

**SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
SAN DIEGO MUNICIPAL EMPLOYEES ASSOCIATION TO AMEND ARTICLE 21 OF THE MEMORANDUM
OF UNDERSTANDING RELATED TO SPECIAL ASSIGNMENT PAY FOR TRAFFIC SIGNAL SUPERVISORS
AND PUBLIC WORKS SUPERINTENDENTS**

Pursuant to the provisions of the Meyers-Millias-Brown Act (MMBA) and Council Policy 300-06, this Side Letter Agreement (Agreement) is entered into between the City of San Diego (City) and San Diego Municipal Employees Association (MEA) to amend Article 21 of the Memorandum of Understanding (MOU) between the City and MEA that was approved by San Diego Resolution R-314970 (June 12, 2023). The City and MEA are collectively referred to as the "Parties."

Article 21, section C(16) of the MOU provides five percent special assignment pay for Electrician Supervisors and Plant Process Control Supervisors that hold state electrician certification. To assist Traffic Signal Supervisors and Public Works Superintendents with performing their tasks efficiently and provide improved public services, the City proposes extending the five percent special assignment pay to Traffic Signal Supervisors and Public Works Superintendents in the Transportation Department (Street Light and Traffic Signal section), and Public Works Superintendents in the Stormwater Department (Pump and Electrical section), who possess a valid Licensed General Electrician Certification issued by the State of California and use this certification in the performance of their duties as outlined below. Public Works Superintendents must also oversee the work of Street Lighting Electricians, Traffic Signal Technicians, or Plant Process Control Technicians. Traffic Signal Supervisors and Public Works Superintendents use their expertise and knowledge to provide technical guidance to properly oversee the technical functions of their assigned sections. If approved, the amendment to Article 21, section C(16) will be retroactive to July 1, 2023.

Therefore, the Parties agree to the following:

1. The Parties have satisfied all obligations under the MMBA, Council Policy 300-06, and other applicable law and regulations to meet and confer in good faith on the subject of this Agreement.
2. The Parties agree to amend Article 21, section C(16) with the following:

"16. Electrician Certification Pay.

- a. Electrician Supervisors and Plant Process Control Supervisors who obtain and maintain a State of California issued Electrician Certification shall receive an additional five percent of their base salary as special assignment pay.
- b. **Traffic Signal Supervisors in the Transportation Department (Street Light and Traffic Signal section) shall receive an additional five percent of their base salary as special assignment pay upon meeting the following criteria:**
 - i. Possess a valid Licensed General Electrician Certification issued by the State of California.
 - ii. Use this electrician certification in the performance of their duties as directed by the Department.
- c. **Public Works Superintendents in the Transportation Department (Street Light and Traffic Signal section) and Stormwater Department (Pump and Electrical section) shall receive an additional five percent of their base salary as special assignment pay upon meeting the following criteria:**

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- i. Possess a valid Licensed General Electrician Certification issued by the State of California.
 - ii. Use this electrician certification in the performance of their duties as directed by the Department.
 - iii. Oversee the work of Street Lighting Electricians, Traffic Signal Technicians, or Plant Process Control Technicians."
3. Unless expressly covered in this Agreement, all wages, hours, and other terms and conditions of employment presently enjoyed by MEA-represented employees, whether stated in an MOU, Personnel Regulation, Administrative Regulation or in any other enforceable document, remain in full force and effect.
4. This Agreement is not binding on the Parties until it is approved by a two-thirds vote of the City Council, in accordance with San Diego Charter section 11.2.

This Agreement is executed by the following authorized representatives of each party:

For MEA

By: *Ann M. Smith*
Ann M. Smith
Lead Negotiator

Date: September 29, 2023

By: *Michael Zucchet*
Michael Zucchet
General Manager

Date: September 29 2023

For the City of San Diego

By: *Timothy L. Davis*
Timothy L. Davis
Lead Negotiator

Date: October 18, 2023

By: *Bethany Bezak*
Bethany Bezak
Transportation Director

Date: 10/18/23

By: *Todd Snyder* 10/18/2023
Todd Snyder
Stormwater Director

By: *Jonnabelle Domingo*
Jonnabelle Domingo
Supervising Human Resources Officer

Date: October 18, 2023

By: *Linda Chambers*
Linda Chambers
Senior Human Resources Officer

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Date: 10/18/2023

Approved as to form this 18th day of October, 2023

MARA W. ELLIOTT, City Attorney

By: MM
Miguel Merrell
Deputy City Attorney