

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 911
AND
CITY OF SAN DIEGO**

**FISCAL YEAR 14 GENERAL NEGOTIATIONS
TENTATIVE AGREEMENT**

May 23, 2013

The International Brotherhood of Teamsters, Local 911 ("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 Article
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 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	Article 21

		<p>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 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>	
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3	Increases to Non-pensionable Compensation	<p>The City increases non-pensionable compensation, as follows:</p> <p>1. FY14 – Elimination of mandatory furlough for all classifications. Increase FY13 annual flexible benefits allotment by \$1,613</p> <p>The current 3% pay deduction for Hourly employees will be reduced to a .75% pay deduction effective July 1, 2013.</p> <p>2. FY15 – Increase FY13 annual flexible benefits allotment by \$2,706.</p> <p>The current .75% pay deduction for Hourly employees will be eliminated effective July 1, 2014, and 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.</p> <p>3. FY16 - Increase FY13 annual flexible benefits allotment by \$4,236.</p> <p>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 6.00% effective July 1, 2015.</p> <p>4. FY17 – Union 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</p>	Article 4, 21, and 27
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		<p>before November 1, 2015. If the 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 the 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 the Union for Fiscal Year 2017. If this reopener is exercised by the Union, 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. FY 18 – The Union 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 the 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 the 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 the Union for Fiscal Year 2018. If this reopener is exercised by the Union, 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</p>	
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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.

7. Discretionary Leave

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.

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.

C. All leave granted under this Article must be used by June 30

		<p>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>	
4	Long Term Disability (LTD)	City will issue a RFP to fully insure and administer the LTD Program by an outside vendor.	Article 57
5	Retirement Offset Contribution	Eliminate the 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. 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</p>	Article 4

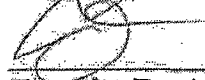
	<p>part, the parties to this MOU agree to reopen negotiations, upon request by a party, on that provision or aspect of Proposition B declared to be unlawful or invalid. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision 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 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</p>	
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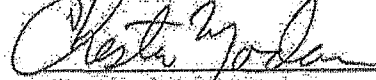
		<p>analyze health care related subjects to include:</p> <ol style="list-style-type: none"> 1. Current plans for all employees 2. Potential plan design changes 3. Number of plans available to employees 4. Health Reimbursement Arrangement Accounts (HRA Accounts) 5. Number of health care providers for employees 6. The Affordable Health Care Act 7. Use of Voluntary Employees' Beneficiary Association (VEBA) 8. Restrictions on employee's ability to opt out of coverage 9. Wellness Program <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 and Recognition Program that promotes positive morale and recognizes employee excellence.</p> <p>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.</p>	
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7	Clean-Up language	Non-substantive revisions to update MOU	Various
8	Tentative Agreements	<p>This offer includes all signed Tentative Agreements.</p> <p>The City and Union will continue to meet and discuss additional time off requests.</p> <p>The City and Union will continue to meet and discuss the Implementation of the Public Safety Officers Procedural Bill of Rights.</p>	Various


FOR THE CITY

FOR THE UNION


 Timothy Davis May 28, 2013
 _____ Date


 Chester Mordasini 5-23-2013
 _____ Date


 Judy von Kalinowski 5/28/13
 _____ Date


 Joy Freeman 5/28/13
 _____ Date

**LOCAL 145, IAFF
 AND
 CITY OF SAN DIEGO
 FISCAL YEAR 2014
 CONTRACT NEGOTIATIONS
 TENTATIVE AGREEMENT**

May 23, 2013

Local 145, International Association of Fire Fighters (Local 145) 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 27
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	Article 24

		<p>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 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</p>	
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		<p>San Diego Charter sections 130 and all applicable Civil Service Rules, Personnel Regulations, and other applicable provisions.</p>	
<p>3</p>	<p>Increases to Non-pensionable Compensation</p>	<p>The City increases non-pensionable compensation, as follows:</p> <ol style="list-style-type: none"> 1. FY14 – Increase FY 13 annual flex benefits allotment by \$1899.00. 2. FY15 – Increase FY 13 annual flex benefits allotment by \$2954.00. 3. FY16 – Increase FY 13 annual flex benefits allotment by \$4431.00. 4. FY17 – Union 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 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. 5. FY18 - Union may reopen this 	<p>Article 22</p>

		<p>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 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-Milius-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 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>	
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		<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> <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>	
4	Long Term Disability (LTD)	City will issue a RFP to fully insure and administer the LTD Program by an outside vendor.	Article 59
5	Reopeners	1. The parties acknowledge that four of the City's recognized	Article 31

		<p>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</p>	
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		<p>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 24 will remain in effect.</p> <p>2. At the request of either the City or Local 145 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> <p>Step 1, the City and Local 145 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">1. Current plans for all employees2. Potential plan design changes3. Number of plans available to employees4. Health Reimbursement Arrangement Accounts (HRA Accounts)	
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		<ol style="list-style-type: none"> 5. Number of health care providers for employees 6. The Affordable Health Care Act 7. Use of Voluntary Employees' Beneficiary Association (VEBA) 8. Restrictions on employee's ability to opt out of coverage 9. Wellness Program <p>Step 2, the parties will then meet and discuss over the issue and any decision on the issue will be decided by mutual agreement.</p> <p>4. By no later than July 1, 2013, the City and Local 145 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 Local 145 along 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-Millias-Brown Act as amended in August 1, 2012.</p>	
6	Formal Representation	C. Effective July 1, 2013, eight (8) hours of release time every four months is authorized for Local 145's trustee representative for the purpose of	Article 30

		attending Southern California Firefighters Benefit Trust board meetings. No overtime is authorized. Additional release time may be granted subject to the approval of the Human Resources Director.	
7	LMC re Uniform Presence at FCC	During the term of this MOU, the City and Local 145 agree to meet and consult on the feasibility of increasing the uniform/sworn presence in the Fire Communications Center.	New Article
8	FLSA 28-Day Cycle	During the term of this MOU, the City and Local 145 agree to meet and consult regarding a change in the FLSA period from a 28 day cycle of 212 hours to a 14 days cycle of 106 hours. Any change to the FLSA cycle may only be done by mutual agreement.	Article 36
9	Disciplinary Action Removal	1. Formal reprimands without further penalty more than two years old, and those with additional penalty more than three years old, will be destroyed, and will not be considered for purposes of promotions, transfers, special assignments, and disciplinary actions, except as to disciplinary actions when the reprimands show patterns of specific similar misconduct. Reprimands may be retained in the employee's personnel file as set forth in this Article. Upon request of the employee, such reprimands will be destroyed on this basis. In the event an employee fails to make such a request, on discovery by Management any reprimand will be destroyed in accordance with this provision and shall not be relied upon for subsequent	Article 43

		<p>disciplinary action.</p> <p>2. Written counselings and written warnings, more than one year old will be destroyed and will not be considered for purposes of promotions, transfers, special assignments, and disciplinary actions, except as to disciplinary actions involving specific similar misconduct as that addressed in the letter of counseling or letter of warning. Letters of counseling and letters of warning may be retained in the employee's personnel jacket as set forth in this Article. Upon request of the employee, such letters of counseling and letters of warning will be destroyed on this basis. In the event an employee fails to make such a request, on discovery by</p> <p>53Management any counseling or warning will be destroyed in accordance with this provision and shall not be relied upon for subsequent disciplinary action.</p>	
10	Bar to Promotions	<p>Suspensions of 24 hours or greater within the last two years will be considered a bar to promotion, and such suspension will only remain a bar for a two-year period following the date the suspension is served by the employee. Suspensions related to tardiness, mandatory overtime refusal, unscheduled leave, unapproved leave without pay, and lost equipment will not be a bar to promotion unless they exceed 48 hours.</p>	Article 43
11	Clean-Up Language	Non-substantive revisions to update MOU	Various

TA Between the City and Local 145
May 23, 2013
pg. 11

12	Tentative Agreements	This offer Includes all signed Tentative Agreements	Various
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FOR THE CITY

FOR THE UNION



Timothy Davis

May 28, 2013

Date



Frank DeClercq Date

**SAN DIEGO POLICE OFFICERS ASSOCIATION
AND
CITY OF SAN DIEGO
FISCAL YEAR 2014 GENERAL NEGOTIATIONS
TENTATIVE AGREEMENT**

May 17, 2013

The San Diego Police Officers Associations ("Association") 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 Article
1	Term	Five-years	Article 4
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 Salary Ordinance, related to Classifications and Standard Salary Rates for the Unclassified Service, is also	Article 25

		<p>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:</p> <ol style="list-style-type: none"> 1. FY14 – Increase FY13 annual flexible benefit allotment by \$1,934.00 2. FY15 – Increase FY13 flexible benefit allotment by \$2,902.00 3. FY16 – Increase FY13 annual flexible benefit allotment by \$4,836.00 4. FY17 – Union may reopen this MOU solely to meet and confer regarding increases to non-pensionable compensation in FY17 with a minimum of 1% upon written request to the City's Human Resources Director on or before November 1, 2015. If Union fails to provide a written request to the City by November 1, 2015, it waives its right to reopen the MOU. The 	Articles 13, 69, & 74

		<p>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-Milias-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 solely to meet and confer regarding increases to non-pensionable compensation in FY18 with a minimum of 1% 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-Milias-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 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>	
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		<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.	Article 45
5	Retirement	<p>1. The City proposes a defined contribution retirement plan for Police Recruits, the SPSP-H Plan, which is being used as an Interim Defined Contribution Retirement Plan for benefited employees while the City negotiates a permanent plan. The mandatory employee and matching employer contributions are 11% of compensation. Under this plan, employee contributions are post-tax and both employer and employee contributions are immediately 100% vested. Once a Permanent Defined Contribution Retirement Plan is in place for new benefited employees, eligibility for any death</p>	Article 44

		<p>and disability benefits offered under the permanent plan will apply retroactively to October 1, 2012.</p> <p>2. Effective July 1, 2013 the maximum amount of retirement benefit payable to a sworn police officer, who is hired after the effective date of this section and who is a participant under the Defined Benefit Pension Plan, shall be an amount equivalent to 80% at age 55 of the average of the participant's highest consecutive 36 months of Base Compensation as defined by Section 70.1. The maximum set by this provision shall decrease by 3% (three percentage points) for each year that such participant retires before age 55.</p>	
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. 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</p>	Article 46

		<p>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 25 will remain in effect.</p> <p>2. At the request of either the City or the Association 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> <p>Step 1, the City and the Association 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">1. Current plans for all employees2. Potential plan design changes3. Number of plans available to employees4. Health Reimbursement Accounts (HRAs)5. Number of health care providers for employees6. The Affordable Health Care Act7. Use of Voluntary Employees' Beneficiary Association (VEBA)8. Restrictions on employee's ability to opt out of coverage9. Wellness Program <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 the</p>	
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		<p>Association 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 the Association along with the City's other five recognized employee 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-Milias-Brown Act as amended in August 1, 2012.</p>	
7	Clean-Up Language	Non-substantive revisions to update MOU	Various
8	Tentative Agreements	This offer includes all signed Tentative Agreements.	Various
9	Holidays	<p>The City and the POA agree to set aside the provisions in paragraphs A, B, and C, during Fiscal Year 2014 (July 1, 2013 through June 30, 2014), to implement a pilot project related to holiday pay. The intent of the pilot project is to provide greater compensation through flexible benefits for POA-represented employees in lieu of holiday pay, without impacting public safety or increasing City personnel expenditures, including payment of overtime.</p> <p>At its conclusion, the pilot project will be evaluated by City management. If this pilot project increases the City's personnel expenditures, including overtime, the City may terminate the pilot project, and holiday pay under the provisions of paragraph A, B, and C will be reinstated for Fiscal Year 2015 and all subsequent years during the term of this MOU.</p> <p>During Fiscal Year 2014, the following provisions will apply:</p>	8 & 32

		<ol style="list-style-type: none">1. Employees who work on one of the City's fixed holidays, as defined in Paragraph A above, and in San Diego Municipal Code section 21.0104, will be paid for the actual hours they work, but will not be paid any overtime compensation, notwithstanding Paragraph A.2 above, unless the City is required to bring unscheduled employees into work or back to work specifically for overtime assignments. In lieu of overtime compensation, employees who work on one of the City's fixed holidays, will receive 0.8 hours of discretionary leave for every hour worked, up to 8.0 hours of discretionary leave per fixed holiday. If an employee is not regularly scheduled to work but is required to work on a City fixed holiday on an overtime basis, the employee will not receive discretionary leave, but will be paid in accordance with the City's overtime and compensatory time policies.2. Employees who work 8.0 hours or more on a City fixed holiday, excluding overtime, will not be credited with 2 additional hours of holiday time equal to the number of hours in their shift for use on another day, notwithstanding Paragraph C above.3. Employees who are normally scheduled to work on a holiday and desire to take the day off, based on management's sole determination may be entitled to take the day off based on seniority. If granted the day off by management employees will be compensated with straight time for their regularly scheduled shift.4. Each employee may carry over 8.0 hours of discretionary leave to Fiscal Year 2015, which must be used during that fiscal year or be forfeited. All additional discretionary leave (above 8.0 hours) earned by any employee under this pilot project must be used during Fiscal Year 2014 or be forfeited.5. To ensure there is no increased overtime as	
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		<p>a result of this pilot project, the scheduling of discretionary leave time off earned under this pilot project will be at City management's sole determination.</p> <p>6. The practice of giving employees a holiday credit of 8.0 hours of compensation on a day off is eliminated. Scheduled employees who do not work a City fixed holiday approved for annual leave or other approved leave time will not receive any compensation. In the event the scheduled employee is granted time off due to staffing levels being met, the employee may receive compensation for that day as part of their normally scheduled work day but will not accrue any discretionary leave. For the term of the pilot project, POA-represented employees are not eligible employees under Personnel Regulation H-2, II.B.4.</p> <p>7. The 16.0 hours of discretionary leave set forth in Article 74 and the Floating Holiday in Article 8 are eliminated for Fiscal Year 2014. If, after completing its audit of the pilot program, the City determines that it is able to award additional discretionary leave and/or the Floating Holiday without increasing overtime costs, then the City will reinstate all or part of the 16.0 hours of discretionary leave and/or the Floating Holiday as set forth in Article 74 and Article 8 respectfully for Fiscal Year 2015.</p> <p>8. As part of the pilot program, each employee will receive an additional \$3,203 in their Fiscal Year 2014 Annual Flexible Benefit allotment.</p>	
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FOR THE CITY

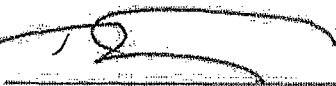
FOR THE UNION



Timothy Davis

May 29, 2013

Date



Brad Fields

5/21/13

Date