parties to this MOU agree to reopen negotiations, upon request by a party, on any provisions or aspects of Proposition B not yet implemented. The parties agree that, regardless of the outcome of the PERB litigation or exercise of this reopener, the provisions regarding limitations to base compensation and to other pensionable pay components set forth in Article 21 will remain in effect.</p> <p>2. At the request of either the City or Union during the term of this MOU, the</p>	Article 4
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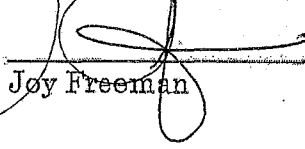
		<p>parties will meet and confer over the implementation of a death and disability benefit for employees who are covered by the Interim Defined Contribution Plan.</p> <p>3. By no later than August 1, 2013, the parties will reopen negotiations on health care benefits for current employees. The purpose of the negotiations will be to determine if modification to the current Flexible Benefit Plan can result in lower out-of-pocket expenses for current employees. The negotiations will proceed with a two-step process as follows:</p> <p>Step 1, the City and Union along with the City's other five recognized employee organizations to conduct a joint study which will review and analyze health care related subjects to include:</p> <ol style="list-style-type: none"> <li>1. Current plans for all employees</li> <li>2. Potential plan design changes</li> <li>3. Number of plans available to employees</li> <li>4. Health Reimbursement Arrangement Accounts (HRA Accounts)</li> <li>5. Number of health care providers for employees</li> <li>6. The Affordable Health Care Act</li> <li>7. Use of Voluntary Employees' Beneficiary Association (VEBA)</li> <li>8. Restrictions on employee's ability to opt out of coverage</li> <li>9. Wellness Program</li> </ol> <p>Step 2, the parties will then meet and confer over the issue.</p> <p>4. By no later than July 1, 2013, the City and Union will begin a Rewards and Recognition Study to evaluate the current rewards and recognition programs and policies within individual City departments, and meet and confer over a standardized Citywide Rewards</p>	
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		and Recognition Program that promotes positive morale and recognizes employee excellence.	
		5. By no later than October 1, 2013, the City and Union along with the City's other five recognized employee organizations will begin meet and confer over modifications to the City's Employee Relations Resolution contained in Council Policy 300-06 to comply with the Meyers-Millias-Brown Act as amended in August 1, 2012.	
7	Discretionary Leave	FY14-FY18: Continue the 16 hours of discretionary leave currently available to employees in FY13 on the same terms during each year of this 5-year MOU.	Article 87
8	Bereavement Leave	Effective July 1, 2013, increase paid bereavement leave to 5 paid days upon a qualifying event under the terms of current MOU.	Article 85
9	TAP	Effective July 1, 2013, increase the current 75% reimbursement to 90%	Article 53
10	Clean-Up language	Non-substantive revisions to update MOU	Various

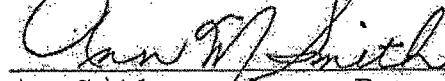
FOR THE CITY

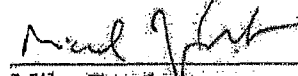
  
 Timothy Davis Date May 28, 2013


  
 Judy vanKalinowski Date 5/28/13

  
 Joy Freeman Date 5/28/12

FOR THE UNION

  
 Ann Smith Date 5/23/13

  
 Mike Zuechet Date 5-23-13

  
 Bob Cronk, President Date 5-23-13



**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
 EMPLOYEES, LOCAL 127  
 AND  
 CITY OF SAN DIEGO  
 FISCAL YEAR 2014 GENERAL NEGOTIATIONS  
 TENTATIVE AGREEMENT**

**May 28, 2013**

The American Federation Of State, County and Municipal Employees, Local 127 ("Local 127") and City of San Diego (the "City") have negotiated and reached a tentative agreement on a successor Memorandum of Understanding (MOU). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by Local 127 membership, the Mayor and the City Council.

**Five-Year Agreement**

#	Item	Proposal	MOU Article
1	Term	Five-years	Article 2
2	Salary	During the term of this MOU, consistent with San Diego Charter section 70.2, no base compensation, defined as base salary or wages paid on a regular bi-weekly basis for services performed, for any classification will be increased to an amount higher than the base compensation for that classification set forth in the 2011 Fiscal Year Salary Ordinance (San Diego Ordinance No. O-19952, adopted on May 4, 2010). Exhibits A and B to the 2011 Fiscal Year Salary Ordinance, which are both related to the base salaries for the Classified Service, are attached to this MOU and incorporated into this MOU. Exhibit A sets forth the base salaries for the Classified Service. Exhibit B sets forth the Classified Service Classes and Standard Rates. The parties agree that there will be no increases to the base salaries for the classifications set forth in Exhibit A and B during the term of this MOU. The parties further agree that the creation of any new classifications during the term of this MOU must be consistent with San Diego Charter section 70.2(c). For reference, Exhibit C to the 2011 Fiscal Year	Article 14

		<p>Salary Ordinance, related to Classifications and Standard Salary Rates for the Unclassified Service, is also attached to this MOU.</p> <p>The parties further agree that, consistent with San Diego Charter sections 70.1 and 70.2(b), during the term of this MOU, no new compensation will be added to the 2011 Fiscal Year Earnings Code Document, Exhibit A, which sets forth Wage Types Included in the Pensionable Wage Base.</p> <p>Notwithstanding these agreements, the parties acknowledge that individual employees may receive promotions during the term of this MOU under the authority of San Diego Charter section 124 and all applicable Civil Service Rules, Personnel Regulations, and other provisions. Further, the parties acknowledge that individual employees may receive an increase in pensionable compensation, within the limits set forth in Exhibit A or Exhibit C to the Fiscal Year 2011 Salary Ordinance, under the authority of San Diego Charter sections 130 and all applicable Civil Service Rules, Personnel Regulations, and other applicable provisions.</p>	
3	Increases to Non-pensionable Compensation	<p>The City increases non-pensionable compensation, as follows:</p> <p>Increases to Flexible Benefits Annual Allotment:</p> <ol style="list-style-type: none"> <li>1. In FY14, the Flexible Benefit Plan (FBP) new tiers will be established as follows:             <ol style="list-style-type: none"> <li>a. Health Waiver - \$5,000.00</li> <li>b. Employee Only - \$6,000.00</li> <li>c. Employee &amp; Spouse/Domestic Partner - \$7,210.00</li> <li>d. Employee &amp; Children - \$6,550.00</li> <li>e. Employee &amp; Spouse/Domestic Partner &amp; Children - \$8,250.00</li> </ol> </li> <li>2. FY15 – FBP annual allotment will be increased by \$903.00 from the FY14 annual allotment in each tier</li> <li>3. FY16 – FBP annual allotment will be</li> </ol>	Articles 25, 32, & 75

		<p>increased by \$903.00 from the FY15 annual allotment in each tier</p> <p>4. FY17 – Local 127 may reopen this MOU solely to meet and confer regarding increases to non-pensionable compensation in FY17 upon written request to the City's Human Resources Director on or before November 1, 2015. If Local 127 fails to provide a written request to the City by November 1, 2015, it waives its right to reopen the MOU. The parties understand and agree that Local 127's right to reopen this MOU does not give the City the right to seek decreases to either pensionable or non-pensionable compensation for employees represented by Local 127 for Fiscal Year 2017. If this reopener is exercised by Local 127, any impasse procedures required by the Meyers-Miliias-Brown Act or City Council Policy 300-06 as stated on November 1, 2015 or as amended thereafter will control.</p> <p>5. FY18 – Local 127 may reopen this MOU solely to meet and confer regarding increases to non-pensionable compensation in FY18 upon written request to the City's Human Resources Director on or before November 1, 2016. If Local 127 fails to provide a written request to the City by November 1, 2016, it waives its right to reopen the MOU. The parties understand and agree that Local 127's right to reopen this MOU does not give the City the right to seek decreases to either pensionable or non-pensionable compensation for employees represented by Local 127 for Fiscal Year 2018. If this reopener is exercised by Local 127, any impasse procedures required by the Meyers-Miliias-Brown Act or City Council Policy 300-06 as stated on November 1, 2016 or as amended thereafter will control.</p> <p>6. Paid Bereavement Leave of up to five (5) days is available for use during each fiscal year of this MOU upon the death of an employee's spouse, father, mother, brother, sister, son, daughter (son or daughter to</p>	
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		<p>include: step-, foster, or adopted), or state-registered domestic partner, with a limit of one (1) eligible death per fiscal year. Proof of death (death certificate, obituary, funeral program, etc.) must be provided before an employee can receive Bereavement Leave, which is in addition to annual leave, and must be submitted within thirty (30) calendar days of when the employee returns to work.</p> <p>7. Discretionary Leave</p> <p>A. During the term of this MOU, all full time employees will receive sixteen (16) hours of Discretionary Leave for use during each fiscal year of this MOU and the Discretionary Leave identified in this Section has no eligibility requirements except as set forth in this Section. Three-quarter time (12) employees will receive twelve hours of discretionary leave for use during each fiscal year of this MOU. Half-time employees will receive eight (8) hours of discretionary leave for use during each fiscal year of this MOU.</p> <p>B. Each employee will schedule his or her discretionary leave hours in the same manner as annual leave is presently scheduled pursuant to the departmental annual leave guidelines.</p> <p>C. All leave granted under this Article must be used by June 30 of each fiscal year, or it will be forfeited.</p> <p>1) Section C above does not amend, modify or alter any discretionary leave that may be granted under Administrative Regulation 95.91 (Employee Recognition and Rewards Program).</p>	
4	Long Term Disability (LTD)	City will issue a RFP to fully insure and administer the LTD Program by an outside vendor. Parties will meet and confer over any impacts as the result of the implementation a new LTD program.	Articles 8 & 71

5	Reopeners	<p>1. The parties acknowledge that four of the City's recognized employee organizations have filed a consolidated unfair labor practice charge with the California Public Employment Relations Board (PERB) related to Proposition B (PERB litigation). The parties acknowledge that the City and the four employee organizations involved in the PERB litigation have the right, under California Government Code section 3509.5 and other applicable law, to exhaust all appeals if aggrieved as a result of a final decision by PERB. This right includes filing a writ of extraordinary relief with the California Court of Appeal and taking any other action in any court of competent jurisdiction that is authorized by law. Nothing in this Memorandum of Understanding is intended to waive that right. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be unlawful or invalid, in whole or in part, the parties to this Memorandum of Understanding (MOU) agree to reopen negotiations, upon request by a party, on that provision or aspect of Proposition B declared to be unlawful or invalid. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be lawfully adopted, the parties to this MOU agree to reopen negotiations, upon request by a party, on any provisions or aspects of Proposition B not yet implemented. The parties agree that, regardless of the outcome of the PERB litigation or exercise of this reopener, the provisions regarding limitations to base compensation and to other pensionable pay components set forth in Article 14 will remain in effect.</p> <p>2. At the request of either the City or Local 127 during the term of this MOU, the parties will meet and confer over the implementation of a death and disability benefit for employees who are covered by the Interim Defined Contribution Plan.</p> <p>3. By no later than August 1, 2013, the parties</p>	Article 8
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		<p>will reopen negotiations on health care benefits for current employees. The purpose of the negotiations will be to determine if modification to the current Flexible Benefit Plan can result in lower out-of-pocket expenses for current employees. The negotiations will proceed with a two-step process as follows:</p> <p>Step 1, the City and Local 127 along with the City's other five recognized employee organizations will conduct a joint study which will review and analyze healthcare related subjects to include:</p> <ol style="list-style-type: none"><li>1. Current plans for all employees</li><li>2. Potential plan design changes</li><li>3. Number of plans available to employees</li><li>4. Health Reimbursement Arrangement Accounts (HRA Accounts)</li><li>5. Number of health care providers for employees</li><li>6. The Affordable Health Care Act</li><li>7. Use of Voluntary Employees' Beneficiary Association (VEBA)</li><li>8. Restrictions on employee's ability to opt out of coverage</li><li>9. Wellness Program</li></ol> <p>Step 2, the parties will then meet and confer over the issue.</p> <ol style="list-style-type: none"><li>4. By no later than July 1, 2013, the City and Local 127 will commence a Rewards and Recognition Study to evaluate the current rewards and recognition programs and policies within individual City departments, and meet and confer over a standardized Citywide Rewards and Recognition Program that promotes positive morale and recognizes employee excellence.</li><li>5. By no later than October 1, 2013, the City and Local 127 along with the City's other five recognized employee organizations will begin meet and confer over modifications to the City's Employee Relations Resolution contained in Council Policy 300-06 to comply with the Meyers-Milias-Brown Act as amended in August 1, 2012.</li></ol>	
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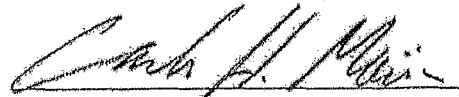
6	Clean-Up Language	Non-substantive revisions to update MOU	Various
7	Tentative Agreements	This offer includes all signed Tentative Agreements.	Various
8	Contracting In Protocol And Charter Section 117(c) Alternative Managed Competition Guide Book	The Parties agree to resolve the language on the Contracting In Protocol And Charter Section 117(c) Managed Competition Alternative proposal by the close of business on Friday, May 31, 2013.	10

FOR THE CITY

FOR LOCAL 127

  
 Timothy Davis

May 28, 2013  
 Date

 5/24/13  
 Carlos Mejia Date

**DEPUTY CITY ATTORNEYS ASSOCIATION (DCAA)  
AND  
CITY OF SAN DIEGO  
FISCAL YEAR 2014  
CONTRACT NEGOTIATIONS  
TENTATIVE AGREEMENT**

May 23, 2013

The Deputy City Attorneys Association ("DCAA") and City of San Diego (the "City") have negotiated and reached a tentative agreement on a successor Memorandum of Understanding (MOU). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by Union membership, the Mayor and the City Council.

**Five-year Agreement**

#	Item	Proposal	MOU Section
1	Term	Five-year	Article 3
2	Salary	During the term of this MOU, consistent with San Diego Charter section 70.2, no base compensation, defined as base salary or wages paid on a regular bi-weekly basis for services performed, for any classification will be increased to an amount higher than the base compensation for that classification set forth in the 2011 Fiscal Year Salary Ordinance (San Diego Ordinance No. O-19952, adopted on May 4, 2010). Exhibits A, B, and C to the 2011 Fiscal Year Salary Ordinance are attached to this MOU and incorporated by reference. Exhibit A sets forth the base salaries for the Classified Service. Exhibit B sets forth the Classified Service Classes and	Article 5



		<p>Standard Rates. Exhibit C relates to Classifications and Standard Salary Rates for the Unclassified Service. The parties agree that there will be no increases to the standard salary rates for the classifications represented by the DCAA set forth in Exhibit C during the term of this MOU.</p> <p>The parties further agree that the creation of any new classifications during the term of this MOU must be consistent with San Diego Charter section 70.2(c).</p> <p>The parties further agree that, consistent with San Diego Charter sections 70.1 and 70.2(b), during the term of this MOU, no new compensation will be added to the 2011 Fiscal Year Earnings Code Document, Exhibit A, which sets forth Wage Types Included in the Pensionable Wage Base.</p> <p>Notwithstanding these agreements, the parties acknowledge that individual employees may receive promotions during the term of this MOU under the authority of San Diego Charter section 124 and all applicable Civil Service Rules, Personnel Regulations, and other provisions. Further, the parties acknowledge that individual employees may receive step increases and grade advancements which may result in increases to pensionable compensation, within the limits set forth in Exhibit A or Exhibit C to the Fiscal Year 2011 Salary Ordinance whichever is applicable.</p>	
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		<p>The parties agree that Deputy City Attorney IVs will be entitled to step increases on an annual basis upon a satisfactory performance evaluation, and as soon as practical will meet and confer over the implementation of the decision. The parties understand that no compensation increases will total more than the combined totals in section 4, Increases to Non-pensionable Compensation, below.</p>	
3	Salary	<p>2. Compensation Survey</p> <p>The City will target a completion date of January 2016 for a comprehensive compensation survey to be conducted by a private, professional firm with expertise in this area..</p>	Article 5
4	Increases to Non-pensionable Compensation	<p>The City increases non-pensionable compensation, as follows:</p> <ol style="list-style-type: none"> <li>1. FY14 – Eliminate 32 hours of mandatory furlough and increase FY13 annual flexible benefits allotment by \$68.00.</li> <li>2. FY15 - Increase FY13 annual flexible benefits allotment by \$1,936.</li> <li>3. FY16 - Increase FY13 annual flexible benefits allotment by \$3,940.00.</li> <li>4. FY17 – Union may reopen this MOU to meet and confer regarding increases to non-pensionable compensation in FY17 upon written request to the City's Human Resources Director on or before November 1, 2015.</li> </ol>	Article 6

		<p>If Union fails to provide a written request to the City by November 1, 2015, it waives its right to reopen the MOU. The parties understand and agree that Union's right to reopen this MOU does not give the City the right to seek decreases to either pensionable or non-pensionable compensation for employees represented by Union for Fiscal Year 2017. If this reopener is exercised by Union, any impasse procedures required by the Meyers-Millias-Brown Act or City Council Policy 300-06 as stated on November 1, 2015 or as amended thereafter will control.</p> <p>5. FY18 - Union may reopen this MOU to meet and confer regarding increases to non-pensionable compensation in FY18 upon written request to the City's Human Resources Director on or before November 1, 2016. If Union fails to provide a written request to the City by November 1, 2016, it waives its right to reopen the MOU. The parties understand and agree that Union's right to reopen this MOU does not give the City the right to seek decreases to either pensionable or non-pensionable compensation for employees represented by Union for Fiscal Year 2018. If this reopener is exercised by Union, any impasse procedures required by the Meyers-Millias-Brown Act or City Council Policy 300-06 as stated on November 1, 2016 or as amended thereafter will control.</p> <p>6. Paid Bereavement Leave of up to five (5) days is available for use during each fiscal year of this</p>	
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		<p>MOU upon the death of an employee's spouse, father, mother, brother, sister, son, daughter (son or daughter to include: step-, foster, or adopted), or state-registered domestic partner, with a limit of one (1) eligible death per fiscal year. Proof of death (death certificate, obituary, funeral program, etc.) must be provided before an employee can receive Bereavement Leave, which is in addition to annual leave, and must be submitted within thirty (30) calendar days of when the employee returns to work.</p> <p>7. Discretionary Leave</p> <p>A. During the term of this MOU, all full time employees will receive sixteen (16) hours of Discretionary Leave for use during each fiscal year of this MOU and the Discretionary Leave identified in this Section has no eligibility requirements except as set forth in this Section. Three-quarter time employees will receive twelve (12) hours of Discretionary Leave for use during each fiscal year of this MOU. Half-time employees will receive eight (8) hours of Discretionary Leave for use during each fiscal year of this MOU.</p> <p>B. Each employee will schedule his or her discretionary leave hours in the same manner as annual leave is presently scheduled pursuant to the department's annual leave guidelines.</p>	
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		<p>C. All leave granted under this Article must be used by June 30 of each fiscal year, or it will be forfeited.</p> <p>D. Section C above does not amend, modify or alter any discretionary leave that may be granted under Administrative Regulation 95.91 (Employee Recognition and Rewards Program).</p>	
5	Long Term Disability (LTD)	City will issue a RFP to fully insure and administer the LTD Program by an outside vendor.	Article 30
6	Reopeners	<p>1. The parties acknowledge that four of the City's recognized employee organizations have filed a consolidated unfair labor practice charge with the California Public Employment Relations Board (PERB) related to Proposition B (PERB litigation). The parties acknowledge that the City and the four employee organizations involved in the PERB litigation have the right, under California Government Code section 3509.5 and other applicable law, to exhaust all appeals if aggrieved as a result of a final decision by PERB. This right includes filing a writ of extraordinary relief with the California Court of Appeal and taking any other action in any court of competent jurisdiction that is authorized by law.</p> <p>Nothing in this Memorandum of Understanding (MOU) is intended to waive that right. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be unlawful or</p>	Article 4

		<p>invalid, in whole or in part, the parties to this MOU agree to reopen negotiations, upon request by a party, on that provision of Proposition B declared to be unlawful or invalid. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be lawfully adopted, the parties to this MOU agree to reopen negotiations, upon request by a party, on any provisions of Proposition B not yet implemented. The parties agree that, regardless of the outcome of the PERB litigation or exercise of this reopener, the provisions regarding limitations to base compensation and to other pensionable pay components set forth in Article 5 will remain in effect.</p> <p>2. At the request of either the City or Union during the term of this MOU, the parties will meet and confer over the implementation of a death and disability benefit for employees who are covered by the Interim Defined Contribution Plan.</p> <p>3. By no later than August 1, 2013, the parties will reopen negotiations on health care benefits for current employees. The purpose of the negotiations will be to determine if modification to the current Flexible Benefit Plan can result in lower out-of-pocket expenses for current employees. The negotiations will proceed with a two-step process as follows:</p>	
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		<p>Step 1, the City and Union along with the City's other five recognized employee organizations to conduct a joint study which will review and analyze healthcare related subjects to include:</p> <ol style="list-style-type: none"><li>1. Current plans for all employees</li><li>2. Potential plan design changes</li><li>3. Number of plans available to employees</li><li>4. Health Reimbursement Arrangement Accounts (HRA Accounts)</li><li>5. Number of health care providers for employees</li><li>6. The Affordable Health Care Act</li><li>7. Use of Voluntary Employees' Beneficiary Association (VEBA)</li><li>8. Restrictions on employee's ability to opt out of coverage</li><li>9. Wellness Program</li></ol> <p>Step 2, the parties will then meet and confer over the issue.</p> <p>4. By no later than July 1, 2013, the City and Union will commence a Rewards and Recognition Study to evaluate the current rewards and recognition programs and policies within individual City departments, and meet and confer over a standardized Citywide Rewards and Recognition Program that promotes positive morale and recognizes employee excellence.</p> <p>5. By no later than October 1, 2013, the City and DCAA along</p>	
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		with the City's other five recognized labor organizations will begin to meet and confer over modifications to the City's Employee Relations Resolution contained in Council Policy 300-06 to comply with the Meyers-Millas-Brown Act as amended in August 1, 2012.	
7	Labor Management Committee	The LMC shall meet at least four (4) times per year.	Article 33
8	Job Descriptions	During the first year of this agreement, the City will meet and consult with DCAA to discuss job descriptions for all Deputy City Attorneys covered by this MOU.	New Article
9	Clean-Up Language	Non-substantive revisions to update MOU	Various
10	Tentative Agreements	This offer includes all signed Tentative Agreements.	Various

FOR THE CITY



Timothy Davis

May 28, 2013

Date

FOR THE UNION



Michael Hudson

5.23.13

Date



