Memorandum of Understanding FY 2027 - 2029

This **MEMORANDUM OF UNDERSTANDING (MOU)** was made and entered into at 12:00 am on **July 1, 2026**, and will expire and otherwise be fully terminated at 11:59 pm on **June 30, 2029**.

By and Between:

The City of San Diego

and

San Diego Municipal Employees Association (MEA)

The City of SAN DIEGO

UNION MEA San Diego Municipal Employees Association SINCE 1926

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made and entered into this 1st day of **July, 2026**.

BY AND BETWEEN	CITY OF SAN DIEGO
AND	SAN DIEGO MUNICIPAL EMPLOYEES ASSOCIATION

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PARTIES TO THE AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on **July 1, 2026**[1], by and between the City of San Diego ("City"), and the San Diego Municipal Employees Association ("MEA").

PURPOSE

It is the purpose of this MOU, to promote and provide for harmonious relations, cooperation, and understanding between Management and the Employees covered by this MOU; to provide procedures for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the understanding of the Parties reached as a result of good faith negotiations regarding wages, hours of employment, and other terms and conditions of employment of the Employees covered by this MOU. The Parties intend to jointly submit the MOU to the San Diego City Council (City Council) and recommend its approval and implementation.

MEET AND CONFER

The City and MEA agree to meet and confer during the term of this MOU only to the extent required by applicable law, and if agreement is reached in such meeting and conferring, to reduce such agreement to writing, sign, and seek any required ratification, implementation, and/or approval.

[1] The Parties have used **bold** text throughout this MOU to identify changes being made to the MOU which expired on **June 30, 2026**. The Parties do not intend the use of **bold** to be for emphasis.

ARTICLE 1:
Recognition

Management formally recognizes the MEA as the exclusive representative for all Employees in the Administrative and Field Support, Technical, Professional, and Supervisory Units. This MOU applies to all classifications listed in Appendix A, and to any new classifications added to Appendix A during its term.

No classification shall be removed from the Bargaining Units exclusively represented by MEA during the term of this MOU, and Management shall not entertain any Employee petition which seeks such removal from this "represented" status.

ARTICLE 2:
Implementation

A. This MOU constitutes the mutual recommendation to be jointly submitted to the City Council and/or Civil Service Commission. It is agreed that **t**his MOU shall be binding upon the Parties upon:

1. Ratification by MEA shall be done in a timely manner. MEA shall notify Management of the result of the ratification process no later than May 18, 2026.

2. The City Council and Civil Service Commission formally acting by majority vote, to approve and adopt these articles within their respective jurisdictions.

B. The tentative agreement shall be submitted to the City Council and MEA for their action as soon as possible after agreement has been reached by the Management Team and MEA.

ARTICLE 3:
Term

The term of this MOU shall commence at **12:00** a.m. on **July 1, 2026**. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on **June 30, 2029**.

ARTICLE 4:
Renegotiation and Reopeners

A. <u>Renegotiation</u>

1. Unless otherwise agreed to by the Parties, MEA and the City will exchange their full and entire written non-economic proposals for a successor MOU by email on **November 3, 2028**. Upon receipt of such written proposals, meet and confer over non-economic proposals shall begin no later than **November 14, 2028**.

2. Unless otherwise agreed to by the Parties, MEA and the City will exchange their full and entire written economic proposals for a successor MOU by email on **January 22, 2029**. Meet and confer over economic proposals shall begin no later than **January 22, 2029**.

3. If federal or state governments take action that has a direct effect upon the areas which fall within the scope of representation, the City or MEA may submit proposals concerning those areas at later dates. However, if neither party has proposed a change to a particular Article in this MOU by **February 26, 2029**, that Article shall remain in full force and effect from the date it would have been terminated.

4. Unless otherwise agreed to, the Parties agree that final offers by MEA will be made no later than **March 26, 2029**, and the City's final offers on economic and non-economic proposals are due **March 26, 2029**. Should there be impasse, MEA and the City agree to meet and exchange written statements of their respective positions regarding any issues, on **March 29**, **2029**. If an impasse hearing before the City Council is necessary, it will be scheduled for **April 9**, **2029**, unless fact finding is triggered or the Parties mutually agree on a different date.

B. Reopeners

1. Reopening of Negotiations Related to Overtime Compensation

The City has determined that its Flexible Benefits Plan is not a "bona fide" plan under the FLSA. As a result, the City is currently including an Employee's entire flex credit allocation, when eligible, into the regular rate calculation for purpose of computing overtime premiums. The City will notify MEA when the City determines it is legally eligible, under the FLSA, to exclude the flex credit allocations not paid out as a cash distribution from the regular rate calculation. Such notice will serve as a reopener of the overtime compensation Article of the MOU.

2. Reopening of Negotiations Related to Special Salary Adjustments Proposed for Implementation in Fiscal Year**s 2028 and 2029**.

The **P**arties agree that in **March 2027 and again in March 2028**, this MOU will be re-opened for the limited purpose of having the Mayor and City Council consider the implementation during **FY28 and FY29 respectively,** of any Special Salary Adjustment(s) which either MEA or the City brings forward for consideration. This obligation will attach whether the particular Special Salary Adjustment has gone through the Civil Service Commission's process under Charter section 130 or not and, if the proposed Special Salary Adjustment was considered by the Commission, whether it was recommended for implementation or not. This re-opener does not constitute a commitment by the City to implement any additional Special Salary Adjustments during the term of this MOU beyond those already set forth in Article 21. However, the City will comply with the MMBA and Council Policy 300-06 regarding any Special Salary Adjustment proposals brought forward by MEA.

4. Reopening of Negotiations Related to the City's Proposed Flexible Work Arrangements Policy.

To better adapt to the changing landscape of the workplace, the City supports, where appropriate, flexible work locations and flexible work schedules to promote the City's Climate Action Plan and to optimize the use of City facilities and equipment. Based on a Department's operational needs and the job duties of a specific classification, various

flexible work locations and flexible work schedules, collectively referred to as "Flexible Work Arrangements," may be made available to Employees. As such, the Parties agree to re-open the MOU to meet and confer in good faith over the City's Flexible Work Arrangements Policy, which includes the following:

a. Alternative Workstation – is a City-designated alternative work location, shared by one or more Employees from various Departments, where an Employee has access to the City's information technology systems and can work at the remote work location rather than the Employee's permanent Department work location. Alternative workstations are limited across the City and permitted on a case-by-case basis at the request of the Employee. Alternative workstations may be approved at the Department appointing authority's discretion for implementation in cases in which there is no harm to departmental efficiency, productivity or costs, but will result in benefits for Employees.

b. Department Office Sharing – a Department-designated office space to be shared by one or more Employees within the Department who are participating in a Department approved agreement on flexible work locations.

c. Alternative Work Schedules - Schedule alternatives to the traditional eight-hour day, five-day work week, such as the 4/10 or 44/36 schedules and flexible hours within a Department's core hours.

d. Alternating Office and Teleworking Schedule – is a hybrid flexible work location and flexible work schedule. At the discretion of the Department appointing authority, an Employee may be permitted to telework for part of the workweek and to be in the Department or City designated workspace for the remainder of the workweek.

ARTICLE 5:
Grievance Procedure

A. Policy.

1. The Parties acknowledge their shared intent to resolve grievances in a timely manner. Resolution efforts may include the formal hearing procedures outlined below, as well as informal methods mutually agreed upon by the Parties.

2. The Parties recognize the value of resolving workplace concerns in a timely manner and at the lowest appropriate level. Therefore, the employee, steward, or MEA representative is encouraged to first raise issues related to job duties or working conditions with the employee's immediate supervisor. Supervisors will make a good faith effort to address such concerns informally, consistent with applicable City policies and procedures.

3. Employees have the right to file grievances without jeopardizing their positions.

4. Employees may represent themselves or be represented by a steward designated pursuant to Article 6 of this MOU or be represented by MEA at any or all steps in the grievance procedure.

a. The Employee has the right to the assistance of a steward and/or a MEA representative in the investigation, preparation and presentation of a grievance.

b. Employees may have no more than one City Employee and one non-City Employee as representatives for a grievance hearing. A person not acting as a representative may take notes or observe.

c. Notwithstanding any other provision of this MOU, an Employee in a classification assigned to the Administrative and Field Support Unit, the Technical Unit, or the Professional Unit, may not select as a representative, an Employee assigned to the Supervisory Unit. An Employee in the Supervisory Unit may not select as a representative a supervisor in the Employee's chain of command, or a higher-ranking supervisor in the same division. This restriction does not apply to stewards.

5. Grievances may be initiated by the Employee, a steward, or by a formally recognized Employee organization on the Employee's behalf. If an Employee chooses to have representation on any formal grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of this MOU, the representation must come from MEA.

a. Management **will** provide MEA with copies of all grievances regarding this MOU filed by employees, within MEA Bargaining Units, who choose to represent themselves.

6. A grievance will normally be presented and processed on City time, and a grievant attending a grievance meeting on their own behalf on City time will not lose pay. In scheduling the time, place and duration of any grievance meeting, the Employee, steward, or MEA representative and Management will give due consideration to all the participants' responsibilities in the essential operations of the department. Management has the unequivocal right to schedule grievance hearings as convenient. Hearings may or may not be held during an Employee's normal shift. No overtime pay will be given to the grievant. Representatives, witnesses, or other participants will receive overtime pay if ordered to be present by the Appointing Authority at a time outside their normal work hours.

7. MEA agrees to pursue all claims of violation of this MOU through the grievance procedure. Resort to other remedies **will** not be pursued until all steps of the grievance procedure have been exhausted. If **either** the Employee or MEA **initiates action (e.g., filing a claim or lawsuit)** outside the grievance process prior to its completion, the grievance **will be deemed** automatically **withdrawn and** terminated. **In cases where** MEA **reasonably believes** that an Employee may be subject to immediate and irreparable harm, MEA will contact the Human Resources Department directly prior to initiating some other type of action. MEA may allow the Human Resources Department a reasonable period of time to address the grievance prior to initiating action outside of the City.

8. If the grievance **procedure** is abused by an unreasonable number of submittals by one individual or group and which are obviously designed to thwart orderly processing, or if the grievances are patently irrelevant or incomprehensible, such grievances will be

rejected as non-grievable. The rejection is grievable.

B. Definitions.

1. Actions which are covered in the Management Rights Article of this MOU are not grievable, but this does not preclude Employees or their representatives from consulting with Management about the practical consequences and/or actions taken pursuant to the Management Rights Article may have on wages, hours, and other terms and conditions of employment. In addition, actions covered by another appeals process as described in the Civil Service Rules, Personnel Manual, or this Memorandum are not grievable and cannot be processed through this grievance procedure.

2. A grievance is a claim or charge of misunderstanding, or difference in interpretation, or violation of provisions of the Civil Service Rules, the Personnel Manual, this MOU, or Management policies or regulations including, but not limited to, Administrative and Departmental Regulations which affect wages, hours, or other terms and conditions of employment **All grievances must be submitted in writing on the designated grievance form developed by the Human Resources Department after consultation with MEA for use by all departments in order to ensure proper tracking and notification. It is the City's goal to digitize the grievance procedure during the term of this MOU.**

3. Wherever applicable, the term "working days" means the actual workdays of the individual on whom the time limits are imposed, excluding **regularly-scheduled days off,** City holidays**, and protected leave (such as FMLA, CFRA, PDL, Military Leave, etc.)**.

4. **Any grievance settlement exceeding $50,000 will require approval by the City Council, consistent with Council policy or other applicable law.**

C. Procedures.

1. General.

a. Management of the department has the responsibility to inform an Employee of any limitation of a given **step** of Management's authority to fully resolve the grievance. In this regard, Management **will**:

i. Supply the Employee with the necessary and relevant information to process the grievance at the proper step of the grievance procedure.

ii. Advise an Employee when any matter under submission is determined by Management as not grievable according to the definitions in section A. The "grievance" paperwork submitted by the Employee shall be returned to the Employee along with a memorandum explaining why the matter is not grievable and what alternative procedures, if any, the Employee may follow to process their complaint. If a grievance is determined to be non-grievable, that decision may be appealed to the next step without reverting to a lower step. A decision favorable to the Employee or MEA at this step in the grievance procedure serves to

reinstate the original grievance in whole.

b. When a group of identical grievances develop, only one grievance form shall be submitted. The grievants may select not more than two spokespersons who will be their representative "grievants". The acceptance of the decision by the spokespersons at any step (or final decision if the grievance moves to the Step 5) will be binding on all Parties.

c. **To be recognized, a** grievance **must** be **submitted in writing and presented at the appropriate step in the grievance procedure as identified in this Article** within 10 working days of the incident's occurrence **under the procedures described below. This timeline may be extended with approval from** the City's Human Resources Director.

d. To be recognized, a grievance must **clearly** provide all of the following:

i. **The specific** policy, article, rule, or regulation **alleged to be** involved in the matter;

ii. A brief factual statement and/or any documentation that specifies how the policy, rule, article or regulation was allegedly violated to assist the Department's evaluation of the grievance; and,

iii. **A description** of the remedy sought by the Employee or MEA. **The requested remedy must relate to correcting the violations cited, including any working conditions of the grievant, and must be something the Department or City can lawfully grant. If any portion of the requested remedy is outside that scope, the City will provide written notice within five business days to the employee or MEA explaining the limitation and the employee or MEA may submit an alternative remedy that the Department or City can lawfully grant.**

In the event that the grievance is rejected for failure to provide any of the above stated information, the grievance may be amended by the grievant or MEA **within 10 working days of receipt of the rejection**. **The rejection provided to the employee or MEA will identify what information is needed for the grievance to be recognized as a grievance.**

e. Any grievance submitted by MEA on behalf of an individual employee will follow the grievance process outlined below. A grievance initiated by MEA on behalf of a group of employees, an entire job classification, or the organization as a whole will proceed directly to Step 5.

2. Waivers and Time Limits.

a. Failure by Management to reply to the Employee's grievance within the time limits specified in this Article automatically processes the grievance to the next level.

b. Any **step** of review, or any time limits established in this procedure, may be

waived or extended by mutual agreement confirmed in writing.

c. If an Employee fails to appeal from one **step** to the next **step** within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

d. By mutual agreement, the grievance may revert to a prior **step** for reconsideration.

e. If a grievant fails to appear for a scheduled grievance meeting, the failure to appear without an approved excuse by the Appointing Authority entitles Management to decide on the grievance without the presence of the grievant, or to schedule another meeting at that **step** (in which case the time requirements for hearing and decision are automatically waived). Failure to appear at two meetings on the same grievance without an approved excuse automatically terminates the grievance and it is deemed denied. The grievance shall then not be subject to further appeal or reconsideration.

f. When a grievant is on approved leave the time limits established in this procedure shall be suspended for the period of the leave.

g. No grievance shall be finally dismissed for an unexcused failure to appear at a scheduled hearing unless the grievant had been given twenty-four hours advance notice of the hearing.

3. Steps.

Step 1: **The grievance must be presented in writing to the employee's supervisor unless the grievance is between the employee and their immediate supervisor in which case it will be presented to the employee's next higher-level supervisor. A** meeting with the grievant and MEA shall be held, and the answer must be given in writing within five working days after **receipt of the grievance by the supervisor**.

Step 2: If the grievance cannot be resolved at Step 1, the Employee or MEA may present the complaint in writing to the second level supervisor (if not done at Step 1) within five working days of the receipt of the Step 1 response. Within five working days of receipt of the grievance by the second-level supervisor, a hearing shall be held. The Management representative shall give a written decision to the Employee and the MEA representative within ten working days after the hearing.

Step 3: If the **grievance** is not resolved at Step 2, the Employee or Employee organization may submit the grievance to the Division Head within five working days of the receipt of Management's written decision. Within ten working days of the receipt of the grievance, a hearing shall be held and the Division Head shall give a written decision to the Employee and MEA representative within ten working days after the hearing. In smaller departments, this step is deleted.

Step 4: If the grievance is not resolved in Step 3, the Employee or MEA may present the grievance to the Department Head within five working days of the receipt of **the Division Head's** decision. Within ten working days of the receipt of the grievance, a

hearing shall be held and the Department Head (or designee) shall give a written decision to the Employee and MEA representative within ten working days after the hearing. In non-Mayoral departments, this shall constitute the final resolution of a grievance involving Management policy or regulations.

Step 5: Final Resolution of Grievance. If the grievance is still in dispute after Step 4, the Employee or MEA may request a further hearing by submitting the grievance to the Human Resources Director within five working days of receipt of Management's written decision.

The Human Resources Director will determine whether the hearing will take place before the Civil Service Commission, **after conferring with the Personnel Director,** on matters over which the Commission has authority, or before the Mayor or designee.

Civil Service Commission Process: If it is determined that the hearing should be held before the Civil Service Commission, a fact-finding hearing to define the issues in the grievance will be held by the Personnel Director **or their designee** with the Employee and/or MEA prior to the date set for the Commission hearing. The grievance may be settled during the fact-finding hearing, if a mutually acceptable solution is developed. If no mutually acceptable solution is reached, the Civil Service Commission will hear the grievance and the decision of the Commission shall be issued at its next regularly scheduled meeting following the **fact-finding** hearing. The Employee or MEA may only request a hearing before the Civil Service Commission **for grievances** solely involving Civil Service Rules or the Personnel Manual. In non-Mayoral departments, this step shall constitute the final resolution of a grievance involving a violation of this MOU. **Step 5 will constitute the final resolution of grievances involving matters under the Commission's jurisdiction.**

Mayor or Designee Process: In grievances answered by the Mayor or designee, a hearing shall be held within 10 working days from the date of receipt of the appeal from Step 4 and a written response given within 10 working days after the hearing.

Step 6: **Only grievances involving the interpretation or application of the MOU will be allowed to proceed to Step 6.** MEA may formally request to continue the grievance, not later than ten working days following receipt of the answer at Step 5 of the grievance procedure by serving written notice upon the Human Resources Director. The Human Resources Director will refer the grievance to the City Council **to calendar a hearing within three months from the date of receipt of this written notice. The hearing before City Council is not a formal, trial-like proceeding, and is meant to be an opportunity for the Parties to present information for City Council's determination and final resolution.**

ARTICLE 6:
Stewards

A. General.

1. MEA may designate stewards to represent Employees in the processing of grievances subject to the following rules and procedures:

a. MEA and Management shall agree to a reasonable number of stewards within each facility.

b. MEA shall furnish Management representatives on July 1 of each year with a written list identifying by name and assigned work areas all regular and alternate stewards, and the list shall be kept current by MEA.

c. MEA will designate as stewards only Employees who have passed an initial probation period and have been designated as permanent and have a meets standards as their most recent performance evaluation. MEA will also designate, and the City will recognize, as stewards only Employees currently assigned to classifications in the units represented by MEA, as listed in this MOU.

d. Stewards may only function within the boundaries of their City approved area of MEA assignment. Stewards who are not on a current MEA submitted and City approved list of stewards shall not be recognized as stewards by the City and shall have none of the rights or privileges agreed to as a steward.

e. A steward shall not be transferred, or changed to a different work shift without notifying MEA in advance. A prior notice to MEA shall not be construed as limiting Management in its prerogatives to transfer or change the work shift of a steward.

f. Failure of a steward to abide by any of the provisions of this section may be cause for the City to revoke recognition of said steward. Prior to taking such action, Management will meet and consult with MEA.

g. It is recognized by both Parties that stewards' functions are necessary in maintaining sound Employee-employer relations on the job.

B. Handling Grievances.

1. When requested by an Employee who has a grievance, a steward, with permission of their supervisor, may investigate any grievance in their assigned work area and assist in its preparation and presentation.

2. After notifying and receiving approval of the immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay to investigate, prepare and present such grievances. The immediate supervisor will authorize the steward to leave their work unless compelling circumstances require refusal of such permission, in which case, the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from their work assignment.

3. When a steward desires to contact an Employee at their work location, the steward shall first contact the immediate supervisor of that Employee, advise the nature of the business, and obtain the permission of the supervisor to meet with the Employee. The immediate supervisor will make the Employee available promptly unless compelling circumstances prohibit the Employee's availability, in which case the supervisor will notify the steward, within twenty-four hours, when they can reasonably expect to

contact the Employee.

4. A steward's interview or discussion with an Employee on City time will be handled expeditiously.

5. MEA may appoint a Chief Steward or alternate who may act in instances where a job site steward is not available.

C. Discipline.

1. Stewards will also be provided with reasonable time to represent Employees in actual disciplinary meetings and hearings between Management and the Employee being disciplined subject to the provisions of Article 8.

2. Stewards involved in disciplinary actions will be allowed a maximum of two (2) hours to meet with Employees to discuss disciplinary actions. In accordance with the procedure described in section B.2 above, the steward must arrange this time with their supervisor.

ARTICLE 7:
MEA Access

A. Authorized MEA paid non-City Employee representatives may be granted access to work locations in which Employees covered by this MOU are employed, for the purpose of conducting grievance investigations and observing working conditions. Authorized MEA representatives seeking access to work locations shall first request access from the appropriate Management representative, at which time the MEA representative shall inform the Management representative of the purpose of the visit. The Management representative may deny access to a work location if in their judgment it is determined that a visit will unduly interfere with the operations of the department or facility. In that event, the Management representative will recommend an alternative time for the visit within the next twenty-four hours unless the Management and MEA representatives mutually agree on an alternative time for the visit. MEA representatives shall not unduly interfere with operations of any department during a visit. Representatives have the right to meet with Employees during authorized coffee, rest, or lunch breaks at City facilities that may be available, in compliance with access procedures in this Article.

B. Within thirty calendar days of the effective day of this MOU, MEA will give to Management a written list of all authorized representatives. The list shall be kept current by MEA. Access to work locations will be granted only to representatives on the current list.

C. Authorized MEA representatives may be given access to non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that MEA representatives will comply with the regulations established in this Article, and that MEA representatives shall not interfere with work operations of any department.

ARTICLE 8:
Employee Representation

A. An Employee is entitled, upon their request, to representation, not to exceed one City Employee and one non-City Employee during each of the following proceedings. In addition, one observer may also attend if authorized by the Human Resources Department. Under no circumstances shall an Employee suffer any retaliation or harassment if they request such representation.

1. During any investigatory or fact finding meeting where there is a reasonable expectation, by the supervisor or the Employee, that discipline might result. Such representation is not available in cases requiring immediate removal or suspension as defined in Civil Service Rule XI.

2. During the required discussion of any document, including a Supplemental Employee Performance Report, written counselings, written warnings, reprimands, or note of counseling which are to be made part of the Employee's permanent record and/or which may be used as a basis for subsequent discipline.

3. During any Skelly hearings prior to the imposition of a suspension, reduction in compensation, demotion or discharge as outlined in Civil Service Rule XI.

4. During the appeal hearing or appeal hearings of any disciplinary action.

5. During the presentation of any grievance at any and all steps of the procedure described in Article 5 of this MOU.

6. During the presentation of any Last Chance Agreement.

7. During any meeting conducted as an interactive process under the Americans with Disabilities Act or the California Fair Employment and Housing Act to identify whether a reasonable accommodation is needed and, if so, what reasonable accommodation might be offered.

    a. If an Employee's request for Reasonable Accommodation is denied on the basis that any Reasonable Accommodation would cause undue hardship to the Department, the City will provide the Employee being denied with a written explanation of the undue hardship(s) the Department has identified.

B. In all other instances, Management has the right to counsel Employees as it deems appropriate without Employee representation being present.

C. Management shall give an Employee, who is notified of a proceeding described in Section A above advance notice, including a reasonable amount of time to consult with their representatives and to prepare a response. (At the time of notice, Management shall also inform such an Employee of their right to representation.) An Employee shall have the right to contact a representative for this purpose by the reasonable use of City facilities and while on City time so long as said meeting does not unduly interfere with the operation of the department or facility.

D. The City Employee representative shall not be an Employee who is a subject of the same investigation or fact finding.

E. Once Management is notified that MEA represents an Employee in any of the proceedings described in Section A above, MEA will receive copies of all correspondence and notices sent to the Employee related to the matter.

ARTICLE 9:
Personnel Regulations

A. The following Personnel Manual Sections, Administrative Regulations (A.R.), and other official regulations shall be included in this MOU as if fully set out at this point. The provisions of such documents which affect wages, hours and other terms and conditions of employment which would otherwise be subject to meet and confer, shall not be changed.

1. Personnel Manual Index Codes.

   a. E-7, Transfers, Demotions, and Status Changes
   b. G-1, Code of Ethics and Conduct
   c. G-2, Permanent Appointment Probationary Periods
   d. G-7A, Employee Performance Review Program
   e. H-1, Bilingual Pay
   f. H-2, Holidays
   g. H-3, Out-of-Class Assignments
   h. H-4, Overtime Compensation
   i. H-5, Salary Status of Part-time Positions
   j. H-6, Shift Differentials
   k. H-7, Stand-by Pay
   l. H-8, Step Increases
   m. H-9, Starting Salary Upon Appointment
   n. I-2, Annual Leave
   o. I-9, Court Leave
   p. M-1, Apprenticeship Training

2. Administrative Regulations (A.R.s).

   a. 45.10, Employee Transportation Authorization
   b. 63.00, Industrial Leave
   c. 70.30, Tuition Refund Plan
   d. 75.12, Vehicle and Industrial Incident Review, Reporting, and Discipline Program
   e. 75.40, Administration of Temporary Light Duty Program
   f. 95.01, Overtime Compensation
   g. 95.05, Cell Phone and Other Handheld Communication Devise Use Policy
   h. 95.60, Conflict of Interest and Employee Conduct
   i. 95.89, Parental Leave
   j. 95.90, Unused Sick Leave and Accrued Annual Leave Reimbursement
   k. 95.91, Employee Rewards and Recognition Program
   l. 97.00, Substance Abuse Policy
   m. 97.10, Threat Management Policy

n. 97.20, Weapon-Free Workplace Policy

3. Other Regulations and Procedures.

a. Long Term Disability Plan (on file with the Office of the City Clerk)
b. Smoking Policy (on file with the Office of the City Clerk)
c. Council Policy 300-06, Employee-Employer Relations Policy
d. Civil Service Rule V, Layoff and Reemployment
e. Civil Service Rule VII, Appointments

B. The City and MEA agree to meet and confer regarding any proposed modifications by the City to these documents which affect wages, hours, and other terms and conditions of employment during the term of this MOU. If agreement is not reached on the City's proposed modifications, the existing provisions of these documents that affect wages, hours, and other terms and conditions of employment shall remain in force through the term of this MOU.

ARTICLE 10:
Personnel Practices

A. Vacancies.

Neither party shall intimidate or encourage qualified eligibles from a certification list to waive appointment. Waivers shall be an Employee decision only and shall normally be submitted in writing by the Employee. Violations of this Section shall be subject to the grievance procedure.

B. Transfer and Promotion.

Any Employee receiving and accepting an offer of promotion or transfer will be released from the Employee's current position in a timely fashion as mutually agreed to by the Appointing Authority and the Employee, but not to exceed 10 working days after the Employee is cleared for hire.

C. Access to Information Regarding Employment.

MEA may bring to the attention of the Mayor, or designee, the identity of any work location where Employees do not have reasonable access to documents which affect or describe their terms and conditions of employment, including but not limited to this MOU, the Personnel Manual, Civil Service Rules, Departmental Instructions, Policies and Regulations, and relevant sections of the San Diego Charter (Charter) and San Diego Municipal Code (Municipal Code). The Mayor or designee shall make a reasonable effort to remedy the situation in order that all Employees have reasonable access to these documents.

D. Notice of Appointment with Terms.

After a person is appointed to a position from an official Personnel Department Certification, the City shall provide the person with a notice which indicates the person's official appointment date, their job status, the starting salary and salary step upon appointment and length of probation.

E. Equity in Access to Opportunities.

1. Opportunities.

   a. Departments will ensure that training, out-of-class assignments, special assignments, and committee assignments will be offered fairly to division Employees.

   b. Departments will also ensure that clerical Employees will have equal opportunity to participate in appropriate city-wide or departmental meetings and committees, special events, awards ceremonies and other functions.

2. Communication.

   Departments will communicate with Employees about general criteria used for promotions and how they can better prepare themselves within their current classifications for promotions or career advancements. Such communications may be made through department or City publications, during staff meetings, or through special conferences with all Employees.

F. Payroll.

1. Employees are required to enter their own time; if unavailable to do so, a Department Payroll Specialist can enter the time if they are provided written documentation indicating hours worked and approved by a Supervisor. Employees' time is required to be approved by their direct Supervisor or designee in their absence. Exceptions can be made for entering time on behalf of an Employee or approving Employee time on behalf of a Supervisor only for circumstances for that specific pay period and should not be an ongoing practice. Department Payroll Specialists can approve time for Supervisors who do not have current access to approve in the system, under "exceptional" circumstances as authorized by Department of Finance. In these circumstances, Department Payroll Specialists must be provided written documentation approved by the Supervisor.

2. Employees must adhere to the Employee Time Entry and Approval deadlines. Any overtime hours not entered and approved by the payroll deadlines may not be paid until the following payday.

ARTICLE 11:
Performance Reports, Personnel Files, Discipline and Appeals

A. Performance Reports.

1. Performance Reports will normally be given to an Employee within fourteen calendar days after the close of the rating period. In no case shall the department give a Performance Report to an Employee later than thirty working days after the close of the rating period without the prior approval of the Human Resources Department or non-Mayoral Department Head. Prior approval is required before the evaluation can be given to the Employee more than thirty working days after the due date, but does not affect the content of the evaluation. Failure to obtain prior approval gives rise to a grievance which MEA may present directly to the Human Resources Department or to the non-Mayoral Department Head.

a. Employees will be informed when permission has been granted to give a Performance Report later than thirty working days after the close of the rating period. **Upon receipt of approval from Human Resources for issuance of a late EPR, and prior to the Employee's EPR Supervisor-Employee Conference, the Employee's supervisor will provide a copy of the request memo to the employee via email and will also attach a copy of the late EPR memo to the electronic EPR to document approval for its delayed issuance.**

b. The approval for late Employee Performance Reports shall be submitted to the Employee in writing, and shall include reasons for the delay and approval.

c. An Annual Performance Report should not be prepared if the Employee's performance has already been evaluated in "Supplemental Performance Reports" (Supplemental Performance Report or Supplemental) for the entire period which the Annual Performance Report would otherwise cover, as an additional Annual Performance Report would be unnecessarily cumulative. Where there has been one or more Performance Evaluation Reports or Reports during the year, however, an Annual Performance Report shall not re-state the information otherwise covered by the Supplemental or Supplementals, but may make a simple reference to the fact that the Supplemental or Supplementals have been issued during the year. The rating on the Annual Performance Report should fairly and accurately describe the overall performance of the Employee during the months actually being described and evaluated in the Annual Performance Report. The fact that a Supplemental or Supplementals have been issued during the year shall not dictate or predominate in deciding the Employee's overall rating. It is the intention of the Parties to give an Employee the opportunity to overcome the deficiencies noted in the Supplemental Reports and to achieve an improved rating at the time of an Annual Performance Report.

2. Rating Performance Reports.

a. Raters should remember that Employee Performance Plans are developed for positions, not personalities; that they should rate job performance, compared to the expected performance standards.

b. Raters should assemble and review data gathered on an Employee's performance throughout the rating period, such as production records, observations, draft documents, work product, commendations, citizen's complaints, and similar tangible evidence.

c. The basis of evaluations should concentrate on facts and concrete instances of performance. Raters should focus on performance throughout the rating period, not merely on recent experience.

d. An Employee shall only be rated by the immediate supervisor. If the first line supervisor is unavailable, the next higher-level supervisor will be the rater. The rater should consult with the OCA supervisor(s) during the rating period for input.

3. Supervisor-Employee Conference.

The supervisor should point out the Employee's progress in performing job functions and meeting performance standards, achievements, areas in which improvement is necessary, why they are needed, how they can be accomplished with the supervisor's assistance, as well as any other performance information considered to be important. Because written counselings, written warnings, and written reprimands must be removed from an Employee's file after a designated time period, they shall not be noted in an Annual Employee Performance report. However, the behavior that led to the discipline may be mentioned in the report.

4. Issuance of Supplemental Employee Performance Reports.

a. Supervisors should provide regular feedback to their Employees during the rating period. In instances where improvement is needed, the supervisor should provide guidance and assistance on how to improve so as to allow the Employee an opportunity to raise their performance level to meets standards.

b. If it is determined that an Employee will be issued a Supplemental Employee Performance report, the Employee shall be provided reasonable advance notice of this meeting for the purpose of obtaining representation. However, this shall not be construed so as to require Management to delay issuance of a Supplemental Employee Performance report past an Employee's probation period or transfer trial period end date.

c. Supplemental Employee Performance reports shall include written comments as to which minimum standards of the Employee Performance Plan are not being met (including examples of poor performance), what remedial action was discussed, what corrective action may have been taken, and a follow-up review date within ninety calendar days where appropriate.

d. In reviewing Supplemental Employee Performance reports, the Appointing Authority should determine if reasonable efforts have been made to assist the Employee in meeting standards.

5. Employees who are on light duty shall still be evaluated. The light duty assignment will not interrupt or suspend the normal rating period for Employee Performance Reports. The usual performance standards shall be used for the time period that the Employee was performing the full range of duties. For the period of time during which the Employee was on light duty, the evaluation will cover the performance of the Employee while on light duty. This may be done in a simple narrative form as an addendum to the usual form.

6. The rating period for an Employee Performance Report shall not exceed 12 months. The department will not retroactively evaluate Employees beyond a 12-month period.

B. Employee Personnel Files.

1. An Employee, or an MEA representative with the written consent of the Employee, may inspect the Employee's personnel files. The request to inspect files shall be granted at a time that is convenient to both Management and the Employee. The inspection shall be made in the presence of an appropriate supervisor. If requested by the Employee, copies of the record, or any portion thereof, may be provided to the Employee, or anyone designated by the Employee. Charges for these copies may be made in accordance with A.R. 95.20, Public Records Act Requests and Civil Subpoenas; Procedures for Furnishing Documents and Recovering Costs.

2. An Employee shall be entitled to read any statement on their work performance or conduct if such statement is proposed to be filed in the Employee's personnel file, which is the Employee's official record maintained by the department or Personnel Department. The Employee shall acknowledge being presented with such material by affixing their signature on the actual copy proposed to be filed, with the understanding that said signature merely signifies that the Employee has been presented with the material proposed to be filed. The Employee's signature is an acknowledgment of notice and does not necessarily indicate agreement with its content. If the Employee chooses not to sign, the supervisor will sign, noting the Employee's choice not to sign.

3. No disciplinary documents will be placed in an Employee's permanent personnel file unless the procedure in Section 2 above is followed. After compliance with Section 2 has occurred, no disciplinary documents will be placed in an Employee's personnel file until the Employee has exhausted or waived their appeal rights related to the document, unless it is pending appeal to the Civil Service Commission (CSC). At that time, if the proposed disciplinary document is withdrawn, it will not be placed in the file at all; if it is modified, only the modified version will be placed in the file. However, where an Employee appeals to the CSC, the disciplinary document at issue will be placed in the Employee's personnel file while the CSC appeal is pending and the file thereafter updated to reflect the final decision of the CSC.

   Any documents placed in the Employee's file in violation of this provision will be removed at the request of the Employee or their representative.

4. **Unsatisfactory Attendance Memos will be maintained in supervisory working files unless attached to written discipline. Protected leave will not be considered in evaluating attendance.**

5. An Employee may attach a rebuttal or explanatory statement to any written counseling, written warning, written reprimand, Annual Employee Performance Report, Supplemental Employee Performance Report, or Skelly document in an Employee's permanent personnel file within two years from the time the document is issued. However, after this two-year period has elapsed, an Employee may submit a request to the Human Resources Department to add such a rebuttal or explanatory statement, and, upon good cause shown, the request will be granted.

C. Commendations.

1. All written commendations initiated by City Management shall be placed in the Employee's permanent personnel file.

2. An Employee may request that all commendations be entered as a permanent part of an Employee's personnel file. Commendations may include such items as letters from the public, suggestion awards, educational or training honors, and civic club presentations.

D. Merit Increase.

Department Management will maintain records of merit increase recommendations and will notify Employees in writing of decisions to recommend denial of merit increases within 30 calendar days from the date the Employee is eligible for the normal merit increase.

E. Citizen Complaints and Route Slips.

Employees will be notified of any citizen complaint or route slip, in which they are identified by name or in which they can be identified by the City from the information received. **All documents or writings related to the complaint or route slip will be held in the supervisory working file until it is resolved.** If the complaint or route slip is resolved in the Employee's favor, the complaint, together with all related documents, **shall be handled and then destroyed in the manner described below in section M(1)** unless the Employee requests in writing that the**y** be retained.

F. Fact Finding or Investigatory Interviews.

1. The subject Employee's rights are the same whether it is a fact finding or investigatory interview with the only difference being the larger scope and bigger interview panel typically associated with a Fact Finding.

2. Management shall give an Employee who is the subject of a fact finding or investigatory interview reasonable notice of its need to conduct a fact finding or investigatory interview to give the Employee a reasonable opportunity to secure representation during the interview if they choose.

3. If the interview will be conducted using prepared questions, a copy of the questions will be provided to the subject Employee and the Employee's representative, if any, at the start of the interview and a copy may be retained at the conclusion of the interview.

4. The subject Employee will receive written notification of the completion of the fact finding or investigatory interview within 30 calendar days of the last interview in the process, unless there are extraordinary or extenuating circumstances.

5. If the fact finding or investigatory interview is not completed within 120 calendar days of the date the first interview with the subject took place, the Employee or their representative may request through the Human Resources Director for the matter to be closed and no further action to be taken. Such approval will be granted unless the Human Resources Director determines that extraordinary and extenuating

circumstances require additional time in which case the Employee or their representative will be given the reasons additional time is required and a projected date for conclusion of the fact finding or investigatory interview.

If it is determined that the results of the fact finding or investigatory interview are that no further action is necessary, the notice of the completion of the fact finding or investigatory interview shall not be placed in the Employee's personnel file or files such that no evidence of the existence of the fact finding or investigatory interview will remain in the Employee's file or files.

6. No interview session will be recorded without the express consent of all Parties present in the session. If a recording is made pursuant to such consent, the party who makes the recording will provide a copy, within one working day, to any participant in the session who requests it.

G. Documentation.

In connection with any proposed adverse action, the City shall provide the Employee and/or their representative with all documentation related to the proposed action and/or the reasons for it, including but not limited to notes (i.e., handwritten or electronic), which were made in connection with any fact finding or investigatory interview.

H. Dismissal During Probation.

Probationary Employees shall normally receive the notice of probationary failure at least five working days before the date of dismissal, either through the performance report or other written notification.

I. Oral Counselings/Warnings

1. When a supervisor delivers an oral counseling or warning to an Employee, the supervisor may make a note of this in the supervisor's working file which is not an official City record. Within a one-year period from the date of issuance, the supervisor may reference the oral counseling or warning for purposes of rating Employee performance or when identifying the need for further disciplinary action because similar behavior is involved. However, any note documenting an oral counseling or warning which is more than one-year old will be destroyed and not considered for purposes of rating performance, further disciplinary action, promotion, transfer, or special assignment, unless a pattern of similar behavior has been shown by the Employee within the one-year period.

2. All expired writings/notes in the supervisor's working file will be destroyed in accordance with section I.1 above and section M below.

J. Duplication of Discipline.

1. The City agrees that if an Employee is disciplined for a specific act, that discipline shall be final for the particular act once the appeal process is complete.

2. This does not preclude the City from considering this discipline as part of the progressive disciplinary process and Employee performance evaluation processes

should any future discipline be necessary.

K. Appeals

1. An Employee may appeal the placement of any document, including a Supplemental Performance Evaluation, which may be used as a basis for subsequent discipline, in their personnel file by submitting an appeal letter to the Department Head within ten working days of the Employee receiving the document that is to be placed in their file.

   Within ten working days after receiving the appeal letter, which becomes an attachment to the document in question, the Department Head or designee will schedule a hearing on the matter. The Employee is entitled to representation at the hearing.

   Within ten working days after the hearing, the Department Head or designee will provide a written decision as to whether the original document will be retained in, modified, or removed from the Employee's record. It is mutually agreed that Employee performance evaluations where Employees "meet standards" are not eligible to be appealed.

   a. It is mutually agreed that when an Employee has concerns about evaluations that meets standards, the Department Head should designate someone other than the rater and the reviewer, to meet with the Employee and MEA in an attempt to resolve any differences or dissatisfaction.

   b. Reviews of meets standards evaluations are discussion items which may result in changes being made to the evaluation, but are not to be considered an appeal of the evaluation.

2. If any disciplinary action, including property rights disciplinary actions, is reduced to a lower level written discipline as a result of an appeal, the resulting lower level discipline will be effective the same date that the initial higher level discipline was first issued to the Employee.

L. Skelly Rights.

Management agrees to follow appropriate procedures during any Skelly hearings prior to the imposition of a suspension, reduction in compensation, demotion or discharge as outlined in Civil Service Rule XI.

M. Utilization and Retention of Disciplinary Documents.

1. A written counseling or warning more than one year old will not be considered for purposes of promotions, transfers, special assignments, or disciplinary actions, unless it is used within that one-year period as a basis for a new disciplinary action and is expressly referenced in and included as an attachment to that written disciplinary document.

   Upon discovery by Management or upon the Employee's request, any written counseling or warning more than one year old from the date of issuance will be moved into a separate sealed envelope marked "CONFIDENTIAL – Keep Separate and Only to

be Accessed by Authorized Personnel. NOTE – Destroy documents in this envelope after four years from date of issuance." The Parties intend this provision for retention to comply with California Government Code section 12946.

2. A written reprimand more than four years old will not be considered for purposes of promotions, transfers, special assignments, or disciplinary actions, unless it is used within that four-year period as a basis for a new disciplinary action and is expressly referenced in and included as an attachment to that written disciplinary document.

   Upon discovery by Management or upon the Employee's request, such written counselings, written warnings, or reprimands will be destroyed after four years from the date of issuance.

ARTICLE 12:
Bulletin Boards

A. The City will furnish, for the exclusive use of MEA, adequate bulletin board space at reasonable locations. Additional bulletin board space or locations may be made available by mutual agreement as additional changes occur in work site locations during the year. MEA representatives shall have access at any time to the bulletin boards. The boards and only these designated boards shall be used only for the following subjects:

   1. Information on MEA elections and the results, Stewards' reports and notices.

   2. Reports of official business of MEA, including reports of committees or the Board of Directors.

   3. Scheduled MEA meetings and news bulletins.

   4. Any other written material which first has been approved by the Department Head.

B. The City will look into areas where the space provided to MEA is being misused or vandalized.

ARTICLE 13:
Use of City Facilities

A. MEA may, with the prior approval of Management, be granted the use of City meeting room facilities during non-work hours for meetings of City Employees provided space is available, and provided further, that the meetings are not intended for organizational activities or membership drives of City Employees.

B. Solicitation of membership and activities concerned with the internal management of MEA such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature to individual Employees, shall not be conducted during working hours.

ARTICLE 14:
Payroll Deductions and MEA Dues

A. It is agreed that MEA dues shall be deducted biweekly by Management from the salary of Employees certified by MEA, to the extent permitted by law. **The aggregate amount of all dues will be paid to MEA by the City biweekly at the conclusion of each pay period in which MEA deductions were made. Electronic payments or check payments will be to the bank account or mailed to the address provided in writing by MEA.**

B. Dues deductions shall be for a specified amount and shall be made based on the information provided by MEA. Such payroll authorization deductions may, at the election of MEA, be for a specific term. MEA will maintain records of Employee authorizations for dues deductions. MEA will provide the City with information regarding the amount of dues deductions and the list of MEA Employees who have affirmatively consented to or authorized dues deductions. The City shall not request that MEA provide a copy of any member Employees' authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by MEA in processing dues deductions for MEA Employees. The authorization or cancellation of dues shall be made based on the information provided by MEA. The City will respond to any represented Employee's request to cancel or change authorization for payroll dues deductions by directing the Employee to MEA. MEA is responsible for providing the City with timely information regarding changes to member Employees' dues deductions.

C. The City will not deter or discourage any Employee or applicant from becoming or remaining a member of MEA or from authorizing representation by MEA or from authorizing dues deductions payable to MEA.

D. When an Employee is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the Employee deposit with the City the amount that would have been withheld if the Employee had been in a pay status during that period. In case of an Employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

E. MEA shall indemnify, defend and hold the City harmless against any claims or suits instituted against the City, which may arise as a result of the application of provisions of this Article, including, but not limited to contesting the check-off of dues. In addition, MEA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

F. In the event of any concerted action authorized by MEA which encourages Employees to withhold their services to the City, the City Council has the right, by resolution, to immediately cease the collection and remittance of dues and other deductions to MEA. Before invoking its rights under this paragraph, the City will notify MEA of its intention and meet to discuss the matter if requested by MEA.

G. In accordance with current practice, every two weeks the City shall provide MEA with a mutually agreeable census file which contains all Employees in MEA's bargaining units.

H. Article 36 of the Parties' MOU establishes MEA's rights with regard to new Employee orientations. However, new Employee orientations are confidential, and the date, time, and place of these orientations shall not be disclosed to anyone other than the Employees, MEA and any vendor the City has contracted to provide services for the purpose of the orientation.

I. The City will not oppose MEA's efforts to pursue the establishment of additional lawful benefits for its members, including but not limited to benefits offered through the San Diego Public Employee Benefits Association (SDPEBA) and other affiliated institutions with all privileges and powers authorized by state and federal law.

J. It is agreed that MEA/SDPEBA deductions for its benefits offered through City's Flexible Benefits Plan program shall be remitted by the Risk Management Department (Risk Management) in the aggregate amount according to the following procedure:

1. On the payday following the end of each pay period, Risk Management shall forward to MEA/SDPEBA via sFTP electronic listing of all Employees in MEA/SDPEBA benefits.

2. Each month, Risk Management shall audit and balance the reports and remit to MEA/SDPEBA detailed back-up for adds/changes/terms and currently enrolled Employees along with the aggregate amount shown as soon as feasible within Department of Finance guidelines for processing requests for payment.

K. It is agreed that post-tax payroll deductions for benefits offered by MEA/SDPEBA which do not involve City's Flexible Benefit Plan will be managed through a separate deduction code and process dedicated to SDPEBA. Department of Finance shall remit the deductions in the aggregate amount according to the following procedure:

1. On the payday following the end of each pay period, Department of Finance shall forward to MEA/SDPEBA via sFTP the deduction listing.

2. On the payday following the end of each pay period, Department of Finance shall remit to MEA/SDPEBA the aggregate amount shown as soon as feasible within Department of Finance guidelines for processing requests for payment.

L. MEA agrees to provide the City with at least 45 days advance notice of structural changes to the process (e.g., changes to the method of transmission, the implementation of software that affects the exchange of information, requests to add new dues/wage types, changing vendor to receive dues, or changes in union name) that support the exchange of information between the City and MEA.

ARTICLE 15:
Use of City Email System

MEA may use the City's email system to direct Employees to information contained on MEA's website. MEA's email message for this purpose may include a link to MEA's website and it will not be a violation of City policies for an Employee to click on the link in this email message and access the information to which they have been directed. No further use of or access to the City's email system is authorized unless the use pertains directly to the Employee-employer relationship. Examples of this relationship include, but are not limited to: communicating with Management or Human Resources Department, responding to disciplinary actions or appeals, submitting grievances, scheduling meetings, making requests for information, and communicating a tentative agreement for ratification purposes. MEA agrees to comply with all City policies on the use of City resources. For purposes of the communications permitted by this Article, the City agrees to provide MEA with a complete list of workplace email addresses for all Employees in the Bargaining Units it represents, as

well as a list of all applicable mail stations for represented Employees, and to update these lists annually. The limitations of this Article become effective on the date the City provides MEA with this information.

ARTICLE 16:
Rest and Meal Periods

A. **Rest Periods.**

1. The City and MEA jointly endorse the practice of progressive management which recognizes that regular, authorized rest periods are beneficial both to Employees personally and to the productivity of the organization.

2. Subject to work assignments and departmental requirements, department heads are authorized and encouraged to allow rest periods for Employees within the limits of the policy outlined below:

   a. Two fifteen minute rest periods (including "travel time" if the Employee leaves the work area; "travel time" means pedestrian travel or travel in the Employee's private vehicle) shall be allowed during each eight hour workday. Employees working less than an eight hour work day shall also be given rest periods near the end of each consecutive two hours worked, including overtime, except in situations where public safety, public health or emergencies exist.

   b. Since the purpose of granting the privilege of rest periods is to give relief from mental or physical fatigue, and consequently, to improve productivity, the following practices shall not be allowed:

      i. Combining two or more rest periods into one rest period;

      ii. "Saving" rest period time to justify extended lunch hours or shortened workdays;

      iii. Accumulating rest period time from day to day; and

      iv. Applying rest period time to compensatory or other time off, or in the considerations or computations concerned with overtime compensation.

B. **Meal Periods.**

1. **The length of unpaid meal periods is determined by the department based on operational needs.**

2. **When an Employee whose regular work schedule is eight hours or more in a workday (excluding unpaid meal period), has received approval for leave that reduces their work hours to six hours or fewer on that day, the Employee may submit a written request to their supervisor to waive their unpaid meal period for that workday. The Department will approve the Employee's waiver request when not doing so will result**

in the Employee's having to utilize more leave time than originally requested. The intent of the Parties is that this section will not result in additional overtime or require more regular working time than scheduled to allow the unpaid meal period waiver.

3. **Employees working more than an eight-hour workday**, **s**ubject to work assignments and department requirements, should be allowed a rest period or an unpaid meal period near the end of each **consecutive** two-hour**s worked** including overtime, **except in situations where public safety, public health or emergencies exist**.

ARTICLE 17:
Work Schedules

A. If Management desires to make a change in work schedules, or geographic locations, Management will notify the Employee five working days in advance of the proposed change. The notice will be in writing and state the reasons for the proposed change. In emergency situations, Management will not be required to give a five working days' notice prior to changing a work schedule or location. The downtown area around the City Administration Building is considered one geographic location.

B. Any changes in the method of assigning Employees to shifts or significant changes in work schedules shall be subject to meet and confer. Departments with the concurrence of the Mayor or designee have within their authority the right to modify their work schedules. MEA may meet with the Appointing Authority to discuss alternate work schedules and job sharing. MEA may consult with Management on other matters that affect hours of work.

C. Shift Preference.

Any Employee who wishes to change to a different work schedule or shift within their department may submit such request in writing to their appointing authority or designee who has the power to render a decision in these matters. Such requests will be considered by Management prior to filling a vacancy in the Employee's position on the desired shift. In the event two or more Employees are equally qualified to transfer to a vacant position and desire to do so, the Employee with the most seniority in the department will normally prevail. Management may select someone other than the most senior Employee if there are valid bona fide reasons for doing so. Seniority in this instance is defined as the longest continuous service in the class in the department. In the event two or more Employees having the same length of service in the class in the department desire the vacant position, the tie shall be broken by overall length of City service.

D. Nothing in this MOU shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. Such emergency assignments shall not extend beyond the period of such emergency.

E. Any violation of this policy shall be grievable.

F. Definitions.

1. Workday is the number of hours an Employee is scheduled to work in a twenty-four hour period.

2. Workweek is a period of one hundred sixty-eight consecutive hours (seven consecutive twenty-four hour periods) as determined by the Appointing Authority.

3. "Scheduled work week" is the Employee's predetermined number of hours per workday and workdays per work week as established by the Appointing Authority.

G. Thirty calendar days prior to a Saturday or Sunday holiday, MEA and Management shall review the scheduling method for City departments. Efforts will be made to reduce scheduling disruption and Employee inconvenience.

H. Management agrees that alternate work schedules (36/44) will be implemented for all MEA-represented Employees in the Police Department who wish such alternate work schedule.

I. The alternate schedules will be reviewed under the same conditions as the other existing alternate work schedules in the Police Department.

J. Schedule alternatives to the traditional eight-hour day, five-day work week, such as the 4/10 or 44/36 schedules, may be approved for implementation based on justifications identifying operational efficiencies, productivity improvements or enhanced customer service. They may also be approved in cases in which there is no harm to departmental efficiency, productivity or costs, but will result in benefits for Employees. Employees who telecommute may be eligible for alternative work schedules at the discretion of the Appointing Authority. Employees who work alternate work schedules may be eligible to telecommute at the discretion of the Appointing Authority.

K. When the need to work outside normal or scheduled work hours is identified and authorized, and when Management directs the Employee to adjust their work schedule to avoid overtime expense, Management will notify the Employee, in writing, at least five working days in advance of any directed schedule change.

L. When proper advance notice has been given, Management will then work with the Employee to determine how the work schedule will be adjusted within the pay period **in a way that meets operational needs while considering the employee's circumstances**.

M. In the event that five working days' advance notice has not been given, whatever the reason, Management shall authorize overtime in accordance with Article 18, Annual Leave/Compensatory Time Off; Administrative Regulation 95.01, Overtime Compensation; and Personnel Manual Index Code H-4, Overtime Compensation.

N. **Flex Time**

1. Flex time is a voluntary work arrangement which allows Employees to work variable hours (i.e., flex hours), which are different from their regular schedule for that workday, with pre-approval from their supervisor. All flex time requests must be submitted and approved in advance and in writing. Flex hours must be taken within the Employee's same scheduled workweek.

2. Flex time cannot be utilized on a fixed or City-observed holiday.

3. A Department or Division may determine whether flex time will be offered, and any

time proposed to be flexed is subject to approval by the Appointing Authority or designee.

4. Employees may include a preferred flex time in their request. Approval of any flex time is at the discretion of the Department Director or designee based on operational needs. If the department proposes an alternative flex time based on operational needs, the Employee may choose to participate in flex time or remain on their regular schedule.

5. Employees participating in flex time waive the applicable local overtime provision(s) from Personnel Manual Index Code H-4 for the time designated as flex time:

a. Overtime beyond the regularly scheduled number of hours in the Employee's workday.

b. Overtime on days other than those designated in the Employee's scheduled workweek.

ARTICLE 18:
Annual Leave and Compensatory Time

A. Appointing Authorities are responsible for arranging scheduled annual leave for vacations so that adequate personnel are available to carry on necessary City work.

B. Insofar as is practicable, Employees should be permitted to schedule annual leave for vacations and compensatory time off at times most acceptable to the Employee. Annual leave for vacations shall be selected by Employees within each division, section, or unit, as is applicable, based upon their seniority by class within the department. Employees who are transferred at their request, or promoted, may be required to modify their scheduled annual leave or compensatory time off for vacations.

C. Employees should be encouraged to take regular annual leave vacations but they shall not be required to take annual leave vacations against their will. Employees may accumulate annual leave time in accordance with this MOU.

D. Any existing annual leave vacation scheduling method that is satisfactory with the Employees shall remain in effect for the duration of this MOU. This is in lieu of the above-mentioned scheduling method.

E. Effective July 1, 1991, the maximum accumulation of annual leave for Employees with fifteen or more years of service is seven hundred hours. For Employees hired after July 1, 1993, the maximum accumulation of annual leave is three hundred fifty hours.

F. Cease to Accrue Provision.

Employees who reach their maximum permitted accumulation of annual leave on their anniversary date shall cease to accrue additional annual leave. If the Appointing Authority denies the specific time off requested and provides no alternative time off which is acceptable to the Employee, this cease-to-accrue provision shall not apply until such time as the Employee is granted and takes the time off. It is the City's intent to accommodate Employees'

requests to use annual leave and avoid any loss of this benefit.

G. Leave provisions included under sections H and I below will be accounted for separately.

H. Pre-approved annual leave, sick leave, or compensatory time off properly used for personal, family or dependent illnesses will not be subject to disciplinary action.

I. Approved, unscheduled annual or sick leave properly used for family, dependent, or domestic partner illnesses shall be considered as a separate category when reviewing Employee performance with regard to attendance and absenteeism issues and shall not be subject to disciplinary action. Should the City, for good and sufficient reasons, determine that an Employee is abusing this leave provision, the Appointing Authority may request a bona fide doctor's statement from the Employee to substantiate the leave request or requests. Failure to provide documentation, by a mutually agreed upon date, to the Appointing Authority may subject the Employee to disciplinary action in accordance with the City's Personnel Regulations.

J. Criteria to be considered in determining leave abuse shall not be limited to stated department/division numerical standards, and must include, but not be limited to, length of service, prior attendance record throughout City career, reason for absence, past performance reports, harm to the work unit, leave balances, past discipline, as well as job classification and working conditions.

K. If disciplinary action for Employee leave abuse under this Article is proposed which deviates from these criteria, the Appointing Authority or designee must obtain prior approval from the Human Resources Director.

L. <u>Compensatory Time.</u>

1. Overtime will be paid or Compensatory Time Off (CTO) given at the discretion of the Department Director or designee subject to the availability of funds and workload considerations in an amount not to exceed 120 hours annually of accrued CTO.

2. An Employee may only use or cash out CTO during the calendar year in which it is earned.

3. All accrued and unused CTO balances will be cashed out on the last pay day of each calendar year so that the Employee's CTO account is reduced to a zero balance.

4. Employees may use or cash out CTO accrued at any time during the calendar year, prior to the last pay period of the calendar year, subject to the following:

   a. No unused CTO hours may be carried over to a subsequent calendar year.

   b. No CTO can be elected for overtime worked during the last pay period of the calendar year.

   c. No CTO may be used or cashed out for the pay period the Employee is suspended without pay.

5. Employees will not have the option to take CTO instead of cash when the Department is reimbursed by another governmental agency for Overtime worked by the Employee. Overtime earned in accordance with the FLSA will be paid in the pay period in which it is earned.

M. Dual Calculation Method.

Effective July 10, 2021, the City uses a "dual calculation method" of determining overtime compensation. When an Employee is eligible for overtime compensation, the City calculates the overtime compensation required to be paid under this approved MOU without application of a required rate multiplier and the overtime compensation required to be paid under the FLSA. After comparing the two amounts, the City pays the Employee the higher overtime compensation.

If an Employee receives compensatory time in lieu of overtime, the City will pay the premium portion of the overtime compensation, as calculated in accordance with the FLSA or this approved MOU, when the overtime is earned. The Employee shall receive the base hour associated with the time worked in their compensatory time bucket. The Employee may use the base hour for leave or may cash it out throughout the calendar year in which it is earned. At the end of the calendar year, the City will cash out any remaining balance in the Employee's compensatory time bucket on the last pay day of the calendar year.

ARTICLE 19:
Bilingual Pay

A. Any Employee filling a position which is designated as requiring knowledge and use of Spanish, Korean, American Sign Language, Arabic, Farsi, Somali, Chinese, **Vietnamese, Khmer (Cambodian), Laotian, Hmong,** or Tagalog language in the performance of their duties, and who has been certified as bilingual by the Personnel Department shall be paid $1.40 per hour in addition to their regular salary.

B. Dispatchers in Police and San Diego Fire-Rescue Departments (Fire-Rescue Department) who are regularly required to use Spanish, Korean, American Sign Language, Arabic, Farsi, Somali, Chinese, **Vietnamese, Khmer (Cambodian), Laotian, Hmong,** or Tagalog language in the performance of their duties and have been certified as bilingual shall be eligible to receive an additional $1.40 per hour while filling positions authorized as requiring this skill by the department.

C. Incidental Bilingual Pay.

1. City agrees to pay bilingual compensation in the amounts specified in Sections A and B for the entire pay period to any eligible Employee (Certified by the Personnel Department or identified by Citizens Assistance) who is requested or directed by a supervisor or manager to provide translator services in a non-English language other than a language eligible for ongoing bilingual compensation (Spanish, Korean, American Sign Language, Arabic, Farsi, Somali, Chinese, Tagalog, or **Vietnamese, Khmer (Cambodian), Laotian, or Hmong** languages).

2. A statement attached to the Personnel Change Request from a supervisor will serve as certification for bilingual pay for the pay period.

ARTICLE 20:
Workplace Safety

A. The City agrees to make each workplace safe. The City also agrees to process, in an expeditious manner, work requests submitted to any City department or division intended to

correct unsafe work places. The City agrees to process those work requests involving significant safety problems within thirty working days.

B. Weapon-Free Workplace.

In accordance with A.R. 97.20, Weapon-Free Workplace Policy, MEA-represented Employees are prohibited from possessing or storing firearms, even if lawfully owned, on the job or in City-controlled parking locations. Tools required or used on the job are not covered by this prohibition.

However, consistent with past practice, this prohibition is not applicable to the classifications of **Principal City Attorney Investigator,** Senior City Attorney Investigator**,** City Attorney Investigator **I and II, and City Attorney Investigator Trainee classifications** in the City Attorney's Office. Nor is this prohibition applicable to any MEA-represented Employee in the Police Department who is authorized to do so by the Police Chief.

C. The City agrees to establish a joint safety committee in which MEA will be authorized to appoint three representatives to advise the Mayor in the area of safety and security at workplaces.

D. The City agrees to continue to develop and implement safety training programs for all Employees whose job duties include the responsibility to enforce rules and regulations. In the development of such programs the City agrees to meet with MEA to discuss ideas.

E. The City agrees to provide one appropriate communication unit at each Parks and Recreation Department (Parks and Recreation) center identified by Parks and Recreation Management as a security or high risk location. The City also agrees to provide such a communication unit to other Parks and Recreation Employees identified by Parks and Recreation Management whose duties require them to visit or inspect security or high risk locations.

F. The City agrees to support the initiation and passage of appropriate legislation to establish that assault on a Parks and Recreation Employee is a felony. The City also agrees to convene a meeting to include MEA and an appropriate representative of the Office of the City Attorney to identify and/or establish appropriate procedures and guidelines to offer legal support for a Parks and Recreation Employee threatened or assaulted while on duty.

G. In compliance with applicable federal and state laws, Management will continue to provide all Employees in those classifications whose job responsibilities include the handling, storage or disposal of hazardous materials, with guidelines, training and annual certification, as required.

H. The City agrees to continue the efforts being made to reduce or eliminate repetitive motion injuries and to provide a safer, healthier work environment regarding repetitive motion injuries. The City also agrees to continue its practice of addressing issues and concerns which MEA brings to Management in furtherance of this objective.

I. The City will investigate every report of an alleged threat as defined in A.R. 97.10, Threat Management Policy. The City will make its best efforts to protect, support and counsel Employees who have been threatened during the course of employment.

J. The City agrees to provide appropriate safety gear for Employees required to open and/or inspect live sewer manholes, or required to perform homeless camp litter removal or abatements.

K. In the event of power outages, water shut-off, building-wide restroom closures and other such events that seriously impact the health and safety of Employees, the City shall:

1. Notify Employees of the problem, what actions are being taken to rectify it and the projected time when it will be fixed;

2. Provide reasonable alternate accommodations to meet Employees' restroom needs and to eliminate other health or safety hazards created by the event; and

3. Allow non-emergency Employees to leave work if reasonable alternate accommodations cannot be provided and the event has not been rectified after three hours.

L. Departments with emergency Employees will execute their emergency plans to cover these situations.

M. The City agrees to create a Parks and Recreation Department Employee Security Committee in order to identify and address ongoing security concerns affecting Employees in each Division of the Department. The Committee will include at least two Department management representatives, one Human Resources Department representative, one MEA representative, and two Employee representatives from each Division of the Department (a primary and a backup) to be determined by MEA. The Committee will meet at least once within the first quarter of each fiscal year and will determine the timing and frequency of Committee meetings thereafter. However, a timely meeting of the Committee will be convened at MEA's request to address any security concern which needs immediate attention.

ARTICLE 21:
Salaries

A. General Salary.

1. Effective **July 1, 2026** or the first full pay period following City Council approval of this MOU, whichever date is later, there will be a general salary increase of **2%** for all Employees covered by this MOU.

2. Effective **July 1, 2027**, there will be a general salary increase of **3.5%** for all Employees covered by this MOU.

3. Effective **July 1, 2028**, there will be a general salary increase of **2%** for all Employees covered by this MOU.

4. Effective **January 1, 2029**, there will be a general salary increase of **2%** for all Employees covered by this MOU.

5. The **Parties** to this MOU agree that the word "salary" as used in this MOU and in all official City documents which are incorporated by reference and listed in Article 9 does not mean that the Employees covered by this MOU are paid a fixed weekly salary regardless of actual work performed or available accrued leave. Employees covered by this MOU are classified, non-exempt Employees who are paid on an hourly rate, except those classifications listed in Group F in Addendum A to Personnel Manual Index Code H-4. The **Parties** agree to meet and confer in good faith over modifying the

word "salary" and related words used in the official City documents listed in Article 9.

B. Special Salary Adjustments/Equity Adjustments.

1. **In addition to (but also separate from) the general salary increases specified under Section A above, the following equity adjustments will be effective July 1, 2027, January 1, 2028, and January 1, 2029:**

Classifications	Effective Date		
	7/1/27	1/1/28	1/1/29
Airport Manager	-	4%	4%
Auto Parts Stock Clerk	-	4%	4%
Crime Scene Specialist I Crime Scene Specialist II Crime Scene Specialist III Supervising Crime Scene Specialist	5%	-	-
Environmental Biologist I Environmental Biologist II Environmental Biologist III	-	4%	4%
Assistant Laboratory Technician Laboratory Technician	-	4%	4%
Assistant Management Analyst Associate Management Analyst Senior Management Analyst	-	4%	4%
Parking Enforcement Trainee Parking Enforcement Officer I Parking Enforcement Officer II Parking Enforcement Supervisor Senior Parking Enforcement Supervisor	-	4%	4%
Principal Clerk	-	4%	-
Records Management Analyst Senior Records Management Analyst	-	4%	4%
Senior Victim Services Coordinator	-	4%	4%
Stock Clerk	-	4%	4%
Storekeeper I Storekeeper II Storekeeper III Stores Operations Supervisor	-	4%	4%
Warehouse Manager	-	4%	4%

2. For a **historical** list of Special Salary**/Equity** Adjustments implemented **since** Fiscal Year 2022**,** please see Appendix H**.**

C. Special Assignment Pay.

1. Dispatcher Training Pay.

Dispatchers shall receive $.90 per hour additional pay while actually functioning in a training capacity as part of a formal training program approved by the Human Resources Department. **Effective July 1, 2027, this add-on pay will be increased to 5% of base pay.**

2. Three-Wheel Motorcycle Pay.

Parking Enforcement Officers**, Parking Enforcement Officer Trainees,** and Parking Enforcement Supervisors shall receive $.90 per hour additional pay when assigned to three-wheel motorcycles.

3. Grounds Maintenance Supervisor Pay.

Grounds Maintenance Supervisor positions which are required to supervise Equipment Operators I on a continuous basis shall receive approximately 14 percent additional pay.

4. **Authorized Employee Asbestos Pay.**

a. **Employees may volunteer for asbestos containment assignments, but the City retains the discretion to assign supervisory responsibilities as needed to meet operational requirements.**

b. **An employee who qualifies as an "authorized employee" and is assigned to perform "authorized work", as defined below, will receive an additional $1.25 per hour for the entire pay period in which the authorized work occurs.**

c. **For purposes of Article 21(C)(4), "authorized work" is defined as:**

i. **Supervision of maintenance and repair activities performed within a demarcated work area established by a licensed abatement contractor under the direction of Environmental Services Department (ESD) Environmental Health staff; and**

ii. **Work performed in areas where asbestos-containing material (ACM) or presumed asbestos-containing material (PACM) is present, and where such work may involve contact with or inadvertent disturbance of ACM/PACM.**

d. **For purposes of Article 21(C)(4), an "authorized employee" is defined as an individual who:**

i. **Is required to wear a respirator and other personal protective equipment as directed by ESD Environmental Health Staff;**

ii. **Has completed annual Cal/OSHA-complaint asbestos awareness training (minimum 2-hour annual training through an accredited provider);**

iii. **Has completed annual respirator training, fit testing, medical clearance, and is enrolled in the City's Respiratory Protection Program; and**

iv. **Has a written assignment documented by their supervisor prior to the start of the pay period.**

5. Police Records Data Specialists in Police Department.

Police Records Data Specialists assigned to the Police Records Division shall receive an additional 10 percent of their base pay as special assignment pay whenever assigned by the Police Department to perform duties which had previously been performed by Senior Police Records Data Specialists.

6. Confined Space Entry Pay.

Employees in MEA bargaining units who are assigned to confined space entry teams shall receive five percent special assignment pay for each pay period in which the Employee was required to assist with, supervise, and/or make confined space entries. The term "confined space" is defined as those spaces which meet the CAL OSHA confined space criteria. It is also the City's intent to provide dry suits and Hepatitis-B shots for Employees so assigned.

7. Class A or B License.

Employees directed to obtain a Class A or B license or who possesses a Class A or B license and are directed to drive a commercial vehicle requiring the Class A or B license when the possession of a Class A or B license is not a minimum requirement for the Employee's classification will receive $.50 per hour special assignment pay. The special assignment pay shall be paid for each day the Employee was directed to and did drive a commercial vehicle. The City shall pay the medical and licensing fees required to obtain the Class A or B license.

8. **Police 911 Dispatchers,** Police Department Dispatchers I and II (911 Operators).

Dispatchers I and II assigned as 911 Operators in the Police Department Phone Room **and Police 911 Dispatchers** shall receive an additional five percent of their base salary as special assignment pay.

9. Police Investigative Service Officer Training Pay.

Police Investigative Service Officers assigned to perform Field Training Officer duties shall receive $.90 per hour additional pay while actually functioning in a training capacity.

10. Laboratory Technicians and Biologist II positions in Public Utilities Department who are directed to perform duties requiring a Vector Control Technician Certificate shall receive an additional $1.25 per hour for each pay period the duties are performed. Effective December 20, 2003, this pay shall increase to $1.10 per hour. On December 19, 2004, it shall increase to $1.25.

11. Crime Scene Specialists will receive five percent Permanent On-Call pay which is not time dependent and is meant to compensate for being on-call essentially all the time. This five percent shall be added to base salary and become compensation earnable for retirement purposes. Crime Scene Specialists are no longer eligible for Stand-By-Pay pursuant to Personnel Manual Index Code H-7.

12. Crime Scene Response Pay.

a. Classifications assigned to Crime Scene Response will receive Crime Scene Response Pay at 15 percent of base pay. Designated classifications in the Police Department will be assigned to a weekly rotation with no more than seven positions being eligible for any given day. The classes include: Supervising Criminalist, Criminalists I/II/III, Polygraphers I/II/III, Latent Print Examiner Aide, Latent Print Examiners I/II/III, Supervising Latent Print Examiner, Supervising Crime Scene Specialist, and Crime Scene Specialist.

b. The incumbents shall receive the 15 percent of base pay of additional compensation for each day they are on crime scene standby, calculated based on the forty-hour workweek divided over seven days. Incumbents in the above classifications receiving stand-by-pay pursuant to Personnel Manual Index Code H-7 are not eligible to simultaneously receive the Crime Scene Response Pay.

13. **Public Safety Payroll.**

a. **Fire-Rescue Department.**

Payroll Specialists and Payroll Supervisors who are assigned in the Fire-Rescue Department will receive 15% of base salary as special assignment pay.

b. Police Department.

Effective July 1, 2027, Payroll Specialists and Payroll Supervisors who are assigned in the Police Department will receive 7.5% of base salary as special assignment pay.

14. Library Special Assignment Pay.

All classifications under the Librarian and Library Assistant Series who are **scheduled** to work on Sundays will receive 10% of base salary as special assignment pay **for the Sunday they worked**.

15. Mt. Hope Cemetery Special Assignment Pay.

Administrative Aide II, Area Manager II, Public Information Clerk, and Utility Supervisor working at the Mt. Hope Cemetery will receive 10% of base salary as special assignment pay.

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:**

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.

17. Teletype Assignment Pay.

Employees in the Police Records Clerk classification series who are assigned to the Teletype Section of the Records Division shall receive **five** percent additional pay.

18. Notary Pay.

Employees in any classification who are **designated as notaries by their respective departments and** authorized by the City to obtain and maintain a Notary Public Commission from the California Secretary of State in order to use that certification in furtherance of the City's business shall receive Special Assignment Pay of five percent. The City will **reimburse** such designated Employees for the cost of **the test and application fee for** obtaining and maintaining their Notary Commission, **with proper receipts and approval,** and will provide City-paid release time Employee **upon Supervisor's approval, of up to six hours per fiscal year** to complete the required **test, prep-course** or training associated with obtaining and maintaining the Notary Public Commission.

19. **Police Narcotics Vault - Drug Analysis Pay.**

Police Property and Evidence Specialists and Police Property and Evidence Supervisors, who are assigned to use a handheld narcotics analyzer to perform narcotics analysis inside the Police Narcotics Vault processing room and are required to take training and maintain competency on the drug analysis equipment, as determined by the Police Department, shall receive ten percent of Employee's base salary as special assignment pay effective January 1, 2024.

20. **Building Maintenance Supervisor.**

a. Building Maintenance Supervisors assigned to the HVAC shop, overseeing the work of HVAC Supervisors, shall receive ten percent of base salary as special assignment pay.

b. Senior Building Maintenance Supervisors who are directed to oversee a team performing the HVAC work, as noted in section 21.a above, shall receive a 10 percent of base salary as special assignment pay.

c. The special assignment pay provided under this section will terminate upon implementation of a future equity adjustment to the Building Maintenance Supervisor classification that maintains the operational reporting structure within the Department of General Services.

21. **Defensible Space Inspection Special Assignment Pay**

Effective April 1, 2026, employees in the Code Compliance Officer series in the Community Risk Reduction Division in the Fire-Rescue Department are eligible for a ten percent Special Assignment Pay in recognition of their specialized wildfire mitigation and defensible space duties in support of the Department's community risk reduction mission.

22. **Project Officer II Special Assignment Pay**

a. Project Officer IIs assigned in the Engineering and Capital Projects Department's Capital Improvement Program Access Law Compliance Section and Facilities and Parks Project Delivery Division, and Parks and Recreation Department's Asset Management Section, who are not eligible to receive Registration Pay for Engineers under Article 21 section D.1.a, shall receive a total of 15.58% special assignment pay.

E. Registration Pay.

1.a. Registration Pay for Engineers - Senior, Associate, Assistant and Junior level engineers in the disciplines of Civil, Communication, Corrosion, Electrical, Land Survey, Fire Protection, Mechanical, Structural, Traffic Engineering, and Control Systems, Principal Survey Aide, Project Officer I/II, Development Project Manager I/II/III Supervising Development Project Manager**, and Principal Planner will** receive approximately 15 percent additional pay for state registration. Associate and Senior Communication Engineers who possess Senior Engineering Certification from the National Association of Radio & Telecom Engineers, shall be eligible to receive the additional pay. Engineers in the discipline of Corrosion who obtain and maintain the Associate of Materials Protection and Performance CP Level 4 – Cathodic Protection Specialist Certification in lieu of the State registration **will** be eligible to receive the additional pay.

1.b. Registration Pay for Architects - Senior, Associate, Assistant, and Junior level engineers in the Civil Engineering discipline, Project Officer I/II, Development Project Manager I/II/III, Supervising Development Project Manager**, and Principal Planner** who obtain and maintain an Architect License issued by the California Architects Board **will** be eligible to receive the additional pay.

2. Senior, Associate, Assistant and Junior level engineers in the Structural engineering discipline shall receive approximately 10 percent additional pay for possession of a State Structural license.

3. Chemical Engineer.

Hazardous Materials Program Manager, Supervising Hazardous Materials Inspector, Hazardous Materials Inspector I/II/III, Hazardous Materials/Pretreatment Trainee, Wastewater Pretreatment Inspector I/II/III and Wastewater Pretreatment Program Manager shall receive approximately five percent additional pay for state registration as a Chemical Engineer.

4. Engineering Geologist.

Senior Engineering Geologist, Associate Engineer Geologist (Option Title), Assistant Engineer Geologist (Option Title), Junior Engineer Geologist (Option Title), and Development Project Manager I/II/III shall receive approximately five percent additional pay for each of the following: state registration as a Geologist and state registration as an Engineering Geologist.

5. Landscape Architect.

Landscape Designer, Project Officer I/II, Development Project Manager I/II/III, Supervising Development Project Manager**, and Principal Planner will** receive approximately 15 percent additional pay for possession of a state Landscape Architect license.

6. Infrastructure Premium Pay for Engineering Services.

a. Senior, Associate, Assistant, and Junior level engineers in the disciplines of Civil, Communications, Corrosion, Electrical, Land Survey, Fire Protection, Mechanical, Structural, Traffic Engineering, and Control Systems, who are receiving or become eligible for 15% registration pay, as set forth in subsection D-1.a. and D-1.b. above, will receive additional Infrastructure Premium Pay as follows:

i. Effective for the first full pay period following January 1, 2019, an additional 8% will be added to their registration pay.

ii. Effective for the first full pay period following January 1, 2020, an additional 8% will be added to their registration pay.

b. Senior Engineering Geologist, Associate Engineer Geologist (Option Title), Assistant Engineer Geologist (Option Title), and Junior Engineer Geologist (Option Title) who are state registered as Certified Engineering Geologists (after attaining their Professional Geologists license) will receive state registration and infrastructure premium pay as follows:

i. Effective for the first full pay period following January 1, 2019, an additional 13% will be added to their 10% registration pay under D-4 above.

ii. Effective for the first full pay period following January 1, 2020, an additional 8% will be added to their registration pay.

c. Senior Engineering Geologist, Associate Engineer Geologist (Option Title), Assistant Engineer Geologist (Option Title) and Junior Engineer Geologist (Option Title) who are state registered as Professional Geologists will receive state registration and infrastructure premium pay as follows:

i. Effective for the first full pay period following January 1, 2019, an additional 18% will be added to their 5% registration pay under D-4 above.

ii. Effective for the first full pay period following January 1, 2020, an additional 8% will be added to their registration pay.

d. Employees in the job classifications listed in subsection D-6-a above, including those assigned to the geology option titles listed in subsection D-6-b above, who are not registered, are eligible for "Engineer-in-Training" (EIT), "Land Surveyor-in-Training" (LSIT), "Geologist-in-Training" (GIT), "Intern Development Program" (IDP), or "Architectural Experience Program" (AXP) certification pay when the Employee completes the requirements for this certification established by California's Department of Consumer Affairs, Board of Professional Engineers, Land Surveyors, and Geologists or the California Architects Board.

i. Effective for the first full pay period following January 1, 2019, this EIT/LSIT/GIT/IDP/AXP certification pay will be 4% additional pay.

ii. Effective for the first full pay period following January 1, 2020, there will be an additional 4% EIT/LSIT/GIT/IDP/AXP certification pay.

iii. Once an Employee who is EIT/LSIT/GIT/IDP/AXP certified achieves their registration pay and infrastructure premium pay in accordance with this section and the Employee's eligibility for EIT/LSIT/GIT/IDP/AXP certification pay will end.

iv. Education and Experience Equivalency. An Employee in a job classification listed in subsection D-6-a above who qualifies for a waiver of either the Fundamentals of Engineering (FE) Exam or the Fundamentals of Surveying (FS) Exam based on their qualifying education and experience will be eligible for certification pay on the terms stated in this subsection 6-d upon proof that California's Department of Consumer Affairs, Board of Professional Engineers, Land Surveyors, and Geologist (Board), has approved their request for a waiver by issuing an authorization to test for licensing as a Professional Engineer (PE), Professional Land Surveyor (PLS) or Professional Geologist. Once the Board's approval is given, the Employee's eligibility for this equivalency certification pay will begin and their eligibility will continue whether or not the Employee sits for or passes the PE, PLS, or PG licensure exam. However, once the Employee achieves their state registration, the limitation of subsection D-6-d-iii will apply.

v. An Employee in a job classification listed in subsection D-6-a, above, who has not attained a National Association of Corrosion Engineers (NACE) certification as a Cathodic Protection Specialist (CP Level 4) entitling him or her to registration and infrastructure premium pay under D-1 and D-6-a above, will be eligible for "in-training" certification pay under this subsection D-6-d on the same terms as an

Employee who achieves the EIT/LSIT/GIT once they complete the requirements for a NACE certification as a Cathodic Protection Technician (CP Level 2).

7. Licensed Geotechnical or Soils Engineer or Geologist.

a. Licensed Geotechnical or Soils Engineer. Senior, Associate, Assistant, and Junior level engineers in the Civil engineering discipline will receive 10% additional pay for possession of a State Geotechnical Engineering (GE) license while assigned to a position performing specialized work in the geotechnical discipline.

b. Licensed Geologist. Senior Engineering Geologist, Associate Engineer Geologist (Option Title), Assistant Engineer Geologist (Option Title), and Junior Engineer Geologist (Option Title) will receive 10% additional pay for possession of a Certified Engineering Geologist (CEG) license while assigned to a position performing specialized work in the geoprofessional discipline. The 10% add-on pay under this subsection 7(b) is in addition to the state registration pay as described in D-4 above and infrastructure premium pay as described in D-6-b above.

8. Eligibility for Multiple Registration or Certification Pays.

Employee**s** eligible for more than one registration or special license pay available under this section **are** eligible **to receive** the additional pay **for** each**, subject** to a maximum cumulative pay of 31%. **However,** Employees who are eligible for additional pay for extra licenses under subsections D-2 and D-7, above, **have a** maximum cumulative pay **of** 41%.

9. Verification of Eligibility for Initial and Renewed Add-on Pays.

a. Add-on Pay Request Form with Proof of Registration, License, Certification or In-Training/Waiver Status to Establish Initial Eligibility.

When an Employee at the time of hire into a qualifying position presents their Department Payroll Specialist with evidence of their eligibility for available add-on pay(s) as described in this article, the Department Payroll Specialist will provide the Employee with the add-on pay request form. Details regarding acceptable evidence are outlined below.

During their employment, when an Employee initially achieves the registration, license, certification or in- training or waiver status covered under this Section D, the Employee must submit an add-on pay request using the form provided by the Department for approval by their Department appointing authority and processing by the Department Payroll Specialist. In support of the request, an Employee must submit evidence that they possess a current and valid registration, license, certification or in-training/waiver status issued by the State of California such as the Board of Professional Engineers, Land Surveyors, and Geologists (BPELSG); Architects Board; or California Landscape Architects Technical Committee (LATC), in the relevant discipline(s) for which add-on pay is available. Where applicable, registration or licensure from the National Association of Radio & Telecom Engineers (NARTE) or the National Association of Corrosion Engineers (NACE) also qualify. Acceptable proof includes an actual registration/license card issued by

the respective agency or registration/license information obtained from the License Search function in the California Department of Consumer Affairs (DCA) website – https://search.dca.ca.gov/advanced.

b. Add-on Pay Request Form with Proof of Renewal, Where Applicable.

Once an Employee has established their initial eligibility for the add-on pay(s) covered in this Section D, the Employee must submit proof of renewal if their license, registration, or certification has an expiration date. And Employees continued eligibility for the add-on pay depends upon proof of a timely renewal. To avoid an interruption in their receipt of add-on(s) under Section D, an Employee must submit proof of timely renewal for the applicable registration, license or certification, along with the completed add-on pay request form, to their Department Payroll Specialist, as outlined in subsection D(9)(a).

c. Any gap in payment of add-on pay(s) which results solely from an Employee's own failure to make a timely submittal to their Department Payroll Specialist will not be remedied by a retroactive payment unless the Employee establishes that their non-compliance resulted from extraordinary circumstances as determined by the Department Appointing Authority, such as Long-Term Disability, Family and Medical Leave, Workers' Compensation, Special Leave Without Pay, Parental Leave, and Bereavement Leave. However, if a gap in payment of add-on pay(s) occurs at the time of an Employee's hiring into a qualifying position or thereafter when submitting proof of initial eligibility or a timely renewal, due to the City's failure to provide the required form or thereafter in processing an Employee's timely and valid submittals, the City will take administrative action to correct the missed payment(s) to assure that the Employee incurs no loss of pay owed under this Article.

d. Add-on Pay Expiration Courtesy Reminders

The City will send email reminders 60 days and 30 days prior to the expiration date of the add-on pay(s). These email reminders are provided solely as a courtesy for Employees to renew their license, registration, or certification, as well as submit a new add-on pay request form. While the non-receipt of an email reminder is not subject to the grievance process, it will be relevant to the administration of Article 21(D)(9).

e. When an Employee is hired, transferred or promoted into a job classification eligible for add-on pay under Article 21(D), the Employee will acknowledge receipt of a copy of Article 21(D) providing guidance on how to establish and maintain eligibility, including a copy of the Add-On Pay Request Form. The Employee's written acknowledgment will be filed in their permanent personnel file. While the City's failure to obtain or file this acknowledgment is not subject to the grievance process, it will be relevant to the administration of Article 21(D)(9).

E. Salary Calculations.

1. The City agrees to establish the salaries for new classes and calculate special salary adjustments so as to achieve internal salary relationships specified by the Civil Service Commission. Salaries shall be set to the nearest percent per hour using normal

rounding procedures and must be compatible with all applicable payroll and personnel data processing systems.

2. The City will make every effort to ensure that the new payroll system has sufficient flexibility to allow further refinements in differentials and salary calculations.

3. In the new Employee salary schedule, "B" step will be eliminated for new hires beginning July 1, 1994. Employees hired after July 1, 1994, will move from "A" step to "C" step after one year. This represents an increase of approximately 10 percent. Current Employees (hired prior to July 1, 1994) will continue with the present five step salary schedule in present and future positions.

F. Certification Pay for Police Department Dispatchers.

1. Dispatchers I and II **working in the Police Department, Police 911 Dispatchers**, Police Dispatchers, Police Lead Dispatchers, Police Dispatch Administrators and Police Dispatch Supervisors shall receive a total of 20 percent additional pay for their P.O.S.T. Basic Dispatcher Course Certificate.
2.
3. This P.O.S.T. certification pay is in addition to the special assignment pay for Dispatchers I and II who are assigned as 911 Operators in the Police Department Phone Room**, and Police 911 Dispatchers** as set forth in Article 21, C. 8.

G. Ranger/Diver EMT Pay.

Effective July 1, 2005, hourly Ranger/Divers, permanent full-time Ranger/Divers I and II, and Ranger/Diver Supervisors who are EMT certified shall receive an additional 8.5 percent of base pay.

H. Police and Fire Dispatcher Shift Rotation Pay.

All dispatch-related job classifications in Police and Fire Communications (Dispatcher I and II, **Police 911 Dispatcher,** Police Dispatcher, Police Lead Dispatcher, Police Dispatch Supervisor, Police Dispatch Administrator, Fire Dispatcher, **Fire Lead Dispatcher,** Fire Dispatch Supervisor, and Fire Dispatch Administrator) who work at least one shift rotation in any rolling 12-month period which requires a night shift (defined as the majority of the hours of work are scheduled before 8:00 a.m. or after 6:00 p.m.) or a split shift (defined as a long-term schedule of a shift split by more than two consecutive hours or without two consecutive days of rest) shall receive an additional five percent (5%) of base salary as shift rotation pay for the 12-month period which includes this shift rotation. This shift rotation pay will be paid whether there are two, three, or four shift rotations during a rolling 12-month period. This shift rotation pay is distinct from the shift differential pay authorized by Personnel Manual, Index Code H-6 and Employees will not be eligible to receive both shift rotation and shift differential pay simultaneously.

I. **Process for Application of Add-on Pays to New Classifications.**

1. Add-on pays must be approved by the City Council to take effect. However, the process described in this section may be used to extend an add-on pay previously approved by the Council to a newly-created classification that belongs to an established classification series.

2. If the City Council has previously approved an add-on pay to apply to a specified classification, administrative staff, on behalf of the Mayor, may apply~~,~~ the add-on pay to a newly-created classification within the same established classification series under the following process:

a. Following the Civil Service Commission's approval of a new classification during its Annual Salary Review process required under City Charter Section 130, the Personnel Director or designee will advise the Human Resources Department in writing whether the newly-created classification performs a similar nature of work, shared duties, and responsibilities with other classification(s) within the series already receiving the approved add-on pay.

b. The administrative department or departments with employees who will serve in the newly-created classification will advise the Human Resources Department in writing of the factual basis justifying the application of the approved add-on pay to the newly-created classification.

c. The Human Resources Director or designee, on behalf of the Mayor, will analyze the factual information presented by the Personnel Department and the administrative department or departments to ensure that the application of the approved add-on pay to the newly-created classification is consistent with the purpose and intent of the approved add-on pay as described in the MOU. The Human Resources Director or designee may consult with the Chief Financial Officer to ensure compliance with the MOU.

d. Prior to July 1 of the fiscal year in which the newly-created classification will be implemented, the Human Resources Director or designee will provide MEA with notice of any determinations made regarding the new classification and opportunity to bargain before implementation.

e. Upon the determination described above and the completion of any process required by the Meyers-Milias-Brown Act, the City, acting through the Personnel Department, will implement the determination that the add-on pay applies to the new classification.

3. If the City, through established processes, converts an existing option classification eligible for an approved add-on pay into an independent classification, then the newly-created independent classification will be eligible for the already approved add-on pay, as long as the duties and responsibilities of the newly-created independent classification remain the same. The process described in paragraph 2 above will apply to the determination of eligibility to receive the already approved add-on pay.

J. <u>Paystub Reporting of Extra Pay.</u>

To the extent an Employee is eligible for extra pay in addition to their base pay for their job classification, such extra pay is set forth on their bi-weekly paystub when detailing their regular wages. This extra pay is also identified in the Employee's Master Data in SAP. All extra pay as of the report date is reflected in the "Add-ons" list at the bottom of the report.

Examples of these extra pay entries include Registration Pay, Infrastructure Premium Pay,

Special Assignment Pay, Certification Pay (whether mandatory or voluntary), and Shift Differential Pay.

K. <u>Mandatory Furlough Program.</u>

1. **Effective in FY 2027 and FY 2028, all standard hour Employees who receive general salary increases identified in sections A(1) and A(2) of this Article, as well as 24 hours of Discretionary Leave under Article 85, will be required to take mandatory furlough each fiscal year, except as otherwise provided in section K(4) below. Full-time Employees will be required to take 40 furlough hours; a prorated adjustment to the required furlough hours will apply to employees working half-time (i.e., 20 furlough hours) or three-quarter time (i.e., 30 furlough hours), as well as to Employees hired after the beginning of a fiscal year.**

2. **The cost of furlough hours will be deducted on a prorated basis across all payroll periods during the fiscal year.**

    a. **The City may prorate the required furlough hours or apply an equivalent reduction in pay if an Employee is on an unpaid extended or protected leave. If there is no pay from which to collect the required pay deductions, any amounts due from the Employee as of the last full pay period of the month of June each fiscal year will be invoiced by the City. However, the Employee will not be invoiced when they are on an unpaid leave and have not utilized mandatory furlough, or if they have sufficient pay deductions to cover the furlough leave taken. If an Employee, for any reason, fails to take the required 40 hours of mandatory furlough (or prorated amount), the unused hours are forfeited and the City will not reimburse the Employee for any amounts withheld from their pay to cover mandatory furlough.**

    b. **Throughout the fiscal year, if the required bi-weekly payback deduction is not taken for any payroll period(s), a re-calculation of the prorated bi-weekly cost will be made and will result in an increased amount being deducted through the end of that fiscal year's scheduled deductions. At the end of each fiscal year, the City will reconcile the total mandatory furlough cost and amount of deductions taken that fiscal year. The remaining balance due will be collected from the paycheck of the last full payroll period in June. For Employees who separate prior to the end of the fiscal year, the City will reconcile mandatory furlough hours taken to the bi-weekly cost deductions equal to those hours. If the hours taken/paid exceed the sum of payback deductions, the City will collect the unpaid balance from either the final payroll period's paycheck or final separation check. If sufficient compensation is not available to satisfy the amount owed at the fiscal year-end or upon separation, the City will invoice the Employee for the amount due.**

    c. **Participation in the mandatory furlough program is based on the Employee's classification and full-time or part-time status as of July 1 of the applicable fiscal year, or the Employee's classification and full-time or part-time status at the time of hire during that fiscal year. Once mandatory furlough deductions begin on July 1 of the applicable fiscal year, they will continue for the remainder of that fiscal year. If an Employee changes classification or full-time or part-time status after July 1 but remains in MEA's bargaining units and covered by this MOU, their mandatory furlough deductions will continue and the rules set forth in sections K(2)(a) and K(2)(b) above will apply. If an Employee leaves MEA's bargaining units and is no longer covered**

by this MOU while still employed by the City, the rules set forth in sections K(2)(a) and K(2)(b) above will continue to apply to them for the remainder of the fiscal year. All other terms and conditions of their employment are beyond the scope of this MOU.

d. As provided in San Diego Municipal Code § 24.0103, "Base Compensation" for SDCERS' purposes includes furlough leave taken. As a result, Employees' "Base Compensation" is not reduced due to the mandatory furlough.

3. Mandatory furlough hours will be added to each Employee's leave bank no later than July 13, 2026, effective July 1, 2026, for FY 2027 and no later than July 12, 2027, effective July 1, 2027, for FY 2028. Employees will schedule and use these mandatory furlough hours in the same manner as annual leave pursuant to Article 18 of this MOU. The City will ensure that each Employee is provided the opportunity to take mandatory furlough hours off by June 30 of each applicable fiscal year, consistent with operational needs.

a. Employees are responsible for coordinating with their department to schedule furlough hours in a manner that meets operational needs and is mutually acceptable.

b. In the event of a dispute regarding the scheduling of mandatory furlough hours, the Human Resources Director will have the authority to review the issue and determine its resolution consistent with the intent of this provision.

c. The scheduling of mandatory furlough hours, including the approval or denial of requested dates, is not subject to the grievance procedure.

4. <u>Exceptions:</u>

a. Employees in No Standard Hours positions (i.e., hourly employees) are not eligible to take furlough.

b. Classifications that are excluded from the mandatory furlough requirement are listed below. Employees who underfill a career advancement position in these classifications are also excluded. In FY 2027 and FY 2028, Employees in these classifications will receive the general salary increases identified in sections A(1) and A(2); however, these classifications will not be eligible to receive the 24 hours of Discretionary Leave as identified in Article 85 of this MOU. If any of the classifications listed below are retitled during the term of this MOU as part of the Civil Service Commission's Salary Review Process, the exclusion will continue to apply to the retitled classification.

1) Dispatcher I
2) Dispatcher II
3) Fire Dispatch Administrator
4) Fire Dispatch Supervisor
5) Fire Dispatcher
6) Fire Lead Dispatcher
7) Police 911 Dispatcher
8) Police Dispatch Administrator
9) Police Dispatch Supervisor
10) Police Dispatcher

11) Police Lead Dispatcher
12) Public Works Dispatch Supervisor
13) Public Works Dispatcher

c. Employees in the classifications listed below may elect to participate in the mandatory furlough program, i.e. they may elect to opt-in. The election (to opt-in or otherwise remain excluded) will be provided in each fiscal year, 2027 and 2028. The election must be completed by June 15 of the preceding fiscal year and is irrevocable once made. Employees who do not make an election to opt-in by June 15, as well as Employees hired after that date, will default to exclusion from the mandatory furlough program for that fiscal year and be subject to the terms set forth in section K(4)(b).

Employees in the classifications listed below, who elect to participate in the mandatory furlough program (i.e., they affirmatively opt-in), will be subject to sections K(1) through K(3) above.

Employees in the classifications listed below, who do not affirmatively opt-in to participate in the mandatory furlough program, whether by choice or by default, will not receive the 24 hours of Discretionary Leave provided under Article 85 of this MOU, in accordance with section K(4)(b) above.

1) Assistant Laboratory Technician (Police Crime Lab only)
2) Crime Scene Specialist I
3) Crime Scene Specialist II
4) Crime Scene Specialist III
5) Criminalist I
6) Criminalist I (DNA)
7) Criminalist II
8) Criminalist II (DNA)
9) Criminalist III
10) DNA Technical Manager
11) Laboratory Assistant (Police Crime Lab only)
12) Laboratory Technician (Police Crime Lab only)
13) Latent Print Examiner Aide
14) Latent Print Examiner I
15) Latent Print Examiner II
16) Latent Print Examiner III
17) Parking Enforcement Officer I
18) Parking Enforcement Officer II
19) Parking Enforcement Officer Trainee
20) Parking Enforcement Supervisor
21) Police Investigative Service Officer I
22) Police Investigative Service Officer II
23) Police Property and Evidence Lead Specialist
24) Police Property and Evidence Specialist
25) Police Property and Evidence Supervisor
26) Police Records Clerk
27) Police Records Data Specialist
28) Police Records Data Specialist Supervisor
29) Police Service Officer I
30) Police Service Officer II
31) Polygrapher I
32) Polygrapher II

33) **Polygrapher III**
34) **Principal Police Records Clerk**
35) **Senior Parking Enforcement Supervisor**
36) **Senior Police Property and Evidence Supervisor**
37) **Senior Police Records Clerk**
38) **Senior Police Records Data Specialist**
39) **Special Event Traffic Control Supervisor**
40) **Special Event Traffic Controller I**
41) **Special Event Traffic Controller II**
42) **Supervising Crime Scene Specialist**
43) **Supervising Criminalist**
44) **Supervising Criminalist (DNA)**
45) **Supervising Latent Print Examiner**
46) **Supervising Polygrapher**

ARTICLE 22: Retirement

A. Retirement Contribution Offsets

Effective July 1, 2013, the City will not pay any retirement contribution offsets on behalf of any Employee.

B. New Pension Plan for Employees Hired on or after July 1, 2009.

1. In accordance with the July 24, 2008, Memorandum of Agreement between the City and MEA, a new pension plan for MEA-represented non-safety Employees hired on or after July 1, 2009, is established. This plan will apply to all non-safety Employees hired on or after July 1, 2009, whether unclassified, represented by MEA, unrepresented, or represented by another union.

2. The new pension plan terms for non-safety Employees hired on or after July 1, 2009, are as follows:

a. Defined Benefit Plan

i. Retirement Factors

Age 55: 1.00%	Age 61: 2.12%
Age 56: 1.25%	Age 62: 2.25%
Age 57: 1.65%	Age 63: 2.36%
Age 58: 1.758%	Age 64: 2.46%
Age 59: 1.874%	Age 65: 2.6%
Age 60: 2.00%	

ii. Final Average Compensation.

The age-appropriate retirement factor will be applied to the average of the three highest years of compensation earned at any time during the Employee's employment with the City. A "year" will be defined as it is presently in the Municipal Code. The right to retire at age 55 with 20

years of service or at age 62 with ten years of service remains unchanged.

iii. Cap.

The defined benefit that results from this formula is capped at 80% of the Employee's final average compensation.

iv. City and Employee Contribution Rates.

Contribution rates to be paid by the City and participating Employees will be set by the San Diego City Employees Retirement System (SDCERS or Retirement System).

b. Defined Contribution Plan

A mandatory contribution of 1% will be paid into the defined contribution plan by both the City and the participating Employee. Additional voluntary Employee contributions, with no City match, will be permitted to the extent otherwise allowed by law.

c. Retiree Medical Trust.

i. Effective July 1, 2026, the 0.25% mandatory City contribution and a matching 0.25% Employee contribution will be eliminated from the Retiree Medical Trust, and the Trust will be closed to all new employees hired on or after July 1,2026.

d. No Participation In The City's Supplemental Pension Savings Plan.

Employees hired on or after July 1, 2009 will not participate in the City's SPSP. However, the City's current 401(k) and 457 Plans will remain available to Employees hired on or after July 1, 2009 on the same terms as are available to Employees hired before July 1, 2009.

C. 2005 Retirement Benefit Plan Changes.

1. Purchase of Service Credit.

Employees hired on or after July 1, 2005, are not eligible for the purchase of service credit ("airtime") in the San Diego City Employees' Retirement System (SDCERS or Retirement System), except for credit for up to five years of military service. Article 4, Division 13 of the Municipal Code has been revised to reflect this change.

2. "13th Check" Supplemental Benefit.

Employees hired on or after July 1, 2005, are not eligible to receive the "13th Check" supplemental benefit set forth in Municipal Code Sections 24.1502(c) and 24.1503.

3. DROP.

Employees hired on or after July 1, 2005, are not eligible for the DROP.

4. Calculation of Service Retirement Allowance.

The only service retirement allowance calculation formula for Employees hired on or after July 1, 2005 and, before July 1, 2009, will be 2.5% at age 55 for General Members and 3.0% at age 50 for Safety Members. Article 4, Division 4 of the Municipal Code has been revised to reflect this change. For Employees hired before July 1, 2005, the retirement allowance calculation formula will remain as currently provided under Article 4, Division 4 of the Municipal Code.

D. Retiree Health Benefits.

1. **For Employees Hired *Before* July 1, 2005**
The retiree health benefits for Employees who retire on or after April 1, 2012 are determined by the City's MOU (including amendment with MEA), which the City Council adopted by San Diego Ordinance O-20134 (February 17, 2012) and amended by San Diego Ordinance O-20169 (June 26, 2012), and by Chapter 2, Article 9 of the San Diego Municipal Code.

2. **For Employees Hired *On or After* July 1, 2025 Who Are Employed On July 1, 2026**

Effective July 1, 2028, the City will establish a new retiree health reimbursement plan for Employees hired on or after July 1, 2005, who are on active City payroll as of July 1, 2026, or who are hired thereafter. This plan will be structured in a manner similar to the Option C plan currently applicable to Employees hired before July 1, 2005 per E(1) above, with details to be finalized in the implementing documents. However, the benefit level for Option C under this new plan will equal 75% of the benefits available under the existing plan, with funding to begin on July 1, 2028. The new plan will be added by amendment to the Parties' Memorandum of Understanding re Post-Employment Health Benefits and thereafter added to the San Diego Municipal Code, Chapter 2, Article 9, by Ordinance.

E. Disability Income Offsets.

The Disability Income Offset provision is eliminated. There will be no reduction of retirement benefits if the retiree has other income.

F. Purchase of Service Credit.

A five-year purchase of service credit provision is established effective January 1, 1997. Under this provision, a Member hired before July 1, 2005, may purchase up to five years of service credit by paying both Employee and employer contributions in an amount and manner determined by the SDCERS Board to make the Retirement System whole for such time. In addition, Members retiring on or after January 1, 1997, may purchase probationary periods, Military and Veterans Code leaves, waiting periods for the 1981 Pension Plan, actual time worked hourly or part time, special leaves without pay occurring prior to January 1, 1997, the difference in time between part time and full time prior to January 1, 1997, Long

Term Disability (LTD), Vocational Rehabilitation Maintenance and Temporary Total Disability, Family Medical Leave Act periods, special leaves of absence with job to be saved periods and any period preceding reinstatement by the Civil Service Commission following a termination appeal.

G. DROP.

1. The Deferred Retirement Option Plan (DROP) is established effective April 1, 1997 for all Employees hired before July 1, 2005. Employees hired on or after that date are ineligible for the DROP as set forth in San Diego Municipal Code section 24.1402.1.

2. DROP provides an alternative form of benefit accrual while allowing a Member to continue working for the City. During the DROP period, a DROP participant retains all rights, privileges and benefits of being an active City Employee, except as specifically modified in Chapter 2, Article 4, Division 14 of the Municipal Code, and is subject to the same terms and conditions of employment including disciplinary actions up to and including termination. The Member continues to be eligible for the active Employee Flexible Benefits Plan for the classification, and is not eligible for Retiree Health Benefits until the Member terminates City employment. Under DROP, a monthly service retirement allowance along with any Cost of Living Adjustment increases, Supplemental Benefit checks and any adjustments to such payments applicable to retirements effective on the date the Member entered DROP are credited to the Member's DROP Account in the SDCERS Trust Fund. These SDCERS benefits are calculated as if the Member were retiring on the date the Member enters the DROP. The Member's contributions to the Retirement System cease. The Member and the City each contribute 3.05% of the Member's salary each pay period that the Member participates in DROP. The Member's contribution is made on a pre-tax basis pursuant to Internal Revenue Code Section 414(h)(2). These employer and Employee contributions are credited to the Member's DROP Account in the SDCERS Trust Fund, and are distributed to the DROP participant upon termination of employment. No withdrawals may be made from DROP Account until the Member completes or terminates their DROP period and terminates City employment. Interest will be credited to the Member's DROP account at a rate determined by the SDCERS Board. The Member is 100% vested in their DROP Account at all times. A DROP participant who becomes disabled may apply for conversion of their deferred retirement allowance to a disability retirement allowance calculated at the date of entry into DROP. A Member who participates in DROP irrevocably designates a specific consecutive period of months for participation, not to exceed 60 months. The Member must terminate City service at the end of the designated period.

H. Benefit Plan Changes Before July 1, 2005.

1. For retirements effective on or after January 1, 1997, the 50% continuance is available to the spouse to whom the Member was married on the date of retirement. The requirement that the Member be married to their spouse at least one year prior to retirement for the spouse to receive the 50% continuance is eliminated.

2. The surviving spouse of a Member who is killed while in the performance of duty is entitled to continued health coverage as provided in California Labor Code section 4856.

3. The Industrial Disability Benefit for General Members is increased from 33-1/3 percent to 50 percent of final compensation for retirements effective on or after January 1, 1997.

4. The modified special death benefit provided to the surviving spouse of a Member killed in the line of duty is amended to eliminate the requirement that the benefit be discontinued if the spouse remarries. Any benefit terminated to such spouse as a result of remarriage shall be reinstated effective January 1, 1997.

5. MEA General Members.

a. Change of Retirement Calculation Factors for City General Members

The Retirement Calculation Factors used to calculate a General Member's allowance will increase to the levels shown below (the "New Factors") for all retirements effective on or after July 1, 2002, unless the General Member elects, before retirement, to have their allowance calculated using the Old Factors (2% at age 55, etc., with 10% added to the Member's Final Compensation) or the Corbett Factors (2.25% at age 55, etc). The New Factors will apply to all City Employees who join the Retirement System after June 30, 2002, and their allowances will be capped at 90%. The 90% cap will also apply to: (1) General Members who joined the Retirement System on or before June 30, 2002, except as provided below; and (2) General Members who participated in the Retirement System on or before June 30, 2002, who left City employment but are rehired by the City on or after July 1, 2002.

Retirement Age	Benefit
55-59	2.50%
60	2.55%
61	2.60%
62	2.65%
63	2.70%
64	2.75%
65 and older	2.80%

Any General Member whose allowance as of July 1, 2002 is 90% or more using the New Factors may continue to accrue benefits above the 90% cap until December 31, 2002. The General Member's allowance will be capped at that time.

i. Any General Member who joined the Retirement System before July 1, 2002 may continue to accrue benefits above the 90% cap using either the Old Factors or the Corbett Factors. If the Member selects one of these options, the Member's allowance will not be capped, and the Retirement System will refund to the Member, at retirement, any excess contributions the Member made to fund the New Factors.

ii. Any General Member who joined the Retirement System before July 1, 2002, and reaches the 90% cap by choosing the New Factors, may

continue to accrue benefits above the 90% cap until December 31, 2002, at which time the Member's Retirement Calculation Factor and creditable service are capped; the Member's final compensation is not capped. On January 1, 2003, the Member must choose one of the following options:

1. If the Member is eligible for a service retirement on January 1, 2003, they may:

    a. Continue working and contributing to the Retirement System,

    b. Enter DROP, or

    c. Retire.

2. If the Member is not eligible for a service retirement on January 1, 2003, they may:

    a. Continue working and contributing to the Retirement System, or

    b. Enter the Cap Program. If the Member enters Cap Program, the Member will stop contributing to the Retirement System, and will instead contribute 3.05 percent of their base compensation, biweekly at the end of each pay period, to a Cap account established for the Member. The City will match these contributions. The Member may continue participating in the Cap Program until they first becomes eligible to retire, at which time the Member must either enter DROP or retire.

    c. A Cap Program participant who becomes disabled while participating in the Cap Program is eligible to apply for disability retirement benefits. If the Cap participant's application for disability retirement is ultimately approved by the Retirement Board, their disability retirement benefit will be calculated using the participant's age, creditable service and final compensation as of the day they began participating in the Cap Program.

iii. A General Member may exceed the 90% cap if the Member:

1. Applied to purchase creditable service on or before June 5, 2002, and thereafter signed the contract to purchase that time;

2. Was hired at age 24 or younger; and

3. Will exceed the 90% cap because of the creditable service they applied to purchase on or before June 5, 2002. The Member may

not exceed the cap by creditable service that they applied to purchase after June 5, 2002.

4. When a Member who meets the conditions of Section 2, k, iii, 3 first becomes eligible for a service retirement, their Retirement Calculation Factor and years of creditable service will be capped at that time, even if the Member continues to work and contribute to the Retirement System. The Member's final compensation will not be capped. When eligible to retire, the Member may:

   a. Continue working and contributing to the Retirement System;

   b. Enter DROP; or

   c. Retire.

b. General Member's SDCERS Contribution Rate Change.

On December 20, 2003, General Members' contribution rates to SDCERS will be increased by an approximate additional 0.53%.

c. Eligibility for Industrial Disability Retirement Change.

A General Member may be eligible for an industrial disability retirement if it has been medically determined that the General Member has become psychologically or mentally incapable of performing their normal and customary duties as a result of a violent attack on the Member with deadly force, such as a shooting or stabbing that causes great bodily injury, and that resulted in a nervous or mental disorder. The violent attack must occur on or after July 1, 2000, and such application for industrial disability retirement must be submitted before July 1, 2005. This provision shall sunset on June 30, 2005, and no such applications may be made after that date.

ARTICLE 23:
Volunteers

A. The City's Volunteer Program is governed by City Council Policy 300-01.

B. City Council Policy 300-01 defines authorized volunteers as individuals who perform services without pay and have completed and signed a volunteer participation agreement which has been accepted by a City department.

C. Volunteers are to be utilized only to supplement or augment the work performed by MEA-represented Employees without decreasing bargaining unit work or displacing existing MEA-represented Employees.

D. Departments participating in the City's Volunteer Program shall utilize volunteers to perform tasks related and limited solely to the volunteer programs.

ARTICLE 24:
Limited Appointments

Management agrees not to fill permanent, full-time, one-half time or three-quarter time budgeted positions with Employees serving on limited appointments except in extraordinary circumstances. Management intends to use limited appointments to fill hourly positions, positions funded by the State and federal government, and full-time budgeted positions in which the incumbent Employee is on a leave of absence.

ARTICLE 25:
Performance Incentives

A. Performance Pay.

1. The City may grant an Exceptional Merit Cash Payment to any Employee at "E" Step who receives a "meets standards" on their most recent Performance Evaluation within the units represented by MEA. It is understood and expressly agreed to by the Parties to this MOU that any Employee receiving a payment under this provision shall not acquire any future rights to receive any future payment of salary beyond the Employee's base salary.

   MEA may discuss problems in the Exceptional Merit Cash Payment Program with the Human Resources Department. Management shall provide MEA an opportunity to review awards quarterly.

2. The Appointing Authority may grant an Employee who meets standards on their most recent Performance Evaluation up to three days special leave with pay in recognition of a specific instance of exceptional performance.

B. Exceptional Merit Increases.

   Employees with a meets standards Performance Evaluation may be granted an Exceptional Merit Increase **to any step within the** salary range

ARTICLE 26:
Copies of the Agreement

The City agrees to provide MEA with 1,000 free copies of this MOU without charge. This MOU will be posted, electronically on the City's website in a location easily accessible to all MEA-represented Employees.

ARTICLE 27:
Rehabilitation and Employee Assistance Programs

A. MEA agrees to cooperate with efforts by Management to conduct voluntary rehabilitation programs for Employees having physical or mental disabilities; however, such agreement

does not preclude MEA from representing MEA-represented Employees.

B. MEA and Management support the Employee Assistance Program (EAP) and both Parties agree to encourage, if appropriate, Employees with personal problems to participate in EAP.

C. The purpose of EAP is to help Employees who have personal problems to obtain professional assistance and treatment when necessary. Participation in EAP will be entirely voluntary. City will not take disciplinary action against an Employee for refusing to participate in EAP. Management and MEA agree that actual discussions between the Employee and the EAP staff, and treatment provided to the Employee through EAP, will be kept confidential unless the Employee consents to disclosure.

D. In accordance with Article 20, Workplace Safety, the City will make its best efforts to protect, support, and counsel Employees who have been threatened during the course of employment.

ARTICLE 28:
Flexible Benefits Plan

A. General Nature of Plan and Eligibility.

1. The City offers an IRS-qualified cafeteria-style benefits program called the Flexible Benefits Plan (FBP) to all eligible Employees. Under the FBP, an annual dollar value is set for each eligible Employee who may use these "FBP credits" for a variety of tax-free benefit or cash-in-lieu options, or take these FBP Credits as taxable cash under certain circumstances. **FBP options include medical, dental, vision, and flexible spending accounts (FSA).**

2. An "eligible Employee" means any Employee in one-half, three-quarter, or full-time status. Employees in non-standard hour positions are not eligible to participate in the FBP.

3. During the annual open enrollment process for the FBP, eligible Employees are required to acknowledge that no amount of FBP Credits is included in "Base Compensation" under the SDCERS defined benefit pension plan. Employees are also required to acknowledge that the FBP credits allocated to them for the fiscal year will be paid out over 24 of 26 pay periods, as a lump sum benefit for all hours worked during each month within the fiscal year. For months that have three pay cycles, the middle paycheck will not include any FBP transactions. If an Employee separates from City employment, the FBP credits payable through their last day on the City payroll will be added to their final paycheck.

4. "Hired" for purposes of determining FBP credits is based on the Employee's most recent hire date with the City. If an Employee experiences a break in service and is then rehired, the rehire date is considered the most recent hire date.

B. FBP Options for Eligible Employees Hired Before July 1, 2020.

1. For eligible Employees hired before July 1, 2020, total Flex Credits of $11,705 are available with the customary cash-back option. This option allows the maximum cash-back opportunity for Employees who waive medical insurance or cover only themselves. However, beginning July 1, 2020, there is also an option for Employees

who wish to cover a Spouse or Domestic Partner, Children or Family, where more Flex Credits will be available to them for these tiers of coverage but they will have no cash-back option and no amounts can be deposited into their 401(k) account. Eligible Employees hired before July 1, 2020, may change the option they select (Option No. 1 – Cash-Back; Option No. 2 – No Cash-Back) from one fiscal year to the next at the time of open enrollment.

2. Option No. 1 to Choose $11,705 in FBP Credits and Take Cash-Back.

During open enrollment, Employees hired before July 1, 2020 who wish to maximize the cash available to them from their total $11,705 in FBP Credits, must select a Life Insurance option and either the Waiver *or* an Employee-Only Medical Coverage Option from the FBP component plan offerings.

An Employee may select the "Waiver" option to opt out of any medical insurance offering under the FBP without providing the City with proof of other medical insurance coverage. After selecting Life Insurance and the Health Waiver or Employee Only Health Coverage, the Employee may allocate their remaining Flex Credits: to pay for other FBP insurance offerings; to be deposited to their 401(k) account; to fund an FSA account for dental/medical/vision reimbursements or child/dependent care; or to be returned to them over 24 pay periods as taxable cash.

3. Option No. 2 to Choose Increased Medical Insurance for Employee-Plus Tiers and Not Take Any Cash-Back From FBP Credits.

During open enrollment, Employees hired before July 1, 2020, who choose a medical insurance option and cover one or more dependents, will have the option to get more Flex Credits to cover themselves plus a spouse, domestic partner, children or family as follows:

Flexible Benefits Tier	Effective Dates		
	12/1/2026	12/1/2027	12/1/2028
Employee and Children	**$17,053**	**$17,965**	**$18,707**
Employee and Spouse/Domestic Partner	**$19,197**	**$20,203**	**$21,007**
Employee and Spouse/Domestic Partner and Children	**$25,694**	**$26,993**	**$28,005**

Once an Employee has selected one mandatory Life Insurance option and one of the above-described tiers for medical coverage, any remaining FBP credits may be used to pay for other FBP insurance offerings or to fund an FSA account for dental/medical/ vision reimbursements or child/dependent care. However, no FBP Credits remaining after selecting required or optional coverages or funding FSA accounts may be deposited to their 401(k) account or be taken as cash-back.

C. FBP Options for Eligible Employees Hired On or After July 1, 2020.

1. For eligible Employees hired on or after July 1, 2020, there will be two options available under City's FBP: (1) a $1,000 cash-back option for an Employee who provides proof of qualifying medical coverage outside the FBP and selects the waiver; or, (2) a no-cash-back option which provides FBP Credits in varying amounts for

Employee Only and for Employee-Plus tiers.

2. Option No. 1 to Choose $1,000 in Cash In Exchange for Waiver of Medical Insurance With Proof of Alternative Qualifying Medical Coverage.

This option is an eligible opt-out arrangement under City's FBP. It is the *only* means for an eligible Employee to have $1,000 in taxable cash paid out to them in increments over 24 pay periods of the fiscal year so long as they remain employed and eligible. However, an Employee who chooses this option is also forfeiting the opportunity to have thousands of additional Flex Credits available for other qualifying benefit opportunities under the FBP.

During open enrollment, this eligible opt-out arrangement allows an eligible Employee to decline medical benefits coverage under the FBP for the upcoming Plan Year and instead receive a $1,000 cash payment. An eligible Employee can waive coverage without restriction, but to receive the $1,000 cash payment, the eligible Employee must **certify** during open enrollment **that they are enrolled in the** "minimum essential coverage" under another employer-sponsored group medical plan (a spouse's plan, for example), or under a qualifying government program, which covers the Employee and their tax dependents for the upcoming Plan Year.

Individual coverage, including insurance purchased through the Affordable Care Act (ACA) Exchange, will not qualify as minimum essential coverage under the eligible opt-out arrangement. If an eligible Employee selects the Waiver and certifies that they have and will maintain qualifying coverage for themselves and their tax dependents during the Plan Year, the City will pay the $1,000 "waiver" cash over 24 pay periods so long as the Employee remains employed and eligible. However, the Employee's failure to have or maintain this minimum essential coverage outside the FBP will disqualify the Employee from eligibility in City's opt-out arrangement and no cash payments will be made or continue to be made.

To elect and enroll in this opt-out arrangement, an eligible Employee must complete and execute an online Election Form and file the completed form -- together with the Employee's certification that they and their tax dependents have (or will have) other minimum essential coverage (other than individual coverage) during the Plan Year -- with the City's Risk Management Department during open enrollment before the Plan Year begins for which the opt-out election is to be effective. Once made, an Employee's election to participate in this opt-out arrangement is irrevocable until the end of the Plan Year unless the Employee is entitled to change their election under the FBP due to a mid-year election change event as described under section 3.07 of the City's FBP.

An eligible Employee must provide the certification of other minimum essential coverage (other than individual coverage) annually during each open enrollment period. An Employee who elected to participate in this $1,000 cash-back opt-out arrangement will no longer be eligible to receive cash payments: (1) after the last day of employment if the Employee terminates employment with the City; (2) if the Employee is no longer eligible to participate in the FBP; (3) if the Employee enrolls in a medical plan offered under City's FBP; or (4) if the Employee ceases to maintain minimum essential coverage for them and their tax dependents under another employer-sponsored group medical plan or qualifying governmental program.

An eligible Employee who elects the $1,000 cash-back waiver under this opt-out

arrangement will have no remaining FBP Credits to "spend" on other FBP component plan offerings. However, the Employee may elect benefits offered through these other component plans by paying for the cost of those benefits with pre-tax salary reduction contributions.

3. Option No. 2 to Choose A Medical Insurance Option and Use Remaining FBP Credits For Other Benefits But Take *No Cash-Back.*

All eligible Employees hired on or after July 1, 2020, who choose a medical insurance option, will have the following Flex Credits available. Once the Employee selects a medical plan offered under the FBP for Employee Only or for one of the Employee-Plus tiers below, the Employee may use the remaining Flex Credits for other insurance plans offered under the FBP (life, dental, vision), or to fund a**n** FSA for dental/medical/vision reimbursements or child/dependent care. However, no FBP credits remaining may be deposited to their 401(k) account or be taken as cash-back.

Flexible Benefits Tier	Effective Dates		
	12/1/2026	12/1/2027	12/1/2028
Employee Only	**$9,394**	**$9,916**	**$10,353**
Employee and Children	**$17,053**	**$17,965**	**$18,707**
Employee and Spouse/Domestic Partner	**$19,197**	**$20,203**	**$21,007**
Employee and Spouse/Domestic Partner and Children	**$25,694**	**$26,993**	**$28,005**

For Employees hired on or after July 1, 2020, only Eligible Employees who elected the "Waiver" under the Option No. 1 "opt-out arrangement" can receive FBP credits in cash-back payments.

Any unused Flex Credits will be forfeited at year-end and cannot be carried over from year-to-year.

D. Notice to Prevent Inadvertent Forfeitures

1. During the on-line open enrollment process, the City will expressly alert Employees who choose Option No. 2 under Section B-3 or C-3 above, that the failure to fund a flexible spending account (FSA) for dental/medical/vision reimbursements and/or child/dependent care (if eligible) by entering the full dollar amount of Flex Credits remaining (up to the IRS limit) after selection of a medical, life, dental, or vision insurance option, will result in the forfeiture of those remaining Flex Credit dollars back to the City. This written cautionary instruction **is currently included in the City's existing** open enrollment portal and **is** placed in such a manner as to warn the Employee that failure to enter the full and correct remaining Flex Credit amount as an FSA election will result in this forfeiture. **In the event that the City intends to implement a new benefits administration system during the term of this MOU, the City will make good faith and reasonable efforts during system configuration and implementation to incorporate substantially similar cautionary language within the new system. The City will notify MEA regarding this effort.**

2. The City will provide each Employee who has Flex Credits allocated to an FSA with at least 3 periodic written e-mail notices sent at intervals designed to remind the Employee of timely action needed to use the Flex Credits allocated to their FSA in order to avoid a forfeiture of these funds back to the City.

E. **During the term of this MOU, the Parties will exchange premium rates for their respective plan offerings in August of each year, or later if mutually agreed.**

F. The benefits available through the FBP and the respective **semi-monthly** costs of the benefits are reflected in the Flexible Benefits booklet provided to each Employee each year.

G. Notes.

1. It is the intent of the Parties that all component plans offered under the FBP comply with all applicable state and federal laws, including IRS regulations as interpreted by the City Attorney. All disputes over interpretation of this Article shall be submitted to the appropriate agencies for interpretation.

2. Eligible Employees who do not have sufficient Flex Credits to enroll in insurance plans offered under the City's FBP, will have appropriate amounts withheld from their paychecks to pay for the cost of coverage they select.

3. **FSA elections** must be **made** during the open enrollment period, are irrevocable, and are subject to IRS regulations. **Unused FSA balances** are forfeited if not used within the fiscal year or during the grace period described in the Flexible Benefits Plan document.

4. Eligible Employees are required to enroll for their benefits each year during the designated open enrollment period. If an Employee fails to complete enrollment within the open enrollment period, the Employee's current options for medical, dental, and vision coverage (or a comparable plan if that option is unavailable) will be automatically continued at the same level for the next year as if the Employee had elected to keep them. **Prior FSA elections, however, will not be carried over to the new plan year, in accordance with IRS regulations.** Employees agree that City may make a payroll deduction for medical, dental, **and** vision, and life insurance coverage if the FBP Credits are insufficient to pay for the benefit options selected by the Employee. Any FBP Credits remaining from the FBP allotment will be paid out as a taxable cash payment if a cash-back option is otherwise available to the Employee. All payroll deductions, will continue and may not be stopped until the following open enrollment period, except when a qualifying event occurs as defined in the FBP document.

5. The City agrees that it will not arbitrarily or unreasonably deny MEA the opportunity to offer a medical insurance plan to active or retired Employees. Such coverage must include mental health coverage at an equal or better level of coverage than that offered through the City's medical plans. MEA agrees to inform EAP of any changes to the mental health coverage or provider in order for EAP to give input on the proposed changes to ensure that City Employees are receiving adequate mental health coverage through their selected medical plan.

6. MEA agrees to indemnify the City against any and all claims arising out of the administration of MEA's benefits plans.

7. Audit and Inspection of Records.

   The City Auditor is authorized to audit all necessary documents pertaining to the health insurance plans offered by MEA, and MEA is authorized to audit the City's health plans to the extent that documents are requested and provided pursuant to

state and federal public information laws.

8. MEA will be given the opportunity to answer questions about the FBP and its plan offerings during open enrollment and in New Employee Orientation sessions.

H. The City has discretion to conduct an audit of Employees' dependents at any time of its choosing to ensure that it is providing coverage to Employees' dependents on a tax-free basis as required by the Internal Revenue Code.

ARTICLE 29:
Time Off for Meetings

A. When formal meetings are scheduled for the purpose of meeting and conferring on subjects within the scope of representation, MEA may be represented by a reasonable number of Employee members of the unit or units involved, and the President or designee, as agreed to with Management prior to the meetings. These Employees may attend these meetings during regular work hours without loss of compensation or other benefits. Employees working shift hours other than regular day work hours may attend meetings and will have their schedules adjusted to the day shift for each meeting. For purposes of meeting and conferring on a successor MOU, three representatives of each unit plus the President and Vice President are considered a reasonable number of representatives. However, additional representatives may attend upon mutual agreement of the Parties. MEA may select a representative to attend City Council, Council Committee, Civil Service Commission meetings, Retirement Board and Special Employee-Employer Committee meetings, and meetings of other special commissions or boards established by the City Council, during regular work hours, without loss of compensation, when subjects within the scope of representation are being discussed. MEA shall, whenever practicable, submit the names of all designated representatives to the Management Team at least two working days in advance of the meetings provided further:

1. That no representative shall leave their duty or work station or assignment without specific approval of Management.

2. That any such meeting is subject to scheduling by Management in a manner consistent with the operating needs and work schedules.

B. Nothing provided in this Article shall limit or restrict Management from scheduling meetings before or after regular duty or work hours under appropriate circumstances.

C. MEA Board Members and stewards shall be granted the opportunity to attend the meetings during regular work hours without loss of compensation or other benefits provided that MEA provides Management and the Employee's Appointing Authority with notice of the meetings at least five working days in advance of the meetings and pursuant to the provisions of Section A.1. In the event MEA must convene an emergency board or steward meeting, MEA shall give Management as much notice of this meeting as circumstances permit. For the purposes of the notice and approval provisions of this paragraph, "Management" shall mean the Human Resources Director or designee.

D. MEA's President shall remain a full-time Employee in the position they occupy at the time of taking office. The President will continue to receive the salary and benefits for their City position and will maintain all rights and privileges of City employment. The President will be

provided paid release during regular work hours in accordance with any applicable provision of this MOU and to provide Employee and Bargaining Unit representation in accordance with the MMBA. The Human Resources Director will take all appropriate steps to assure that the rights of MEA's President as described in this Article are respected and enforced.

E. Effective July 1, 2012, four hours of release time, per quarter, is authorized for the MEA trustee representative for the purpose of attending San Diego Employees Retiree Medical Trust board meetings. No overtime is authorized. Additional release time may be granted subject to the approval of the Human Resources Director.

ARTICLE 30:
Employee Rights

A. The Parties mutually recognize and agree fully to protect the rights of all Employees covered by this MOU to join and participate in the activities of MEA and all other rights guaranteed by law.

B. No Employees shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of these rights.

C. The Parties, in the conduct of their affairs, shall apply the provisions of this Memorandum equally to all covered Employees without favor or discrimination based on any of the protected classes or categories listed in City's Equal Employment Opportunity (EEO) Policy – Annual Statement, or because of political or religious opinions or affiliations.

ARTICLE 31:
Management Rights

A. The rights of the City include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, and boards;

2. Set standards of service;

3. Determine the procedures and standards of selection for employment and promotion;

4. Direct its Employees and take disciplinary action for just cause;

5. Relieve its Employees from duty because of lack of work or for other legitimate reasons;

6. Maintain the efficiency of governmental operations;

7. Determine the methods, means and personnel by which government operations are to be conducted;

8. Determine the content of job classifications;

9. Take all necessary actions to carry out its mission in emergencies; and

10. Exercise complete control and discretion over its organization and the technology of performing its work.

B. The exercise of these rights shall not preclude MEA from consulting with Management representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. Management decisions shall not supersede the provisions of this MOU.

ARTICLE 32:
Modification and Waiver

A. Laws, regulations or rules proposed during the life of this MOU shall be reviewed by the City and MEA to determine their effect on this MOU.

B. Reasonable written notice shall be given to MEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted or changed by the City Council, Civil Service Commission, Retirement Board, or by a department. MEA shall be given the opportunity to meet and confer or consult as required by law with such body or person prior to adoption. Reasonable notice shall normally consist of three working days.

C. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the Parties unless agreed to in writing by all Parties, and if required, approved and implemented by the appropriate body.

D. In cases of emergency pursuant to the City Charter, when the City determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with MEA, the City Council or the board or commission of the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

E. The provisions of this MOU, together with those provisions of wages, hours, and other terms and conditions of employment, and Employee and employer relations subject to meet and confer currently in existence and not changed by this MOU, shall not be revised to adversely affect the Employees in this unit during the term of this MOU; provided, however, that MEA agrees to meet and confer during the term of this MOU if City proposes to introduce ballot measures which relate to or would impact wages, hours, and other terms and conditions of employment or Employee-employer relations.

ARTICLE 33:
Obligation to Support

The Parties agree that during the period of time this MOU is pending before the Civil Service Commission or the City Council for action, neither MEA, nor Management, nor their authorized representative, nor any member of MEA's Board of Directors will appear before the Civil Service Commission or the City Council or meet with members of either body individually to advocate any amendment, addition or deletion to the terms and conditions of this MOU. It is further understood that this Article shall not preclude the Parties from either appearing before the Civil Service Commission or the City Council or meeting with individual members of either body to advocate or

urge the adoption and approval of this MOU in its entirety.

ARTICLE 34:
Provisions of Law

A. This MOU is subject to all current and future applicable federal, state and local laws, regulations and the Charter. Provided, however, no local law which is enacted in contravention of the provisions of the MMBA shall affect the provisions of this MOU.

B. If any part or provision of this MOU is in conflict or inconsistent with applicable provisions of federal, state, or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal or court of competent jurisdiction, those parts or provisions shall be suspended and superseded by applicable laws or regulations, and the remainder of the MOU shall not be affected.

C. It is the intent of Parties that this MOU be administered in its entirety in good faith during its full term.

ARTICLE 35:
Information Exchange

MEA, as bargaining agent for Employees, is entitled to timely written information from Management which would enable it to properly perform its duties. In particular, the following information shall be furnished by Management to MEA. These lists are subject to change upon mutual agreement.

A. Biweekly, an electronic file from the City shall be provided to MEA containing the information currently furnished on each MEA-represented Employee, at cost or at another price if agreed upon.

1. A "Government Code" file transmitted via secure FTP at midnight on payday Friday providing a "snapshot" of all Employees in MEA-represented bargaining units, including the following information:

   Employee Identification Number
   Last Name
   First Name
   Middle Initial
   Department
   Job Title
   Work Address
   Work Phone Number
   Home Phone Number
   Personal Cell Number
   Personal Email Address
   Home Address

2. A "Census" file as referenced in Article 14.**G** for use in Dues Deductions and

Representation, transmitted electronically at midnight the Thursday before payday Friday, and including the following information:

Employee Identification Number
Last Name
First Name
Middle Initial
Department
Job Title
Division
Work Address
Work Phone Number
Home Phone Number
Personal Cell Number
Personal Email Address
Home Address
Action Type/Reason
Salary
Salary Step
Work Load
Position Type
Standard Hours
Hire Date
Appointment Date
Term Date
Term Reason
Rehire Date

B. Semi-monthly, an electronic file from the City shall be provided to MEA containing the information on each City Employee who became MEA-represented Employees as a result of a transfer, promotion or change in status, including the following information:

Employee Identification Number
Last Name
First Name
Effective Date
Position Number
Job Title
Work Contract
Employee Group
Business Area
Personnel Area
Old Bargaining Unit
New Bargaining Unit
Manager Name
Work Email Address
Work Phone Number

C. The City will copy MEA's designees on all e-mail invites sent to any MEA-represented Employee or their supervisor being informed of an upcoming NEO. The City will then

promptly transmit to MEA via email the following information related to each invitee if available at the time of transmittal. The City will update MEA regarding any additional attendees or information known after the transmittal.

Date of Orientation Session
Employee Name
Hire Status (New Hire, Rehire, Status Change)
Personnel Area (Department)
Title (Classification)
Employee Identification Number
Hire Date/Promotion Date
30 Day Deadline (to make benefits elections)
Work Email Address
Work Phone Number
Supervisor
Supervisor Work Email Address
Personal Email Address (if on file)
Personal Phone Number (if on file)

D. Such information shall be made available during regular office hours. Materials presently supplied to MEA at no cost shall continue to be supplied at no cost.

E. Information which shall be made available includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries but shall not be made available in such form as to disclose the source.

F. Nothing in this rule shall be construed as requiring the City to do research for an inquirer or to do programming or to assemble data in a manner other than customary.

G. Information shall be made available on a biweekly basis, from Risk Management, in regard to MEA-represented Employees enrolled for MEA-sponsored Flexible Benefits. This information will consist of current listings of MEA-sponsored prepaid plans and documentation copies of the MEA-sponsored prepaid benefits. MEA shall provide Risk Management with a separate listing of premium payment accrual amounts for MEA-represented Employees being reimbursed for all or part of their plan premiums through Dental/Medical/Vision Reimbursement. Additions and deletions shall be reported to Risk Management by memorandum. Any list provided by MEA shall include Employee's name, social security number, and year-to-date cumulative totals by MEA-sponsored option.

ARTICLE 36:
New Employee Orientation

A. This article defines the structure, time, manner of MEA's mandatory access to Employees during City's New Employee Orientations (NEOs). Its terms represent the Parties' agreement in compliance with California Government Code section 3557. To the extent that either Party seeks to change any material feature of this agreement during the term of this MOU, such change will only be implemented by mutual agreement. If any public health emergency is declared during the term of this MOU, such as occurred during the COVID-19 pandemic, the Parties will meet and confer regarding how the structure, time and manner of MEA's mandatory access to Employees during NEOs will be adjusted to meet the specific emergency and for how long.

B. MEA will have access to NEOs which will be conducted in-person at least twice a month, with the goal of providing all new Employees timely information about their benefit choices before their 30-day enrollment deadline.

C. Attendance at an NEO will be mandatory within 30 calendar days from a new Employee's hire date. If an Employee fails to attend the NEO initially scheduled for them, the Employee will be directed to attend the next scheduled NEO. If a City department conducts an NEO, it will be in addition to the Employees' mandatory attendance at a Citywide NEO.

D. Employees who become MEA-represented Employees by a transfer or promotion will be required to attend the portion of NEO related to MEA-sponsored benefits available to them. Employees in MEA's bargaining units who become benefitted by a change in status will be required to attend the entire benefits portion of NEO. City will notify affected Employees that their attendance is required and will provide paid release time for this purpose.

E. The City will provide MEA with at least 10 calendar days' notice in advance of the date of an NEO, except that shorter notice may be provided in a specific instance where there is an urgent need related to the City's operations that was not reasonably foreseeable. The City will provide MEA with a list of attendees for each NEO in accordance with Article 35, Information Exchange. The City must not disclose the date, time, and place of the NEO to anyone other than the City's agents involved in the NEO, the affected Employees and their supervisors when release time will be authorized, MEA's Benefits Administrator (SDPEBA), and any vendor contracted to provide services at the specific NEO.

F. During the benefits portion of each NEO, the City will provide Employees with information about the various benefit plans available to them. MEA will provide the City with pertinent information on the MEA-sponsored plans for inclusion in the City's presentation. An MEA representative may attend the City's presentation as an observer.

1. After the City's benefits presentation, which will normally be done during the morning portion of each NEO, the City will introduce MEA as a recognized bargaining representative under the Meyers-Milias-Brown Act, the state collective bargaining law, and will provide MEA with an opportunity to make a 45-minute presentation to Employees represented by MEA in a separate room provided for this purpose. The benefits presentation schedule will be set and implemented to permit MEA to conclude its 45-minute presentation before the lunch break. If the City identifies the need to alter this morning benefits-related schedule for a particular NEO, the City will give MEA reasonable advance notice of the need for such an exception and the basis for it. However, the Parties intend that the morning schedule described in this section will be the norm.

ARTICLE 37:
Reserved

Reserved.

ARTICLE 38:
Mileage

A. "C" Mileage.

All Employees requested or required by the City to report to work outside of their normal work schedule (i.e. call-back or standby) will be entitled to mileage when traveling in their personal vehicle to and from the work assignment. "C" Mileage reimbursement will be paid in accordance with the current IRS Standard Mileage Rates for business reimbursement.

B. "D" Mileage.

The "D" mileage reimbursement plan shall be implemented as follows:

1. Eligibility.

a. All Employees assigned to one of the job classifications set forth in Appendix D are categorically eligible for "D" mileage. Otherwise, to be eligible for "D" mileage reimbursement, a City Employee driving on City business must meet ALL of the following criteria:

i. Be required, as a condition of employment, to provide a personal vehicle to conduct City business;

ii. The Employee does not have regular access to a City-provided pool vehicle;

iii. Drive a personal vehicle a minimum of 250 miles per month on City business; and

iv. Drive a personal vehicle a minimum of twelve working days per month on City business.

b. In addition to the criteria referenced in subsections (1) through (4), an Employee's unusual and extraordinary driving patterns, resulting from the required usage of a personal vehicle related to City business, may also qualify the Employee for consideration for "D" mileage exclusive of the conditions outlined above but subject to the review and recommendation of the Mayor or designee.

2. Eligibility Attaches to the Classification/Assignment not the Employee.

An Employee's continuing eligibility for reimbursement under the "D" mileage plan

depends upon satisfaction of the criteria described in section 1 and does not become a vested right of the Employee. A substantial change in the duties of an Employee assigned to a job classification listed in Appendix D may result in a change in eligibility for "D" mileage.

3. "D" Mileage Reimbursement Rates.

Mileage Increment (Monthly)		Reimbursement per Mile			Miles Reimbursed
		FY27	FY28	FY29	
D1	250	**$0.95**	**$1.00**	**$1.05**	250
D2	417	**$0.90**	**$0.95**	**$1.00**	167
D3	625	**$0.87**	**$0.92**	**$0.96**	208
D4	833	**$0.84**	**$0.88**	**$0.93**	208
D5	1042	**$0.81**	**$0.85**	**$0.89**	209
D6	1250	**$0.79**	**$0.83**	**$0.87**	All other miles that Month

4. Appeal of Eligibility.

An Employee aggrieved by the City's determination that they are ineligible for the "D" mileage reimbursement plan has the right to have the matter heard and decided under Article 5, Grievance Procedure of this MOU beginning at Step 3. However, the decision of Management pursuant to Step 5 of the grievance procedure shall be final and binding on the eligibility issue and there will be no appeal to the City Council or the Civil Service Commission.

C. City-Provided Vehicles.

The City retains the right to determine unilaterally to provide Employees with City vehicles for the performance of City business in lieu of requiring Employees to use their personal vehicles and reimbursing them at the above-stated mileage reimbursement rates. However, in making such determinations where multiple Employees within the same work group are using personal vehicles, the City will focus on the entire work group rather than on individual drivers within a work group. The City shall discuss any such intention with MEA in advance of making its determination. In the event the City makes such a determination, the City shall give Employees affected by the determination notice to permit them to make decisions regarding the purchase or lease of personal vehicles with this change in mind.

D. Payment of Mileage Reimbursement.

It is the City's intent to provide Employees monthly mileage reimbursements on the next payroll to be processed following a complete and accurate submittal to the designated supervisor for approval. Reimbursements are processed in accordance with City's policies and procedures set forth in A.R. 45.10, Employee Transportation Authorization (Mileage Reimbursement). Reimbursement requests should be submitted within 60 days after incurring reimbursable miles; however, per the IRS, any reimbursement requests submitted after 60 days will be taxable.

ARTICLE 39:
Death or Retirement Notification

MEA will be notified as soon as possible when an MEA-represented Employee dies or retires.

ARTICLE 40:
Dispatchers

A. For Holiday purposes, "working days" will be measured from midnight to midnight. Employees will be compensated for hours worked.

B. The City agrees to continue efforts to provide stress reduction techniques.

C. Dispatch unit watch assignments will be realigned to correspond with the Watch assignments throughout the remainder of the Police Department.

ARTICLE 41:
Air Quality

A. Asbestos.

1. The City **must adhere to all applicable local, state and federal regulations governing asbestos identification, handling, exposure and employee protection.**

   For purposes of this Article, "affected Employees" are those identified by the City and MEA and will be done on a case by case basis.

2. **The** City **will promptly** notify MEA and all affected Employees**, in accordance with local, state and federal regulations,** of any planned **or unplanned** removal of asbestos-containing materials**. This includes both City owned and leased buildings.**

3. In City-owned building**s, the Environmental Services Department (ESD)** will **perform all** monitor**ing of asbestos related work in accordance with** applicable local, state, and federal regulations under the **direction** of **ESD's Environmental Health Staff**.

   a. Environmental Health Staff will determine, based on local, state and federal regulations, who is considered authorized to enter established asbestos work areas.

   b. No authorized personnel will be permitted in established asbestos work areas until Environmental Health staff has certified re-occupancy testing is within regulatory permissible levels.

4. **Final air sampling results** will be made available to MEA and **also to any** affected City **Employee(s) who request them**.

B. **Outdoor &** Indoor Air Quality.

1. Whenever it is reasonable**, as determined by the City's Occupational Safety & Health Program,** to suspect that City Employees may be exposed to concentrations of

airborne contaminants in excess of levels permitted in Cal/OSHA, Title 8, section 5155(c), **or any unregulated airborne irritants,** the City **will rely on a Certified Industrial Hygienist to asses which appropriate mitigation measures can be implemented,** if **required**.

2. **The City will promptly notify MEA and all "affected employees" (as defined in section A), in accordance with local, state and federal regulations, if exposures to airborne contaminants are found or if reasonably expected to exceed allowable levels and of any planned or unplanned remediation work. This includes both City owned and leased buildings.**

3. The City will promptly make a determination as to the removal of affected City Employees **from their workspace**.

ARTICLE 42:
Court Leave/Jury Duty Scheduling

A. Where feasible and appropriate, Management agrees to make reasonable adjustments in an Employee's work schedule when the Employee is assigned to jury duty. Such adjustments will be in compliance with Personnel Manual Index Code I-9, Court Leave. In no case will Management be required to pay Employees overtime when an Employee's jury duty extends beyond the end of the Employee's normal work schedule.

B. Employees are no longer required to deposit with the Department of Finance fees paid to him or her from the court.

C. Upon request, departments shall make their best efforts to adjust the schedules of Employees who work second or third shifts, rotating twenty-four hour shifts or any schedule which is not a standard five-day "8 to 5" schedule, to "days," Monday through Friday for a portion of, or duration of, the assigned Jury Duty.

D. Pursuant to Personnel Manual Index Code I-9, II C(4), the Department Director or designee will review and resolve disputes regarding reporting to work and the application of leave or rescheduling for court duty purposes.

ARTICLE 43:
Uniform Reimbursement

A. The intent of this policy is to reimburse Employees in certain designated classes who have attained permanent status, for the cost of one initial set of regulation uniform items.

B. Reimbursement shall be limited to items of a specialized nature, including items with permanent City insignia, to be worn exclusively in the line of duty. Street clothes are excluded from this provision. Each department with Employees in these designated job classifications will maintain a current price list of items for which reimbursement will be provided. Required items for each job classification are listed in Appendix B.

C. Employees in the following job classifications will be provided with uniform reimbursement:

Area Refuse Collection Supervisor
Auto Messenger I

Auto Messenger II
Code Compliance Officer (when uniform is required)
Code Compliance Supervisor (when uniform is required)
Field Representative (Police Department)
Parking Enforcement Officer I and II
Parking Enforcement Supervisor
Park Ranger
Park Ranger Aide
Police Code Compliance Officer (when uniform is required)
Police Code Compliance Supervisor (when uniform is required)
Police Investigative Service Officer I and II
Ranger/Diver I and II
Safety Representative I and II (Environmental Services Department)
Safety Officer (Environmental Services Department)
Safety and Training Manager (Environmental Services Department)
Senior Code Compliance **Supervisor**
Senior Engineering Aide (Wastewater Collections FEWD)
Senior Park Ranger
Special Events Traffic Controller I and II (excluding hourly Employees)
Special Events Traffic Control Supervisor (excluding hourly Employees)
Supervising Park Ranger

D. All personnel receiving uniform reimbursement or issued a uniform will be required to wear the designated uniform. Failure to wear any of these items may result in discipline of the Employee.

E. The following classes will be additionally reimbursed for the purchase of boots if they are required to wear them to perform the duties of their class: Auto Messenger I and II, Mail Room, Personnel in CAB and Library, Code Compliance Officer and Supervisor.

F. Special Events Traffic Controllers and Supervisors hired on an hourly basis will be issued their required uniforms by the City upon appointment. The City will provide replacements on an as-needed basis.

G. Swimming Pool Manager, Pool Guard I and Pool Guard II will be issued their required uniforms.

H. Park Ranger and Senior Park Ranger will be issued dress uniforms.

Park Ranger and Senior Park Rangers will be provided replacements for the dress uniform on an as needed basis.

I. The following job classifications in the Public Utilities Department (PUD) Wastewater Treatment and Disposal Division and Wastewater Collection Division shall be issued two jackets per Employee: Senior Power Plant Supervisor, Senior Plant Technician Supervisor, Power Plant Supervisor, Plant Technician Supervisor, Wastewater Treatment Superintendent, Senior Wastewater Operation Supervisor, Wastewater Operations Supervisor, and Facility Maintenance Supervisor. PUD will also provide laundry service for the jackets.

J. In the Parks and Recreation Department, designated Coastline Parks Division's first level

supervisors will each be issued seven provided uniforms, including laundry service. This includes three uniforms in laundry and four uniforms for the week. At the Employee's request, a uniform jacket and/or a uniform baseball cap will be issued for the Employees to maintain at their own expense. These items will be provided in a timely manner subject to available supplies. If a baseball cap is worn, it will be either the uniform cap or the MEA cap. All division issued uniform items will be returned to the division when the Employee leaves Coastline Parks. To help vary attire and improve comfort, the division will offer to Employees for purchase, at the City's cost, Coastline Parks' logo sweatshirts and T-shirts.

K. Area and District Refuse Collection Supervisors will be provided with one jacket with City logo. The jackets will be replaced on an as needed basis.

L. **Park Ranger Aide, Park Ranger, Senior Park Ranger, and Supervising Park Ranger** will be issued by the City one Hat Trap/Carrier, one Pepper Spray Holder, one Key Holder and one Radio Holder. These items will be replaced by the department on an as needed basis.

M. Corporate Apparel Program.

1. Employees in designated classifications within the Facilities Maintenance Division of the Real Estate Assets Department and the PUD shall be provided with corporate apparel. The City agrees to meet and confer with MEA regarding the inclusion of additional classifications within the Corporate Apparel Program during the term of this MOU based upon both the high potential of public visibility such classifications may have and any resultant need to ensure proper identification by the public of Employees in these classifications. Prior to the inclusion of additional positions, the City shall meet and confer with MEA to solicit feedback from affected Employees and to discuss implementation issues. The Parties also agree to meet and confer on the selection of apparel options appropriate for those Employees and classifications, and the selection of appropriate apparel for female and male Employees.

2. Employees will be allowed to choose their apparel from the approved style and color schemes which shall be determined by the meet and confer process described in Section 1.

3. Employees have the option of purchasing additional garments of the approved style and color at their own expense from the designated vendors, at the City's cost.

4. Maintenance of corporate apparel will be the responsibility of the Employee.

5. Employees in classes not designated will have the option of purchasing approved apparel at their own expense from the designated vendor or vendors, at the City's cost.

6. Employees under the Corporate Apparel Program shall continue to wear appropriate safety clothing pursuant to current policies and practices.

7. Employees in certain positions in PUD Wastewater Treatment and Disposal Division and Wastewater Collection Division involved in wastewater treatment and conveyance are provided uniforms and laundry services based on health and safety considerations. These Employees will continue to receive uniforms and laundry

services under current policies and practices, and will not be subject to the provisions of the Corporate Apparel Program. Upon an Employee's request and Management's review and approval, Employees may be added to the Corporate Apparel Program.

8. Employees in PUD **Pure Water Operations Division,** Water System Operations Division and Water Construction and Maintenance Division will be provided laundry service in those situations where home laundry of garments would present a health risk due to the nature of chemicals and/or materials encountered on the job.

9. During the term of this MOU, the City may expand this program to other departments. Prior to any expansion the City shall meet with MEA to discuss implementation issues.

10. The following classifications shall be included in the Corporate Apparel Program:

Department	Designated Classifications
Facilities	Carpenter Supervisor Electrical Supervisor HVAC Supervisor Plumber Supervisor Painter Supervisor Roofing Supervisor
Public Utilities Department	Assistant Laboratory Technician Building Maintenance Supervisor Building Services Supervisor Building Supervisor Field Representative General Water Utility Supervisor Golf Course Manager Junior Engineering Aide Laboratory Technician Lake Aide I & II Lakes Program Manager Plant Process Control Supervisor Principal Plant Technician Supervisor Principal Water Utility Supervisor **Pure Water Treatment Superintendent** **Pure Water Plant Operations Supervisor** Safety and Training Manager Safety Officer Safety Representative I & II **Security Officer** **Security Representative I and II** Senior Backflow and Cross Connection Specialist Senior Biologist Senior Electrical Engineer/Plant Control Engineer Senior Plant Technician Supervisor Senior Power Plant Supervisor **Senior Pure Water Plant Operations Supervisor**

Senior Water Operations Supervisor
Senior Wastewater Operations Supervisor
Senior Water Utility Supervisor
Supervising Meter Reader
Training Supervisor
Utility Supervisor
Wastewater Treatment Superintendent
Water Distribution Operations Supervisor
Water Operations Supervisor
Water Systems District Manager
Water Systems Technician IV
Water Systems Technician Supervisor
Water Utility Supervisor

11. Employees in the designated classifications in the Facilities Maintenance Division shall receive ten shirts. The color options are hunter green and beige.

12. Employees in the designated classifications in the Wastewater Treatment and Disposal Division and Wastewater Collection Division shall receive ten shirts. The color options are natural and dark blue. Oxford shirts will be made available as a shirt selection to all designated classes.

13. Employees in the designated classifications in the **Pure Water Operations Division,** Water System Operations Division and Water Construction and Maintenance Division shall receive ten shirts and ten pairs of pants. Color options for shirts shall be light blue, navy blue, white, and khaki. Additional colors may be provided as an option at Management's discretion. Color options for pants shall be khaki, navy blue and denim.

14. **Security Officer, Security Representative I, and Security Representative II in PUD shall receive ten pairs of pants, ten shirts (polo, tee, or button-up oxford) short or long sleeve, and one jacket (Chill Chaser). Color options for pants shall be tan, black or navy blue for dress slacks and black and blue for denim. Color options for shirts shall be tan, black, navy blue, or white.**

15. On an annual basis, the departments shall provide any four corporate apparel items per the request of the Employee. Additional replacements shall be provided as-needed on a case-by-case basis due to unusual damage or wear and tear, not resulting from Employee negligence.

16. Corporate apparel clothing options shall include 100 percent cotton. All sizing needs will be provided including, but not limited to, women's sizes and cuts.

17. Female Employees will be exempt from the program during pregnancy when at the Employee's discretion it is no longer practical to participate.

18. Long sleeve polo shirts will be made available as part of the shirt selection.

19. Employees currently receiving uniforms and laundry services under the Safety Program shall continue to receive uniforms and laundry services as currently

provided.

20. Employees in the program may wear department recognition shirts, MEA shirts and MEA caps at their discretion.

21. For attendance at special recognition ceremonies or special meetings, Employees may choose alternate attire, appropriate to the occasion in keeping with the City's appearance guidelines.

22. All personnel receiving uniform reimbursement or issued corporate apparel will be required to wear the designated apparel. Failure to wear any of these items may result in discipline of the Employee.

N. Special Event Traffic Controller I and II's and Supervisors, shall be issued rain gear, gloves and a flashlight. These items will be replaced by the department on an as needed basis.

O. Police Investigative Service Officers I and II will be issued by the City one expandable baton and one holder. These items will be replaced by the department on an as needed basis.

P. Hourly Ranger Diver I's will be issued all uniform items listed in Appendix B for Ranger/ Diver I's and II's. These items will be replaced by the department on an as-needed basis.

ARTICLE 44: Uniform Allowance

A. The following classifications are entitled to uniform allowances for each fiscal year during the term of the MOU:

Classification	Amount
Area Refuse Collection Supervisor (including Hourly Employees)	$608
Safety Representative I, Safety Representative II, Safety Officer; and Safety and Training Manager in Environmental Svcs, and Public Utilities.	$608
Police Investigative Service Officer I, Police Investigative Service Officer II	$972
Police Investigative Service Officer I, Police Investigative Service Officer II	$972
Park Ranger Aide, Park Ranger, Senior Park Ranger, **Supervising Park Ranger**	$948
Parking Enforcement Officer I, Parking Enforcement Officer II, Parking Enforcement Supervisor, Senior Parking Enforcement Supervisor (excluding hourly Employees)	$972
Field Representative (Police Department)	$422
Special Event Traffic Controller, Special Event Traffic Control Supervisor (excluding Hourly Employees)	$545
Police Code Compliance Officer, Police Code Compliance Supervisor, Senior Code Compliance Supervisor (Police Department)	$972

Code Compliance Officer, Code Compliance Supervisor, Senior Code Compliance Supervisor (Fire-Rescue Department and PUD, Business Support Branch)	$486
Auto Messenger I, Auto Messenger II (including Hourly)	$304
Ranger Diver I (including Hourly), Ranger Diver II, Ranger Diver Supervisor	$1,463
Parking Meter Supervisor	$972

All Employees in these classes are required to have all uniforms described in Appendix B. Failure to have these items may result in discipline of the Employee.

C. The City will provide Police Investigative Service Officers with rain gear and a flashlight. Body armor with side panels will also be provided by the City and will be worn when working in the field.

D. The City will provide Employees with all patches required as part of the uniform.

E. Uniform allowances are not included in "Base Compensation" under the SDCERS Plan.

ARTICLE 45:
Reduction in Compensation

A. Reduction in Compensation.

The compensation of an Employee may be reduced within the salary range of the Employee's current classification whenever the Employee's performance is below the standards established for the Employee's position. Such reduction in compensation can only be ordered by a division head or higher.

B. Procedure for Reduction in Compensation.

The compensation of such Employees may be reduced a maximum of one step within the salary range of the Employee's current classification. An Employee at Step C can have their salary reduced to Step A if they are not eligible for Step B (in the case of Employees hired on or after July 1, 1994).

An Employee's compensation shall be reduced only upon the completion of the following steps:

1. The Employee receives an unsatisfactory performance report.

2. At the time the Employee is notified of such action, the Employee will be informed of their representation and appeal rights.

C. Appeal of Reduction in Compensation.

Appeals of any Reduction in Compensation shall be held and carried forth as defined in Article 37 of this MOU and will be subject to the same Skelly Hearing appeal rights before the Civil Service Commission as set forth in Civil Service Rule XI, section 9.

D. Return to Prior Compensation.

1. At the end of 90 calendar days, the Employee's job performance must be reevaluated by the appointing authority. If the Employee's performance is unsatisfactory, the reduction in compensation may continue. If the Employee's performance has improved beyond unsatisfactory, the Employee shall be reinstated to the previous salary step in the job classification.

2. The reduction in compensation will not exceed six months of active duty. At the end of that time, the Employee shall be reinstated to their previous salary step in the job classification or some type of disciplinary action shall be taken.

ARTICLE 46:
Salary Status of Part-Time Positions

A. Policy.

1. Intent.
The intent of this policy is to ensure that Employees who work on a regular basis for forty or more hours each pay period and for a substantial period of time be provided with an appropriate level of fringe benefits. This policy is not intended to apply to Employees hired on a seasonal basis.

2. The primary purpose of the clerical pool is to assist a department in maintaining a continued level of service and production when a regular Employee is absent. The pool is available to meet a variety of short-term needs, such as replacing a regular Employee who is on vacation or sick leave, temporarily filling a vacant position pending certification and selection from the eligible list, and providing extra help during a brief period of an exceptionally heavy workload.

3. It is not the intent of the City to use pool Employees essentially as "regular" Employees, yet deny them the fringe benefits of regular Employees. Therefore, departments will not use clerical pool Employees to avoid budgeting for adequate staffing or to fill vacant budgeted positions for the long term.

4. The following shall be paid on an hourly basis:

   a. Positions in clerical or similar pools serving in a number of departments or locations.

   b. Positions filled on an on-call or seasonal basis due to fluctuations in work or staffing needs.

   c. Entrance positions to be filled for three months or less.

   d. Classes such as Library Assistant I, Student Engineer, Recreation Leader II, Recreation Leader I, and Recreation Aide, which are normally filled on an hourly basis, unless they meet the conditions described in 5 below.

5. Positions, except those referenced in 4 (a)-(c), which are at least one-half time but less than full-time, shall be appropriately compensated as half- or three-quarter time positions paid on a biweekly basis rather than an hourly basis, if they average at least forty hours a pay period annually (sixty hours for three-quarter time) and require at least forty hours of work (sixty hours for three-quarter time) in each of twenty-four of the twenty-six annual biweekly pay periods.

6. Overtime Pay.

Part-time Employees are eligible for overtime pay in accordance with the following:

a. Half and three-quarter time Employees:

i. Are eligible for regular rate compensation in the form of pay or compensatory time credits for all time worked in excess of their scheduled workweek up to forty hours per week.

ii. Such Employees are eligible for premium rate overtime for all time worked in excess of forty hours in their workweek and must receive pay for such overtime.

b. Hourly Employees:

i. Are eligible for premium rate overtime pay for all time worked in excess of forty hours in their workweek and may not receive compensatory time credits in lieu of pay.

c. Such Employees may not count compensatory time or compensated leave as hours worked in the overtime calculation.

7. Fringe Benefits.

Part-time Employees paid on a biweekly basis are eligible for holidays, annual leave, and other leaves of absences as provided in Civil Service Rule X. All part-time Employees are eligible for Military Leave as provided in Civil Service Rule X.

8. Present Employees.

Employees who would be hired on an hourly basis according to this policy, but who are now paid on a biweekly basis, may remain in that status until the termination of their current employment.

9. Procedure.

a. The Personnel Department will review the payroll records of all hourly Employees every six months. Appointing Authorities will be informed of those Employees who qualify for benefits and take appropriate action.

b. If an Employee is hired as an hourly Employee, and the Appointing Authority intends to work the Employee forty hours or more per pay period, on a regular

basis for a substantial period of time, the Appointing Authority should insure compliance with this policy.

c. The Mayor's designee will periodically review the payroll records of all hourly Employees. MEA may meet periodically with the Mayor's designee to discuss and attempt to resolve problems in the application of this regulation especially those involving the conversion of hourly Employees to part-time status.

ARTICLE 47: Holidays

A. Fixed Holidays.

1. Fixed Holidays will be:

a. January 1; **known as "New Year's Day";**
b. Third Monday in January, known as "Dr. Martin Luther King, Jr.'s Birthday";
c. Third Monday in February, known as "Presidents' Day";
d. March 31, known as "**Farmworkers** Day";
e. Last Monday in May, known as "Memorial Day";
f. June 19, known as "Juneteenth";
g. July 4; **known as "Independence Day";**
h. First Monday in September, known as "Labor Day";
i. November 11, known as "Veterans Day";
j. Fourth Thursday in November, known as "Thanksgiving Day";
k. December 25; and
l. Every day appointed by the City Council for a public fast, thanksgiving or holiday.

2. If January 1, March 31, June 19 July 4, November 11, or December 25 falls on a Sunday, the Monday following is the City-observed holiday. If any of the dates listed in this section fall on a Saturday, the preceding Friday is the City-observed holiday.

3. Holiday Pay for Dispatchers**, Police Department Designated Classifications** and Golf Operations Division **Classifications**.

a. If January 1, March 31, June 19, July 4, November 11, or December 25 falls on either a Saturday or Sunday, then Dispatchers (Police, Fire and Public Works)**, Police Investigative Services Officers, Parking Enforcement Officers and Parking Enforcement Supervisors in the Police Department's Traffic Division, Police Department employees in the Teletype Section (Senior Police Records Clerk, Police Records Clerk, Clerical Assistant II and Clerical Assistant I),** and Golf Operations Division **classifications** shall receive holiday compensation, including premium overtime, for all hours worked on the fixed holiday when the Employee is scheduled to work on that day. In such instances, holiday compensation will not be paid on the City-observed holiday.

b. The following are examples of holiday pay procedures:

i. Employees who are scheduled to work on both the City-observed holiday and the fixed holiday will receive holiday pay on the fixed holiday.

ii. Employees who are scheduled to work on the City-observed holiday and have a scheduled day off on the fixed holiday will receive holiday pay on the City-observed holiday.

iii. Employees who have a scheduled day off on the City observed holiday and are scheduled to work on the fixed holiday will receive holiday pay on the fixed holiday.

iv. Employees who have a scheduled day off on both the City observed holiday and the fixed holiday will receive holiday pay on the fixed holiday.

Employees are only entitled to receive holiday compensation for one day, not both days, per holiday weekend.

B. Floating Holiday.

1. In each fiscal year covered by the term of this MOU each eligible Employee available for a duty assignment on July 1 (as defined in Personnel Manual Index Code H-2) **will** accrue credit for hours of holiday time equal to the hours worked in the Employee's regularly scheduled shift up to **12** hours. Each Employee accruing such time **will** schedule their floating holiday to comply with the following conditions:

a. The floating holiday **up to 12 hours** must be a one-time absence and it must be used **by** June 30 of the fiscal year it was **accrued**;

b. Unused floating holiday will not carry over to the following fiscal year and will be forfeited; and

c. The floating holiday must be taken at a time convenient to the Employee's Appointing Authority.

2. Employees who separate from employment and have not used any accrued floating holiday hours will receive pay-in-lieu based on their last regularly scheduled workday, up to 12 hours.

C. Holiday Pay.

1. An Employee who is scheduled to work on a fixed holiday will receive holiday pay up to the number of hours the Employee is scheduled to work, in addition to all hours worked. Specifically:

a. A full-time Employee will receive holiday pay at their regular base rate, in addition to all hours worked at their premium overtime rate.

b. A three-quarter time Employee will receive holiday pay at their regular base rate, in addition to all hours worked at their regular overtime rate.

c. A half-time Employee will receive holiday pay at their regular base rate, in addition to all hours worked at their regular overtime rate.

2. An Employee who is not scheduled to work on a fixed holiday will receive holiday pay up to the Employee's full-time or part-time status, in addition to all hours worked. Specifically:

a. A full-time Employee will receive eight hours of holiday pay at their regular base rate, in addition to all hours worked at their premium overtime rate.

b. A three-quarter time Employee will receive six hours of holiday pay at their regular base rate, in addition to all hours worked at their regular overtime rate.

c. A half-time Employee will receive four hours of holiday pay at their regular base rate, in addition to all hours worked at their regular overtime rate.

NOTE: For purposes of this Article, regular base rate is defined as regular base rate plus eligible add-on (i.e., special assignment pay, certification pay).

D. An Employee's regularly scheduled shift will not be altered in advance of a holiday for the purpose of avoiding the City's obligation to pay holiday pay.

E. Hourly Employees working in the Library will be scheduled to work the additional hours which complete the Employee's shift, when a holiday falls on a day the Employee would ordinarily have worked.

ARTICLE 48:
In-House Committees

Department Heads may, at their discretion, create advisory committees to provide information which is necessary to administer their department. However, prior to implementation, it is Management's responsibility to notify MEA to allow for meet and confer as necessary.

ARTICLE 49:
Exchange of Days Off Between Employees

Employees in classifications which call for work to be performed seven days per week may exchange days off with Employees of the same classification under the following conditions:

A. Both Parties to the exchange must be willing to make the exchange and must have the approval of the immediate supervisors concerned.

B. Generally speaking, exchanges of days off will be kept within the division, section, shift or watch, crew and work site location unless, on an individual basis, the supervisors of the Parties to the exchange otherwise agree.

C. When practical, requests for an exchange of days off shall be made in writing at least five days prior to the first day of exchange.

D. An Employee must report for the exchanged days off and with the exception of illness, an

Employee who fails to report for any other reason shall be carried absent without leave.

E. To avoid administrative problems, an exchange of days off must be made within the same work week by both Parties.

F. Such trades must be made in accordance with the provisions of the Fair Labor Standards Act.

G. Such trades will not be approved if they result in an increased cost to the City.

ARTICLE 50:
Direct Deposit

A. The City agrees to offer direct deposit of Employee paychecks to an expanded network of financial institutions.

B. Employees who choose to electronically deposit their paychecks to a financial institution of their choice (subject to electronic compatibility) will be required to provide authorization to the Department of Finance. Employees will not be required to change financial institutions if their financial institution is not compatible with the Automated Clearing House (ACH) transfer.

C. An Employee who does not have a financial institution at which to provide electronic transfer accessibility will have their paper paycheck sent to their department Payroll Specialist. The Employee may coordinate a pickup time with the Payroll Specialist on pay day, or have the paycheck sent to the Employee's mailing address on file.

D. The Parties will both communicate and promote the availability and advantages of automatic deposits of paychecks through their respective communication means.

ARTICLE 51:
Supplemental Pension Savings Plans/401(k)

A. Supplemental Pension Saving Plan (SPSP) for Employees Hired Before July 1, 2009.

Employees hired on and after July 1, 2009, are not eligible to participate in City's Supplemental Pension Savings Plans. A new SPSP was implemented for all Employees hired on or after July 1, 1986, through June 30, 2009. For these Employees, the voluntary contribution was reduced from 4.5 percent to 3.05 percent to offset the Medicare tax. Future increases in the Medicare or Social Security tax will result in corresponding decreases in the SPSP contribution for the City and the Employees.

1. This change did not affect or change the SPSP Plan which covers Employees hired prior to July 1, 1986.

2. The Parties agree that an early retirement provision will be added to the SPSP Plans so that distributions prior to age 59-1/2, but within the City's normal retirement age provisions, will not be subject to the 10 percent excise tax on early distributions.

3. Legislation mandated that all Employees be covered by a retirement plan effective

July 1, 1991, and this change impacted all non-standard hour Employees in the Bargaining Units represented by MEA since they do not participate in any retirement system. Mandatory participation for these Employees in a version of the SPSP Plan was agreed to by the Parties in order to comply with this mandate. Accordingly, the City and MEA agreed to the adoption of a new SPSP-H Plan coverage for non-standard hour Employees to avoid compulsory inclusion in the Social Security system as mandated by the Omnibus Budget Reconciliation Act of 1990. These new federal regulations mandate Social Security for Employees not covered by a "retirement system." Current non-standard hour Employees, who are not participating in SDCERS do not meet the requirements of the regulations and must be covered by Social Security or a "retirement" plan effective July 1, 1991.

4. In order to comply with this new federal law, the City and MEA agreed to the implementation of a new SPSP-H Plan for non-standard hour Employees with the following key elements:

   a. 3.75 percent Employee contribution matched by a 3.75 percent City contribution to meet 7.5 percent minimum requirement.

   b. 100 percent immediate vesting.

   c. Monies must remain in the SPSP-H Plan until termination.

5. Effective July 1, 2014, the City began making an additional 0.5% contribution to SPSP-H for each non-standard hour Employee. Effective July 1, 2015, the City began making an additional 1.75% contribution to SPSP-H for each non-standard hour Employee. The Employee is not required to match these additional contributions but may voluntarily contribute up to an additional 2.25%. Regardless of the Employee's voluntary contribution amount, the total required City contribution for non-standard hour Employees became 6% effective July 1, 2015.

B. 401(k).

1. All part-time benefitted and non-standard hour Employees shall be eligible to participate in the 401(k) Plan that is offered to full-time benefited Employees.

ARTICLE 52:
Counseling Opportunities

A. Job Counseling.

Employees who are interested in promotional opportunities or a transfer to a different department or to another classification should call the Personnel Department (619-236-6400). See also Personnel Manual Index Code E-7, Transfers and Demotions.

B. Financial Counseling.

If an Employee's supervisor receives notification from a firm, collection agency, or other source that a debt is owed by the Employee, the information should be immediately turned over to the Employee. The supervisor should not attempt to ascertain the validity of the debt,

collect the money, or determine the method of payment. This is a personal matter between the Employee and the creditor. The supervisor may suggest that the Employee seek financial counseling, if necessary, and refer the Employee to EAP for a referral to an appropriate community resource for financial counseling.

C. Retirement Counseling.

An Employee who is planning retirement, or who is leaving City employment, should consult the Retirement Officer (619-525-3600) to discuss available retirement benefits, and the SPSP Administrator in Risk Management (619-236-7300) regarding SPSP to discuss payout of monies held in the Employee's SPSP Plan account.

ARTICLE 53:
Parking and Transportation Program

A. Parking.

Employees who use the Concourse Parkade, Central Library, Civic Center Plaza, Mission Hills Library, Horton Plaza, or any other facility as designated by the Mayor, and pay on a biweekly basis will be charged 25 percent of the prevailing general public monthly rate.

1. The City will provide reimbursement to Employees who have a monthly parking pass and use the Concourse Parkade, Civic Center Plaza, Central Library, Mission Hills Library, Horton Plaza, or other facilities designated by the Mayor, and carpool with other City Employees. The rate of reimbursement will be calculated so that an Employee who carries three riders will receive free parking.

2. The City may expand parking opportunities to other facilities designated by the Mayor. The City will engage MEA in any impact bargaining required under the MMBA, related to new parking opportunities.

3. Management agrees to make its best effort to negotiate with Parking Facility Providers reduced rates comparable to those at the Concourse for Employees assigned to City facilities.

B. Transportation Program.

As part of the Transportation Alternative Program (TAP), the City will provide transportation subsidies as outlined in section B.1 and a free transit pass as outlined in section B.2 below. Employees may also participate concurrently in the City's discounted monthly parking program as outlined in section A. Transportation subsidies and free transit passes can only be used by the City Employee it is issued to. Employees in violation of these provisions will not be eligible to participate in TAP.

1. Transportation Subsidies.

Employees must use these subsidized transportation services to commute to and from work at least three days per week to be eligible.

a. A City-approved vanpool program is subsidized at 90%, subject to a $100

monthly reimbursement cap.

b. Use of the San Diego Bay Ferry is subsidized at 90%, subject to a $100 monthly reimbursement cap.

c. The monthly Adult 2-Zones Coaster Pass and Adult 3-Zones Coaster Pass is subsidized at 90%, subject to a $100 monthly reimbursement cap.

d. The SDM Coaster pass (3-Zones Senior/Disabled/Medicare Coaster Pass) is subsidized at 90%, subject to a $100 monthly reimbursement cap.

2. Free Transit Pass.

The City will provide Employees with a free Universal Pass (U-Pass) through the San Diego Metropolitan Transit System (MTS). Enrollment for the U-Pass will occur on a rolling basis. The following terms apply for the U-Pass for the term of this MOU:

a. If an Employee receives a U-Pass for the year, the Employee can also participate in other TAP subsidies or reimbursements identified in this Article for that same year.

b. The U-Pass includes the following transit passes:

1. The All Trolley/Local Bus Route Pass (Regional).

2. The Rapid Express/Premium Pass.

3. If MTS discontinues or modifies the free transit passes or employer discount program during the term of this MOU, the City will meet and confer before it adjusts the costs of the program, but in no event will the reimbursement be less than 75%, subject to the $100 monthly reimbursement cap.

ARTICLE 54:
Labor Management Committee

A. Management and MEA will establish a joint committee for the purpose of discussing common problems including, but not limited to, safety issues and policies, contract interpretation and administration, application and administration of the grievance procedure, the exceptional merit cash payment program, SPSP, clerical work stations, air quality in City buildings, alternate work schedules, and use of limited appointments.

B. The Labor Management Committee shall meet quarterly, or more frequently if needed, at a time and for a duration that is mutually agreeable to both Management and MEA. MEA and Management will each be able to appoint three members to this Committee.

ARTICLE 55:
Polygraph Examinations

A. No Employee shall be compelled to submit to a polygraph examination against their will. No

disciplinary action or other retaliation shall be taken against an Employee who refuses to submit to a polygraph examination, and no comment will be entered anywhere in the investigator's notes or anywhere else that indicates the Employee refused to take a polygraph examination. No testimony or evidence that the Employee refused to take a polygraph examination will be admissible at any hearing, trial, or proceeding, whether judicial or administrative.

B. An Employee who is rejected for a position in the Police Department due to failure of a polygraph examination will be provided with the reason for such failure.

ARTICLE 56:
Layoff

A. In the event of a layoff involving classes represented by MEA, the City agrees to provide MEA with a copy of the official layoff notice which is provided to affected departments.

B. The City will make its best efforts to counsel and place Employees in alternate jobs when an Employee is subject to layoff.

C. The City's layoff procedures currently provide for an order of layoff for permanent Employees in a class determined by citywide seniority. Seniority shall be based upon the Employee's most recent hire date with the City without a break in service.

ARTICLE 57:
Repair or Replacement of Employees Property

Risk Management will process Employee claims submitted under A.R. 35.70, Repair or Replacement of Employee's Personal Property, within thirty calendar days of receipt. Disallowed claims may be appealed to the Mayor or designee who shall conduct a hearing as appropriate.

ARTICLE 58:
Long Term Disability/Industrial Leave

A. Industrial Leave.

For claims filed based on a work-related illness or injury occurring on or after July 1, 1994, the City will implement the following changes to the Industrial Leave Policy. The actual policy (A.R. 63.00) should be consulted for detailed language.

1. Industrial Leave payments will not be granted for any injury which occurs as a result of a motor vehicle accident where available safety restraints were not in use, unless department policy permits.

2. Industrial Leave benefits will be terminated when an Employee misses a medical appointment designed to determine the Employee's work status, if it is determined that the failure to attend the appointment was not excusable.

B. Flexible Benefits.

1. The City will pay the participant's Flexible Benefits for a maximum of one year while they are on LTD. At the end of one year, the participant will be referred to COBRA for extension of appropriate coverage.

2. The City will pay the participant's Flexible Benefits while the participant is receiving LTD benefits even if the LTD benefit is 100 percent offset by other income benefits.

3. Participants who are in a LTD status during the City's annual open enrollment for its FBP shall be enrolled in Flexible Benefits as required during the open enrollment. Participants shall keep their current health and life insurance coverage, while receiving LTD. Participants will be allowed to change health care plans provided the health care plans so stipulate.

4. When an Employee suffers a work-related injury or illness but is not eligible for Industrial Leave benefits, the City shall continue to pay the Flexible Benefits allocation on their behalf for the period of their temporary total disability and/or participation in internal vocational rehabilitation, not to exceed a total of twelve months.

ARTICLE 59:
Out-of-Class Assignments

A. All out-of-class assignments (OCA), regardless of the number of hours worked in a pay period, will be recorded in the Employee's personnel file.

B. **The Appointing Authority** has discretion to determine if an OCA will be made. When an **Appointing Authority** anticipates that an OCA may exceed **30 working days where specialized needs are required, the Appointing Authority will announce the OCA division-wide.**

1. Appointing Authorities **will** give first consideration for appointment to an OCA to Employees on the eligible list for the class in which a vacancy occurs, except in those cases in which the specialized needs of the assignment or a requirement for an Employee with specialized skills necessitates appointment of an Employee not on the eligible list**.**

2. **Appointing Authority will** provide equal opportunity on a rotational basis for OCA to persons on the eligible list and will consider the seniority, availability, training, and job performance of Employees when making such divisional assignments.

3. In the event that there is no eligible list, the Appointing Authority will provide equal opportunity on a rotational basis to eligible Employees and will consider seniority, availability, training, and job performance in making **the** OCA.

   If the OCA lasts over five working days, an Employee's current shift or station assignment **will** not preclude their eligibility for OCA **consideration**.

4. An Employee who is not on an existing or expired eligibility list for the particular class will not be assigned to an OCA which would result in the Employee supervising their current supervisor.

C. An **eligible** Employee in an OCA will receive an increase equal to that which would be given if the Employee were promoted to the same class from an eligible list established by a promotional examination. Employees will be compensated for OCAs on the 31st continuous day of assignment **or after 30 cumulative days, or 176 regular (non-overtime) hours of** cumulative OCA in the same classification. OCA time will accrue on a fiscal year basis and will not be carried over to the next fiscal year except as indicated below.

1. Employee is in a single, continuous OCA which begins towards the end of the fiscal year and continues into the new fiscal year. The total OCA hours incurred in this assignment exceed the number of OCA hours required to become eligible for the higher rate OCA pay. The Employee is entitled to the higher rate for those hours incurred beyond the OCA hours requirement, even if the assignment runs into the new fiscal year. In addition, any additional OCA hours in that fiscal year will be paid.

2. Employee is in a single, continuous OCA which begins towards the end of the fiscal year and continues into the new fiscal year, and the Employee is already eligible to and is receiving the higher rate OCA pay for this assignment. The total hours incurred in the last fiscal year will be counted towards meeting the OCA hours requirement for the current as well as subsequent assignments in the same classification in the new fiscal year.

3. Employee is in a single, continuous OCA which begins towards the end of the fiscal year and continues into the new fiscal year. The total OCA hours incurred in this assignment is equal to, but does not exceed, the OCA hours requirement. The total OCA hours incurred in the last assignment will be counted towards meeting the OCA hours requirement for the same classification in the new fiscal year, even though part of the assignment fell under the prior fiscal year.

D. OCA shall not exceed thirty consecutive **calendar** days nor shall a series of OCA to any one vacant position exceed thirty calendar days without approval by the Personnel Director. OCA will not be made to avoid filling a position with a limited or permanent appointment.

E. **Overtime Compensation for Fair Labor Standards Act (FLSA) Non-Exempt Employees Working Out of Class in an FLSA Exempt Classification.**

FLSA non-exempt employees who are temporarily assigned, as an out-of-class assignment (OCA), to perform the duties of a classification designated as FLSA exempt will remain eligible to receive overtime compensation, consistent with their regularly held position, for the first 30 continuous calendar days of the OCA. After 30 continuous calendar days in the FLSA exempt OCA, the employee will no longer be eligible to receive overtime compensation under the FLSA for the duration of the OCA. This provision only applies to eligibility for FLSA overtime.

ARTICLE 60:
Implementation of New Programs

A. Prior to implementation of any new programs, the City will give MEA advance notice in

writing so that the Parties may address the impact of any new programs on wages, hours, and other terms and conditions of employment.

B. The City will make its best efforts to give MEA at least thirty working days advance notice.

ARTICLE 61:
Confidentiality of Medical Information

A. The City, its officers, and Employees, shall respect the confidentiality of Employee medical records and shall abide by the guidelines set forth in Personnel Manual, Index Code J-4.

B. The City acknowledges that an Employee's Constitutional right of privacy entitles an Employee to decline to disclose or to permit their physician to disclose the nature of an illness, diagnosis, or prognosis unless otherwise required by workers' compensation law, by the Employee's application for Industrial Leave or LTD benefits, state or federal law, application for employment, or required as part of a City-mandated physical examination. To the extent that an Employee's absence or absences due to illness have resulted or may result in discipline, the Employee, at their own option, may disclose these details to the appropriate person in their chain of command or directly to the Department Head if the Employee wishes. Based on an Employee's right of privacy, the City forms for an Employee's request for a leave of absence shall not require disclosure of the nature of an illness or require authorization for release of a medical provider's records.

ARTICLE 62:
Department Work Rules

A. Management agrees to make available to MEA current written departmental and divisional policies, instructions, and work standards. When reasonable additional departmental policies and instructions are developed and published, the City will make copies available to MEA and Employees. City policies shall be uniformly applied. However, the obligation to make copies of current and future departmental and divisional policies, instructions, and work standards available shall not extend to policies which describe confidential or security procedures.

B. All departmental and divisional policies, instructions, and work standards shall conform to the Civil Service Rules, Personnel Regulations, and this MOU.

ARTICLE 63:
Time Off for Blood Donation

An Employee shall receive paid release time, not to exceed two hours, when they donate blood at the annual MEA blood drive or in response to an emergency request from the San Diego Blood Bank. The City shall release the Employee for the actual time the Employee spends in travel to and from the blood donation site, as well as for the time spent at the site. Paid release time cannot exceed two hours. The Employee shall submit their "blood receipt" to their Department Payroll as verification of the donation.

ARTICLE 64:
Call-Back/Court Pay

A. Call-Back Pay.

1. An Employee who has been released from work and has left the work premises and is called back to **work (e.g. by phone call, text, or email), will** be paid for the reasonable estimate **as determined by the department management or designee** of the time required for **the** Employee to travel from and to their residence, **or current location,** and the work area and for the time the Employee actually works. **The following conditions apply:**

   a. If an employee is called back to work more than four hours before their regularly scheduled shift of scheduled overtime shift, they will be compensated at the overtime rate for four hours or the amount of time worked on the call, including travel time, whichever is greater. Employee must enter the actual hours worked on their timecard.

   b. If an employee is called back to work less than four hours before their regularly scheduled shift or scheduled overtime shift, they will be compensated at the overtime rate from the time the employee receives the order to return to work until the start of the employee's regularly scheduled shift.

2. **Call-back pay** does not allow for the stacking of pay for multiple calls back to duty within a single four-hour period. **If an employee is called back to work multiple times during a single four-hour period, the employee will not be paid for each call-back as a separate event but, rather, will be paid a minimum of four hours for all call-backs occurring during a single four-hour period. Call-back pay begins at the time the employee acknowledges or responds to the notification directing them to report to work. This does not include personal grooming or other non-work-related preparation.**

3. **Work eligible for Call-Back Pay is work the department determines is necessary, unscheduled, emergency in nature, or cannot wait until the next business day.**

4. Employees in the classifications of Criminalists I/II/III, Crime Scene Specialists **I/II/III, Laboratory Technician**, Latent Print Examiner Aide, Latent Print Examiners I/II/III, **Police Investigative Service Officer I/II,** Police Property and Evidence Specialist, **Police Property & Evidence Supervisor,** Polygraphers I/II/III, **Supervising Polygrapher, Senior Police Property & Evidence Supervisor,** Supervising Latent Print Examiner, Supervising Crime Scene Specialist, Supervising Criminalist, **and Supervising Police Property and Evidence Specialist, will** receive a minimum of four hours call-back pay.

5. **If a department seeks to establish a voluntary contact list for after-hours work for purposes of call-back, the department will meet and confer with MEA prior to implementation.**

B. Court Pay.

Employees in the classifications of Criminalists I/II/III, Police Investigative Service Officers I/II, Crime Scene Specialists **I/II/III, Laboratory Technician**, Latent Print Examiner Aide, Latent Print Examiners I/II/III, **Police Investigative Service Officer I/II,** Police Property and Evidence Specialists, **Police Property Evidence Supervisor,** Polygraphers I/II/III, **Supervising Polygrapher, Senior Police Property Evidence Supervisor,** Supervising Latent Print Examiners, Supervising Crime Scene Specialists, Supervising Criminalists, **and Supervising Police Property and Evidence Specialist,** who work shifts other than the day shift, and are required as a result of their employment responsibilities to make court appearances during otherwise off-duty hours, shall be treated as follows:

1. The Employee shall receive compensation for all time actually spent in court (minimum of four hours effective July 1, 1990), excluding court recess time.

2. If the Employee makes a court appearance during the morning session and at least part of the afternoon session, after they have just completed working a night shift, and if the Employee is scheduled to work the next succeeding night shift, the Employee shall have the option of receiving compensation at their normal overtime rate for the actual court appearance time or having the succeeding scheduled night shift off as compensatory time. If an Employee is scheduled off on their next shift following such court appearance, the Employee may not exercise the second option.

3. Compensatory overtime shall begin at the time indicated on the subpoena unless the Employee is otherwise notified by their supervisor.

C. Call-Back and Court Pay Exceptions.

1. The above-described provisions for call-back **and court** pay **will** not apply in the following situations:

   a. When an Employee is required by subpoena to appear in **or otherwise attends** court **on City business** prior to their scheduled shift, and the appearance is contiguous with the shift;

   b. When an Employee is already present at the work **premises** and is required by a supervisor to start work early or to **continue** work following the end of shift**.**

   c. When an Employee is required to attend a **work-related activity** scheduled before or after the Employee's shift, and which is contiguous with the shift;

   d. When an Employee is required to appear in court **regarding City business** during a session which begins during the Employee's regularly scheduled shift, but which continues past the end of shift.

2. In these instances, and any other not specifically identified as entitling an Employee to the four-hour minimum **call-back pay described in this Article**, the Employee **will** receive compensation only for the time the Employee actually worked.

D. Court Stand-By.

When a Criminalist I/II/III **or** Crime Scene Specialist is under subpoena to appear in court during their non-duty hours, the Employee shall go to the court and stand by until called by the court and shall receive pay at their normal overtime rate for such stand-by time, or with the concurrence of the subpoenaing party, remain standing by at another location where they may be reached by the court by telephone. If an Employee stands by at another location, no pay shall be received for such stand-by time. No Employee shall be required to stand-by without compensation without their consent.

ARTICLE 65:
Reserved

Reserved.

ARTICLE 66:
Objective Hearing Officers

A. Objective Hearing Officers will be assigned to hear disciplinary appeals at the department level. "Objective" means a managerial Employee who has not conducted the fact finding or investigation which led to the proposed discipline and is not the person recommending the discipline. The primary responsibility for conducting a disciplinary investigation and the resulting Advance Notice of disciplinary action, when warranted, will be delegated by the Appointing Authority to someone other than the individual prospectively responsible for hearing an appeal of such action. The individual delegated the primary responsibility will also sign the Advance Notice. This language is in no way intended to preclude any managerial Employee from the normal managerial review of actions recommended within a work unit.

B. The Department Head may delegate the appeal Hearing Officer responsibility to any supervisory or managerial Employee at least one level above the Employee requesting the appeal. Exceptions may be granted by the Human Resources Director. MEA-represented Employees will not act as hearing officers for terminations of any Employee in a job class represented by MEA.

C. City agrees that any time MEA feels that the Department Head or designee who intends to hear an appeal pursuant to Article **11**, Section **K**, is unduly biased under the circumstances, MEA may immediately bring the issue to the attention of the Human Resources Director. The Human Resources Director agrees to take reasonable steps to assure an Employee minimum due process in this regard.

ARTICLE 67:
Workloads

A. **Upon MEA's request, a**fter a **department** undergoes a reduction in force, Management will prepare a plan demonstrating how the work will be restructured, reassigned, or delayed. Additionally, new or revised work expectations, standards, and adjusted timelines for work product will be developed.

B. Before and after implementation of the plan, Management shall meet with impacted Employees for input. Opportunities for follow-up, feedback and proposed adjustments in the reorganization plan will be provided to Employees.

ARTICLE 68:
Overpayments and SDCERS Interest Charges

A. Wage Overpayments.

1. If it has been discovered that an overpayment or an unauthorized payment has been made to a City Employee, it is the responsibility of the department to notify the Employee in writing and supply the Employee with the documentation used to determine the overpayment.

2. If the Employee contends that any portion or the entire amount is not owed, the Employee may request a meeting with the Appointing Authority to attempt to resolve the disagreement. If the dispute about the payment originates in another department, the Employee has a right to request a meeting with the Appointing Authority in that department. The Employee may have a representative attend the meeting or meetings with him or her.

3. If the dispute regarding overpayment arises from the interpretation of a Personnel or Administrative Regulation, the Employee may grieve this matter directly to the Department Head.

4. Repayment of Funds.

   a. An Employee will pay no penalties, fees or interest as a result of the overpayment.

   b. The Employee shall have the right to select one of the three following options for the repayment of the funds:

      i. A lump sum payment with a date mutually established by the Employee and the department.

      ii. Biweekly installment payments through payroll deduction. (Installment payments must be a minimum of $10.00 and repayment must be completed within twenty-six pay periods.)

      iii. Any other repayment arrangement mutually agreed upon between the City and the Employee but not to exceed a repayment plan of five calendar years.

   c. The final agreement on the repayment plan will be in writing, with the lump sum payment date, or the biweekly amount, and the beginning and ending date of the installment plan identified.

d. If an Employee leaves City employment with an outstanding repayment plan, the Employee will be invoiced for any remaining balance owed.

e. Disputes over repayment of funds which were overpaid to an Employee through no fault of the Employee, shall not be a factor in Employee Performance Evaluations or discipline.

5. Referral to Collections.

a. A department may refer an Employee to the City Treasurer, Collections Section, only when the Employee, after being duly notified of the overpayment and having had the opportunity to review the relevant documentation, refuses to agree to a repayment of the amount owed.

b. The Employee will be notified of the referral and informed that the Collections Section will proceed with collection as it would for any other debtor.

B. SDCERS Interest Payment for Overpayment/Underpayment Due to Error by City/SDCERS.

1. For purposes of this section, "Eligible Employee" includes all MEA-represented Employees who are on City payroll or on an approved leave of absence on or after January 1, 2016, regardless of their employment status (i.e., active, separated, DROP, DROP Extension, or retired) at the time a claim arose or arises in the future, and receive an SDCERS' correction letter on or after July 1, 2023, in connection with the underpayment of contributions or the overpayment of pension benefits as a result of an error by SDCERS or City Employee.

2. The rights described in this Section B are in addition to the rights an Eligible Employee has under the Parties' Proposition B (Prop B) Make-Whole Settlement Agreement in the event an error arises regarding the calculations made when an Eligible Employee opted into SDCERS following the invalidation of Prop B. Nothing in this Section B is intended to alter or diminish the rights established in that Agreement.

3. The principal amounts owing for the underpaid contributions or overpaid pension benefits, as explained in an SDCERS' correction letter, are and remain the Eligible Employee's sole responsibility except as otherwise provided in the Prop B Settlement Agreement. However, the City will indemnify an Eligible Employee for any interest charges associated with the underpayment or overpayment correction, unless the City determines that the Eligible Employee knew or should have known that they were underpaying contributions or being overpaid a benefit, or intentionally or willfully contributed to the error.

4. SDCERS will not charge interest in its initial corrections letter to an Eligible Employee notifying them of the underpayment of contributions or overpayment of pension benefits. However, if additional interest charges accrue due to the Eligible Employee's failure to make timely re-payment of the principal amount owed or their decision to enter into a repayment plan, these separate additional interest charges are deemed a matter of the Eligible Claimant's discretion, are not the City's responsibility to reimburse, and remain the Eligible Employee's sole responsibility.

5. Interest payments made by the City to SDCERS under this section will be treated as employer contributions except as otherwise provided in the Prob B Settlement Agreement.

6. The provisions of this Section do not limit or supersede any Eligible Employee's right to challenge SDCERS's determination that an underpayment of contribution or overpayment of pension benefits has occurred or otherwise limit or supersede the Eligible Employee's right to challenge, on any available legal or equitable ground, SDCERS's demand for payment of the principal amount or any interest the City declines to pay.

ARTICLE 69:
Transfer Notification Process

The Personnel Department shall establish a Transfer Notification process.

A. Employees who are interested in transferring will submit requests directly to the Personnel Department.

1. Supervisory review and approval will no longer be required.

2. The Personnel Department approval or rejection will only be based on a review of the Employee's qualifications in relation to the requirements of the class.

3. With the Employee's authorization, an Appointing Authority may contact the Employee's current department to review the Employee's personnel file and/or receive the current department's recommendation.

B. Employees whose requests have been approved by the Personnel Department will be:

1. Placed on additional eligible list or lists.

2. Notified by the Personnel Department of all vacancies, by written notice to their home address, mail station, or email address.

ARTICLE 70:
Rights of Industrially Injured Employees to Schedule Medical Appointments

A. An Employee who has suffered an industrial injury, whether on light duty or full duty status, shall have the right to schedule medical appointments, including physical therapy, which are related to treatment of the industrial injury, during their regularly scheduled work hours without loss of pay.

B. Employees shall make their best effort to schedule appointments close to the beginning or end of their work shift.

ARTICLE 71:
Reserved

Reserved.

ARTICLE 72:
Limitations on Contracting Out to Preserve Bargaining Unit Work

A. The Parties agree to continue the Consultant/Contractor Review Committee to:

1. Study and to evaluate consultant/contractor issues;

2. Eliminate waste and abuse; and

3. Identify additional employment opportunities for City Employees that are within the scope of their duties wherever and whenever possible.

B. It is the mutual **intent** of the Parties to preserve all bargaining unit work performed by MEA-represented Employees and, where feasible and economical to do so, to add to that work in accordance with the expertise and capacity of MEA-represented Employees to perform it. It is the City's goal to reduce the contracting out of services and to bring that work back in-house.

C. The Parties agree that any proposed contracting out of bargaining unit work will be subject to **written notice to MEA and** meet and confer in accordance with the Meyers-Milias-Brown Act (MMBA). If the City determines that there is a potential for **contracting out tasks or services that fall within classifications represented by MEA**, the City will provide MEA with notice and opportunity to meet and confer in accordance with the MMBA**, Government Code section 3504.1. This means that the City will provide MEA with no less than 45 calendar days' written notice before issuing a request for proposals, request for quotes (RFQ) (including invitation to bid [ITB]), or renewing or extending an existing contract for tasks or services that fall within classifications represented by MEA. This written notice shall include all of the following: (1) the anticipated duration of the contract; (2) scope of work under the contract; (3) the anticipated cost of the contract; (4) the draft solicitation, or if not yet drafted, any information that would normally be included in a solicitation; and (5) the reason the City believes the contract is necessary.**

1. If an emergency or other exigent circumstance prevents the City from providing the amount of notice required, the City shall provide MEA as much advance notice as is practicable under the circumstances, together with a written explanation of the circumstances justifying the delay.

2. Whether the proposed contracting out may proceed at the City's discretion or qualifies for an expedited meet-and-confer process will depend on whether the task or service has been placed by prior agreement on either the Exemption or Project-Type Lists explained in Section D.

D. To achieve efficiencies in the administration of this Article while not undermining the above-stated commitments, the Parties agree to establish two lists and to update them annually as follows: **(1) The Exemption List and (2) The Project Type List:**

1. **The** Exemption List will identify tasks and services that are not currently, and have not historically been, within the scope of MEA's bargaining unit work. **Tasks or services on the Exemption List may be contracted out at any time at the City's discretion. However, the City will provide MEA with quarterly reports during each fiscal year detailing the tasks, services and contract amounts covered by any contracting out requests during that quarter in reliance on the Exemption List in effect. If MEA questions the legitimacy of the City's reliance on the Exemption List when contracting out work, the City will meet and confer with MEA to explain and otherwise justify its reliance. MEA reserves its rights to meet and confer as required under the MMBA regarding any contracting out of MEA's bargaining unit work.**

2. **The Project-Type List will identify tasks and services of a type that may include work that is or could be within the scope of MEA's bargaining unit work.**

3. **O**n or about **February 1st** of each year, the Parties will meet and confer regarding any proposed modifications to the Exemption List **or the Project-Type List**. If the Parties agree, a task or service may be added to or removed from **either** the Exemption **or Project-Type lists or moved from one list to the other.** During this annual review process, no task or service will remain on **either list** over **either Party's** objection.

E. To achieve compliance with Government Code section 3504.1 the City will require all Departments (Mayoral and Non-Mayoral) to use an HRC eForm which will include all required information in accordance with Section C above, and which must be signed as "true and correct" by the authorized Department representative.

Once an HRC eForm with the required information is transmitted to MEA:

1. If the task or service is on the Project Type List, the Parties agree that any proposed contracting out will go through a five-business day expedited meet and confer process. **If MEA needs additional time beyond the five business days, MEA will specify how much additional time is needed and provide a general explanation for the need. Once MEA completes its review, MEA will confirm by e-mail whether the service/item may proceed or whether MEA is requesting to meet and confer. If MEA does not respond within the five business days, MEA will have the remaining notice period to request meet and confer before the City moves forward with contracting out.**

2. If the task or service is not on the Project Type List, MEA will confirm by e-mail whether the proposed contracting out of the task or service may proceed or whether MEA invokes its right to meet and confer with the City as identified in Section C, above, in accordance with the MMBA, Government Code section 3504.1.

F. **Nothing in this Article establishing new noticing requirements to comply with MMBA, Government Code section 3504.1, before the City issues a request for proposals, request for quotes, or before renewing or extending an existing contract is intended to invalidate prior contracting out done in compliance with MEA's FY24-26 MOU.**

ARTICLE 73:
Leave-Sharing Plans

A. Catastrophic Leave Plan Program Description

1. Purpose and Scope

Establish a City of San Diego-administered Catastrophic Leave Bank permitting City Employees to assist other City Employees who face extended leaves without pay due to a catastrophic occurrence in their lives. For the purpose of this plan, a "catastrophic occurrence" is defined as any event that would qualify the Employee for a leave under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Americans with Disabilities Act (ADA), other local, state, or federally protected leave, and other extraordinary circumstances as determined by the Human Resources Director or designee. Although this Program establishes a mechanism for leave transfers, participation is entirely voluntary.

Employees who are entitled to annual leave are eligible to request a Catastrophic Leave Bank from their date of hire. Catastrophic Leave determinations are non-grievable.

Catastrophic leave coverage shall be extended to events affecting registered domestic partners provided that a City of San Diego Affidavit of Domestic Partnership has been submitted.

2. Procedures

a. The Employee initiates a request for a Catastrophic Leave Bank to be established in accordance with this policy.

1) The Employee must have exhausted or expect to exhaust their accrued leave, from both the Employee's annual leave and Catastrophic Leave – Annual Leave (CatLv-AL) buckets, as a result of a qualifying event in order to establish a Catastrophic Leave Bank.

i. A recipient's total annual leave balance including donated leave cannot exceed 2,080 hours.

2) The Employee must receive **advance** approval **from their Supervisor** for an**y** leave of absence.

b. Requests to establish a Catastrophic Leave Bank to receive donations will be processed by the Human Resources Department.

1) An eligible Employee must submit a completed "Request to Establish Catastrophic Leave Bank" form to the Human Resources Department, accompanied by:

i. A signed statement by the Employee which includes a brief description of the nature and need for the leave and an estimated time the Employee will be out of the workplace, or other appropriate documentation supporting the request. Clarifying documentation may be requested by the Human Resources Department. Any Employee who misrepresents information on the signed statement provided to the Human Resources Department may be subject to discipline, up to and

including termination.

ii. **If an employee is seeking to receive a cash payment of donated Catastrophic Leave, they must indicate how many hours of donated time is needed to meet the employee's financial need.**

iii. Employees must also identify, on the Request to Establish Catastrophic Leave Bank Form, the names of individuals or groups that may be informed, upon request, if the Catastrophic Leave Bank has been approved. Employees who include a mailing address on the Request will be notified when the Catastrophic Leave Bank is approved by the Human Resources Department.

iv. **A signed attestation from the employee is required which indicates that the employee expects to exhaust all their annual leave before a Catastrophic Leave Bank is created.**

2) **Term**

i. A Catastrophic Leave Bank may be established for a term of up to six months. However, an employee may request to extend the term if there is a change in circumstances in the catastrophic occurrence that initiated the Catastrophic Leave Bank. The employee must submit additional supporting documentation for the extension to the Human Resources Department to evaluate for approval.

c. Donations of annual leave may be made to an Employee eligible for Catastrophic Leave as defined in the Purpose and Scope of this document. The donor's annual leave donation will be deducted from the donor department in the amount donated.

1) Donations of leave are strictly voluntary; the City will maintain the identity of Catastrophic Leave Bank donors in absolute confidence.

2) Employees may only donate accrued annual leave.

3) Donations must be made in whole-hour increments.

4) Donation authorization requests that do not contain all requested information will not be processed.

5) Donors must have at least **80** hours of annual leave (which includes donated Medical Leave) and Catastrophic Leave remaining after the donated time has been deducted.

6) Once donated to the Catastrophic Leave Bank, donated leave cannot be returned to the donor.

7) Employees who wish to donate leave must submit an electronic request

through the Leave Administration section of the City's SAP System. Employees without access to the City's Active Directory may complete a "Confidential Authorization for Catastrophic Leave Donation" form and submit it to the Human Resources Department.

d. Upon receipt of donation authorizations forms, the City's SAP System will:

1) Verify that the donating Employee has the minimum required leave balance of **80** hours.

i. Convert the donated dollars as computed above to hours at the recipient's hourly rate. The donor will be taxed for the leave when it is donated to the recipient.

ii. Ensure that all deductions (e.g. health premiums, parking, credit union, union dues, etc.) that have previously been authorized by the recipient are made unless the recipient has notified his or her Payroll Specialist in writing to cancel deductions.

iii. Subtract the donated time from the donor's designated leave category; and

iv. Add the donated hours to the recipient's Catastrophic Leave – Annual Leave (CatLv-AL) bucket.

e. An Employee who receives donated Catastrophic Leave hours under this Catastrophic Leave Plan may either take the donated Catastrophic Leave as compensated time off, or may request to receive a cash payment via SAP of the Donated Catastrophic Leave, but may not re-donate that time to a Catastrophic Leave Bank, Medical Leave Bank, or Child Care Annual Leave Exchange bucket for use by another Employee.

f. Donated Catastrophic Leave is treated as annual leave accrued by the recipient of the donation, but the recipient will not be taxed on the donated annual leave.

g. When donated Catastrophic Leave hours are taken as cash payment, the Employee may take up to the amount of Catastrophic Leave hours available in their established Catastrophic Leave Bank at the time the Employee processes their request for cash payment in the City's SAP System. Catastrophic Leave hours are cashed-out on a prospective basis only.

h. When donated Catastrophic Leave hours are taken as annual leave for purposes of taking compensated time off, instead of through a cash payment, the Employee may take up to 80 hours per pay period until the donated leave has been exhausted.

1) Donated Leave does not alter the employment rights of the City or the recipient, nor does it extend or alter limitations otherwise applicable to leaves of absence or annual leave, except as noted in this Plan.

2) Employees using donated annual leave hours will continue to accrue annual leave in accordance with Personnel Manual Index Code I-2, Annual Leave.
3) Donated Leave can only be used on a going forward basis.

3. Notification of the creation of a Catastrophic Leave Bank to potential donors is the responsibility of the Employee, not the department. An Employee may use City e-mail for a one-time notification to other City Employees regarding the creation of their Catastrophic Leave Bank. Such e-mail should not contain confidential information (e.g. details of their medical condition). All policies and procedures regarding ethical conduct, and the use of email, apply to such notices sent by Employees. Employees are encouraged to only send e-mails to Employees they know and refrain from sending "e-mail blasts" (officewide or citywide e-mails) that may be viewed as a nuisance to a reasonable person. Employees may also work with their recognized Employee organizations to disseminate their request for leave donation. If requested by the Employee in the Request for Establishing Catastrophic Leave Bank form, the City will publicize on the Leave Administration section of the City's SAP System, the Employee requestor's name, and the dates the Catastrophic Leave Bank opens and closes.

B. Medical Leave-Sharing Plan Program Description

1. Purpose and Scope

The City of San Diego offers a Medical Leave-Sharing Plan and Leave Bank (Medical Leave Bank) to give City Employees the ability to assist other City Employees who face extended leaves without pay due to a major health crisis, whether their own, or that of a family member. Although this Program establishes a mechanism for leave transfers, participation is entirely voluntary.

Employees who are entitled to annual leave are eligible to request a Medical Leave Bank from their date of hire. Medical Leave Sharing determinations are non-grievable.

For purposes of this plan, a "major health crisis" is defined as: (1) the Employee's own medically certified "serious health condition," as defined by the federal Family and Medical Leave Act, (2) the medically-certified "serious health condition" of the Employee's spouse, parent, child, sibling, grandparent, or grandchild (or in-law or step-relative in one of these relationships), (3) the medically-certified "serious health condition" of the Employee's registered domestic partner, or (4) the death of the Employee's spouse, parent, child, sibling, grandparent, or grandchild (or in-law or step-relative in one of these relationships), or Employee's registered domestic partner (provided that a City of San Diego Affidavit of Domestic Partnership has been submitted). The determination of whether a major health crisis exists is made by the Human Resources Department Director or designee.

2. Procedures

a. Employee initiates a request for a Medical Leave Bank to be established in accordance with this policy.

1) The Employee must have exhausted or expect to exhaust their accrued leave, from both the Employee's annual leave and Catastrophic Leave – Annual Leave (CatLv-AL) buckets, as a result of a qualifying event in order to establish a Leave Bank.

i. If an Employee is diagnosed as terminally ill, a Medical Leave Bank may be established without meeting this requirement. In such cases, the donated leave will be paid out when the Employee leaves work due to illness.

ii. A recipient's total annual leave balance including donated leave cannot exceed 2,080 hours.

iii. A signed attestation from the employee is required which indicates that the employee expects to exhaust all their annual leave before accessing donated leave.

2) The Employee must receive **advance** approval **from their Supervisor** for any leave of absence.

a. Requests to establish a Medical Leave Bank to receive donations will be processed by the Human Resources Department.

1) An eligible Employee must submit a completed "Request to Establish Medical Leave Bank" form to the Human Resources Department, accompanied by:

i. A medical statement from the attending physician, including a brief statement describing the nature of the illness or injury and an estimated time the Employee will be unable to work, or other appropriate documentation supporting the request.

ii. Employees must also identify, on the Request to Establish Medical Leave Bank Form, the names of individuals or groups that may be informed, upon request, if the Medical Leave Bank has been approved. Employees who include a mailing address on the Request will be notified when the Medical Leave Bank is approved by the Human Resources Department.

iii. **A signed attestation from the employee is required which indicates that the employee expects to exhaust all of their annual leave before a Medical Leave Bank will be created.**

c. Donations of annual leave may be made to an Employee eligible for medical leave because of a major health crisis, as defined in the Purpose and Scope of this document. The donor's annual leave donation will be deducted from the donor department in the amount donated.

1). Donations of leave are strictly voluntary; the City will maintain the identity of Medical Leave Bank donors in absolute confidence.

2) Employees may only donate accrued annual leave.

3) Donations must be made in whole-hour increments.

4) Donation authorization requests that do not contain all requested information will not be processed.

5) The donor will not be taxed on the value of the leave they donate, but also cannot claim an expense, loss deduction, or charitable contribution for the donated leave.

6) Donors must have at least **80** hours of annual leave (which includes donated Medical Leave) and Catastrophic Leave remaining after the donated time has been deducted.

7) Once donated to the Medical Leave Bank, donated leave cannot be returned to the donor.

8) Employees who wish to donate leave must submit an electronic request through the Leave Administration section of the City's SAP System. Employees without access to the City's Active Directory may complete a "Confidential Authorization for Medical Leave Donation" form and submit it to the Human Resources Department.

d. Upon receipt of donation authorization forms, the City's SAP System will:

1) Verify that the donating Employee has the minimum required leave balance of **80** hours.

2) Convert the donated dollars as computed above to hours at the recipient's hourly rate. The recipient will be taxed for the leave when it is taken.

3) Ensure that all deductions (e.g. health premiums, parking, credit union, union dues, etc.) that have previously been authorized by the recipient are made unless the recipient has notified their Payroll Specialist in writing to cancel deductions.

4) Subtract the donated time from the donor's designated leave category; and

5) Add the donated hours to the recipient's annual leave balance.

e. Donated Medical Leave is treated as annual leave accrued by the recipient of the donation. Payments up to 80 hours per pay period will be made to the recipient until the donated leave has been exhausted.

1) Donated Medical Leave does not alter the employment rights of the City or the recipient, nor does it extend or alter limitations otherwise applicable to leaves of absence or annual leave, except as noted in this Plan.

2) Employees who are using donated annual leave hours will continue to

accrue annual leave in accordance with Personnel Manual Index Code I-2, Annual Leave.

3) Donated Medical Leave can only be used on a going forward basis.

3. Notification of the creation of a Medical Leave Bank to potential donors is the responsibility of the Employee, not the department. An Employee may use City e-mail for a one-time notification to other City Employees regarding the creation of their Medical Leave Bank. Such e-mail should not contain confidential information (e.g. details of their medical condition). All policies and procedures regarding ethical conduct, and the use of email, apply to such notices sent by Employees. Employees are encouraged to only send e-mails to Employees they know and refrain from sending "e-mail blasts" (officewide or citywide e-mails) that may be viewed as a nuisance to a reasonable person. Employees may also work with their recognized Employee organizations to disseminate their request for leave donation. If requested by the Employee in the Request for Establishing Medical Leave Bank form, the City will publicize on the Leave Administration section of the City's SAP System, the Employee requestor's name, and the dates the Medical Leave Bank opens and closes.

C. Child Care Annual Leave Exchange.

Annual Leave may be transferred between any City of San Diego Employees who jointly parent a child (which includes a biological, adopted, or foster child, a stepchild, or a legal ward, and is under 18 years old or has a mental or physical disability and is incapable of self-care), for the purpose of the birth of the child or joint adoption of the child, or for child care purposes, in accordance with the City's policies, upon the request of both the receiving Employee and the transferring Employee, and upon approval of the Employees' appointing authority, under the following conditions:

1. The receiving Employee is required to be absent from work due to the birth of the Employee's child or due to the joint adoption of a child, or for child care purposes.

2. Each transfer must be for a minimum of **eight** hours and in whole hour increments thereafter.

3. The transferring Employee must have at least **80** hours of annual leave (which includes donated Medical Leave) and Catastrophic Leave remaining after the donated time has been deducted.

4. The total annual leave received by an Employee for the purposes of the Child Care Annual Leave Exchange bucket shall normally not exceed 350 hours per fiscal year; however, if approved by the Employee's Appointing Authority, the total credits may be up to 700 hours. Total annual leave hours in excess of 700 hours will be considered on a case-by-case basis by the Appointing Authority.

5. The transfers are irrevocable and will be placed in a separate bucket for Child Care Annual Leave Exchange. The transferred annual leave hours received by the Employee for purposes of the Child Care Annual Leave Exchange will not count towards the Employee's maximum accumulation of annual leave that is provided for in Personnel Manual Index Code I-2. The transferred annual leave cannot be used for pay-in-lieu cash outs. The transferring Employee will be taxed for the leave when it is transferred to the receiving Employee.

6. The transfers shall be administered according to the rules and regulations promulgated by the City beginning on July 1, 2020.

D. Any unused annual leave under this Article will be paid out upon the Employee's separation from the City.

ARTICLE 74:
Side Letters

Effective July 1, 1994, all side letters previously in effect between the Parties are rescinded. The current MOU as printed will represent all agreements between MEA and City. All agreements, including department level agreements, from July 2, 1994 to June 30, 2012, will remain in effect. Effective July 1, 2012, any additional agreements will be made in writing between MEA and City, only with the approval of the Mayor or designee and the President of MEA or designee.

ARTICLE 75:
Tuition Refund Plan

A. Public Safety Exceptions to Tuition Reimbursements.

Management agrees to meet without impasse annually with MEA to review specific unique public safety exceptions to the tuition reimbursement process. Management's decision shall be final and non-grievable.

B. Criminalists' Training.

City agrees that if Criminalists are required by the department to attend training or instruction for the purpose of obtaining and maintaining a state certification/license, that the training, instruction, and attendance and related costs shall be treated within the meaning of Administrative Regulation 70.01, City Training Policy, and the Criminalists' attendance will be at City expense in accordance with the terms of A.R. 70.01.

C. Use of Tuition Reimbursement for Job-related Training.

100% of the tuition reimbursement benefit may be used by an Employee each fiscal year for reimbursement of seminars or other training and educational events which will maintain or enhance an Employee's job-related skills or knowledge or contribute to the Employee's broadening and diversification of their skills. An Employee shall submit a request for approval of the proposed reimbursable event in advance of attendance and pre-approval by the department is required for reimbursement. The Employee must subsequently submit satisfactory evidence of attendance at the training event in order to receive reimbursement. The Parties intend the general procedural requirements of the Tuition Refund Plan to be applicable except the requirement of a grade. It is the intent of the Parties that this provision will supplement rather than replace training funds previously made available by departments for the benefit of Employees. It is also the intent of the Parties that this opportunity to avail oneself of 100% of the Tuition Refund Plan benefit shall be at the initiation of the Employee based on their proposal for training or education.

D. Tuition Reimbursement Amount.

1. The City agrees to provide tuition reimbursement in the amount of two thousand dollars ($2,000) annually. Administrative Regulation 70.30 governs the administration of this program.

ARTICLE 76:
Appointing Authority Selection Feedback

Upon request, an Appointing Authority involved in a selection process shall provide feedback to those candidates not selected. The feedback will include how the candidate's experience and training compared to the announced criteria, and an assessment of candidate's interview skills.

ARTICLE 77:
Drug and Alcohol Screening

A. Department of Motor Vehicle (DMV) Drug and Alcohol Screening.

A random Drug and Alcohol Screening Program (urinalysis) has been implemented and applies to all Employees who undergo the biennial medical examination required by state law for DMV Class A and B drivers' licenses. All Employees required to have a Class A or B license for the performance of their regular duties must have the medical examination, and drug and alcohol test conducted by the medical examiner and testing laboratory designated by City. The scheduling of these medical examinations and drug tests will be determined by Management.

ARTICLE 78:
Reserved

Reserved.

ARTICLE 79:
Voluntary Certification Pay

A. To the extent an Employee is eligible for extra pay in addition to their base pay for their job classification, such extra pay is set forth on their biweekly paystub when detailing their regular wages. This extra pay is also identified in the Employee's Master Data in SAP. All extra pay as of the report date is reflected in the "Add-ons" list at the bottom of the report.

B. Employees must use the certification or be in a position where the certifications may be used in the performance of their duties as determined by the department to be eligible for the additional compensation.

C. Unless otherwise indicated, Voluntary Certification Pays under this Article cannot be combined for purposes of compensation.

1. Compensation may be provided for multiple certifications subject to the following criteria: (1) the employee must request approval for multiple certifications in writing

to the Human Resources Director via the employee's **Appointing Authority or designee**; (2) the request must describe the responsibilities and duties of their position that would be directly related to the additional certification and significantly enhanced by multiple certifications; and (3) the Human Resources Director will respond with **a written** approval or denial. The decision of the Human Resources Director is final.

NOTE: This section does not apply to Voluntary Certification Pay of classifications in the Public Utilities Department (PUD) listed under **Appendix E.** Employees in these classifications may not combine certifications for purposes of compensation, unless expressly stated in this Article.

2. For multiple certifications not specified in this Article, the request for certification pay must be submitted **in writing by the employee's Appointing Authority or designee** to the Human Resources Director, who will approve the request **in writing** if the certification is comparable to those identified in this Article. For purposes of this section, a certification is "comparable" if it is job-related and if it directly and significantly enhances the employee's ability to perform their responsibilities and duties.

D. The City agrees to provide reasonable assistance when necessary for the successful acquisition and maintenance of certifications. All manner of assistance currently being provided to eligible employees by their respective departments shall continue, including certification reimbursements, study aids, etc.

E. **Library Master's Degree Pay.**

Employees in the Librarian series who obtain the Master of Library Science or Master of Library Information Science or equivalent Master's Degree as determined by the Library Director, shall be eligible to receive additional compensation of five percent. **Effective July 1, 2027, full-time employees in the Literacy Tutor/Learner Coordinator series will be eligible for this add-on pay.**

F. **International Codes Council (ICC) Certification Pay.**

1. Employees in the classifications of Plan Review Specialist I, II, III, and IV, Supervising Plan Review Specialist**, and Principal Plan Review Specialist** who obtain and maintain the International Codes Council (ICC) certification **or an otherwise approved certification the City recognizes** as a Building Plans Examiner, **will** be eligible to receive additional compensation of five percent.

2. Employees in the option classification of Code Enforcement Coordinator who obtain and maintain the ICC certification, as determined by the Appointing Authority, shall be eligible to receive additional compensation of five percent.

3. Employees in the classifications of Senior Zoning Investigator and Zoning Investigator I and II who obtain and maintain the ICC certification, as determined by the Appointing Authority, shall be eligible to receive additional compensation of five percent.

4. Employees in an Inspector classification series (Combination, Life Safety, Mechanical, Electrical, Structural) who obtain and maintain one of the following ICC Fire

Inspection Certification(s) shall be eligible to receive additional pay of five percent:

Fire Sprinkler Systems
Fire Inspection
Fire Alarm Systems
Commercial Building Inspector

G. Computer Aided Design (CAD) and Drafting Certification Pay.

Employees in the classification of Principal Drafting Aide who obtain and maintain the Computer Aided Design and Drafting certification, as determined by the Engineering and Capital Projects Department, shall be eligible to receive additional compensation of five percent.

H. International Right of Way Association Certification Pay.

Employees in the classifications of the Agricultural Lease Manager and Property Agent series who obtain and maintain the International Right of Way Association certification shall be eligible to receive additional compensation of five percent.

I. Master Level Automotive Service Excellence Certification Pay.

Employees in the classifications of Equipment Repair Supervisor, **Metal Fabrication Services Supervisor** and Fleet Repair Supervisor who obtain and maintain the Master Level Automotive Service Excellence certification shall be eligible to receive additional compensation of five percent.

J. American Board of Forensic Documents Examiner III Certification Pay.

Employees in the classification of Document Examiner who obtain and maintain the American Board of Forensic Documents Examiner III certification shall be eligible to receive additional compensation of five percent.

K. Latent Print Examiner Certification Pay.

Employees in the classification of Latent Print Examiner II, Latent Print Examiner III, and Supervising Latent Print Examiner who obtain and maintain the certified Latent Print Examiner certification shall be eligible to receive the additional compensation of five percent.

L. **Certified Therapeutic Recreation Specialist/Recreation Therapist Certification Pay.**

Supervising Therapeutic Recreation Specialist, Therapeutic Recreation Specialist, Therapeutic Recreation Leader, Supervising Recreation Specialist, Recreation Specialist, Aquatics Recreation Specialist, Recreation Leader 1, Recreation Leader II, Supervising Aging Recreation Specialist, and Aging Recreation Specialist who obtain and maintain a Certified Therapeutic Recreation Specialist (CTRS) credential or Recreation Therapist Certification (RTC), as determined by the Parks and Recreation Department, shall be eligible to receive additional compensation of ten percent. **Effective July 1, 2027, District Managers will be eligible for this add-on pay.**

M. **Commercial Driver License Examination Certification Pay.**

Employees who obtain and maintain certification from the State of California Department of Motor Vehicles for Commercial Driver License Examination and conduct commercial driving tests for employees of the City of San Diego shall be eligible to receive additional pay of five percent.

N. **Wildfire Mitigation Specialist Certification Pay.**

Employees in the classification of Code Compliance Officer series, assigned to the Community Risk Reduction Division in the Fire-Rescue Department are eligible for a five percent Voluntary Certification Pay upon obtaining and maintaining the Certified Wildfire Mitigation Specialist Certification (CWMS) from the National Fire Protection Association (NFPA). Employees must maintain the certification, and all required educational and recertification requirements to continue receiving the Certification Pay. Proof of certification and recertification must be submitted to the Department Payroll Specialist in advance of expiration to avoid interruption of pay.

Public Utilities Department

O. Public Utilities Department (PUD) Water **Delivery Branch** Certified Distribution Operator Certification Pay.

1. **Eligibility:**

a. Employees in classifications which require a CDO certification from the State Water Resources Control Board or successor agency will not be eligible for certification pay for CDO certification at the level required for their position or classification.

b. To receive CDO certification compensation, employees must hold permanent, full-time status and meet performance standards at the time the certification pay is awarded.

c. Employees who hold either Temporary or Interim Distribution Operator certification from the State Water Resources Control Board or successor agency will not be eligible for certification pay.

d. Employees must maintain a Certified Distribution Operator, Temporary or Interim certification from the State Water Resources Control Board or

successor agency as required for their positions and/or classifications. Employees with interim certifications must become Certified Distribution Operators at the level appropriate for their classification/position.

e. Employees are required to provide a copy of their CDO certification from the State Water Resources Control Board or successor agency to the appropriate staff as defined in department policies to be eligible for and receive voluntary certification pay. Employees whose certifications expire will not be paid certification pay until a copy of the renewed CDO certification is presented to the appropriate staff.

2. Employees in the Water **Delivery Branch** in the classifications listed below under Eligible Classifications who obtain and maintain a Certified Distribution Operator (CDO) certification from the State Water Resources Control Board or successor agency will be compensated at the following rates:

D3: $.30/hour
D4: $.55/hour
D5: $.80/hour

Eligible Classifications:
General Water Utility Supervisor
Plant Technician Supervisor
Principal Water Utility Supervisor
Senior Water Utility Supervisor
Training Supervisor
Utility Supervisor
Water Utility Supervisor

3. Employees in the classifications listed below under Eligible Classifications whose positions require a CDO certification, Grade D3, from the State Water Resources Control Board or successor agency, and who obtain a CDO certification higher than that required for their position, will be compensated at the following rates:

D4: 5%/hour
D5: 7.5%/hour

Eligible Classifications:
Water Distribution Operations Supervisor
Water Systems Technician Supervisor
Water Systems District Manager

This certification pay can be combined with section **O(3)** of this Article.

4. Water Systems Technician IV.

a. Water Systems Technician IV **(Step A and B only)** whose positions require a CDO certification, Grade D2, from the State Water Resources Control Board or successor agency, and who obtain a CDO certification higher than that required for their classification, will be compensated at the following rates:

D3: $1.00/hour
D4: $2.00/hour
D5: $3.00/hour

b. Water Systems Technician IV (Steps C, D, and E only) whose positions require a CDO Grade D2 certification from the State Water Resources Control Board or successor agency, and who obtain a CDO certification higher than that required for their classification, will be compensated at the following:

D3: 2.5%/hour
D4: 5%/hour
D5: 7.5%/hour

c. This certification pay can be combined with section **O(3)** of this Article.

5. Senior Water Distribution Operations Supervisors who are in possession of a Water Distribution Operator D5 certificate from the State Water Resources Control Board or successor agency shall receive 7.5% per hour compensation. Employees shall be eligible for this additional pay upon presenting evidence that they possess a current, valid State certification.

6. Water Production Superintendents who are in possession of a certification issued by the State Water Resources Control Board or successor agency will be compensated at the following rates:

D3: 2.5%/hour
D4: 5%/hour
D5: 7.5%/hour
Chief DO: 10%/hour

For Chief DO compensation, a letter of acknowledgement from the State Water Resources Control Board or successor agency must be presented.

7. Senior Water Distribution Operations Supervisors will be eligible for 10% per hour compensation for possession of a Chief Distribution Operator (DO) certification issued by the State Water Resources Control Board or successor agency.

For Chief DO, a letter of acknowledgement from the State Water Resources Control Board or successor agency must be presented.

P. Backflow and Cross Connection Certification Pay.

1. Eligibility

a. In order to be eligible for the additional compensation listed under Section **P**, employees must hold permanent, full-time status, and meet performance standards at the time the certification pay is awarded. **Certification must be from an agency approved by the State of California's Division of Drinking Water.**

2. Employees in the **Public Utilities Department** in the classes listed in Appendix E who obtain and maintain certification in backflow maintenance or cross connection shall be eligible to receive the additional compensation of $.50 per hour for such certificate. Employees must use the certification or certifications as part of their employment to be eligible for the additional compensation.

3. Water Systems Technician Supervisor and Water Systems Technician IV who obtain and maintain certification in backflow maintenance or cross connection, and use the certification as part of their employment, shall be eligible to receive an additional $1.50 per hour, for a total of $2.00 per hour. This certification pay can be combined with sections **N(3)** and **N(4)** of this Article.

Q. California Water Environmental Association Certification Pay.

1. Eligibility

a. In order to be eligible for the additional compensation listed under Section **Q,** employees must hold permanent, full-time status, and meet performance standards at the time the certification pay is awarded.

2. Employees in the classifications listed in Appendix E (and excluding those listed in sections **Q** and **R**) who obtain and maintain a certification in a job-related specialty from the California Water Environment Association (CWEA) will be compensated at the following rates:

Grade II (Tech Cert Pay 1): $.55/hour
Grade III (Tech Cert Pay 2): $.80/hour
Grade IV (Tech Cert Pay 3): $1.05/hour

3. Employees in the classifications listed below who possess a certification in a job-related specialty from the CWEA will be compensated at the following rates, in addition to section **P.2** above:

CWEA2: $0.45/hour
CWEA3: $1.20/hour
CWEA4: $1.95/hour

Eligible Classifications:
Senior Water Utility Supervisor **(Steps A and B only)**
Water Utility Supervisor **(Steps A through C only)**

4. Employees in the classifications listed below who possess a certification in a job-related specialty from the CWEA will be compensated at the following rates in lieu of the additional pay under Sections **P.2** and **P.3** above:

CWEA2: 2.5%/hour
CWEA3: 5%/hour
CWEA4: 7.5%/hour

Eligible Classifications:
General Water Utility Supervisor
Instrumentation and Control Supervisor
Plant Process Control Supervisor
Plant Technician Supervisor
Principal Plant Technician Supervisor
Principal Water Utility Supervisor
Senior Plant Technician Supervisor
Senior Water Utility Supervisor (Steps C, D, and E only)
Water Utility Supervisor (Steps D and E only)

R. International Society of Automation Certification Pay.

1. Eligibility

a. Possession of the Level II certification from the International Society of Automation (ISA) may be required for classes listed in Section **P** above , three years from the date of implementation of the requirement, prospectively from that date for employees entering those classes. In the event that such a requirement is imposed, it will not apply to any employee who is already an incumbent of that classification. The City and MEA will meet and confer on the impact of any such changes.

2. Employees in the classifications of Electronics Technician Supervisor, Plant Process Control Supervisor, and Instrumentation and Control Supervisor within the Public Utilities Department in which the certificate is deemed job-related by Management, and who obtain and maintain a certification from the International Society of Automation (ISA) will be compensated at the following rates:

Level I: **$**.55/hour
Level II: $.80/hour

S. Stationary Engineer Certification Pay.

1. Eligibility

a. Possession of the Grade I Stationary Engineer certification for classes listed in Section **Q** above may be required within three years from the date of implementation, prospectively from that date for employees entering those classes. In the event that such a requirement is imposed, it will not apply to any employee who is already an incumbent of that classification. The City and MEA will meet and confer on the impact of any such changes.

2. Employees in the Power Plant Operator series (i.e., Power Plant Superintendent, Senior Power Plant Supervisor, and Power Plant Supervisor) who possess Stationary Engineer Certification issued by the National Institute for Licensing of Power Engineers will be compensated at the following rates:

Grade II: 2.5%/hour
Grade I: 5%/hour
Chief Certification: 7.5%/hour

T. Certified Treatment Operator Certification Pay.

1. Water Production Superintendents who are in possession of a certification issued by the State Water Resources Control Board or successor agency will be compensated at the following rates:

   T3: 2.5%/hour
   T4: 5%/hour
   T5: 7.5%/hour
   Chief PO: 10%/hour

   For Chief PO compensation, a letter of acknowledgement from the State Water Resources Control Board or successor agency must be presented.

2. Senior Water Operations Supervisors will be eligible for 10% per hour compensation for possession of a Chief Plant Operator (PO) certification issued by the State Water Resources Control Board or successor agency.

   For Chief PO compensation, a letter of acknowledgement from the State Water Resources Control Board or successor agency must be presented.

3. Water Operations Supervisors and Senior Water Operations Supervisors who are in possession of a Water Treatment Operator T5 certificate from the State Water Resources Control Board or successor agency shall receive 7.5% per hour compensation.

   Employees shall be eligible for this additional pay upon presenting evidence that they possess a current, valid State certification.

4. Pure Water Treatment Superintendents and Senior Pure Water Plant Operations Supervisors who are in possession of a T5 certification issued by the State Water Resources Control Board or successor agency shall receive 7.5% additional compensation.

5. Pure Water Plant Operations Supervisors who are in possession of a T4 or T5 certification issued by the State Water Resources Control Board or successor agency will be compensated at the following rates:

   T4: 5.0%/hour
   T5: 7.5%/hour

6. **This certification pay can be combined with Section V of this Article.**

U. Wastewater Treatment Plant Operations Certification Pay.

1. Employees in the classifications listed below under Eligible classifications who are in possession of a Grade V certification in Wastewater Treatment Plant Operations from the State Water Resources Control Board or successor agency will be eligible for 7.5% per hour compensation.

   Eligible Classifications:
   Senior Wastewater Operations Supervisor
   Wastewater Treatment Superintendent
   Wastewater Operations Supervisor

Pure Water Treatment Superintendent
Senior Pure Water Plant Operations Supervisor
Pure Water Plant Operations Supervisor

2. Employees in the classifications listed below under Eligible classifications who are in possession of a Grade IV certification in Wastewater Treatment Plant Operations from the State Water Resources Control Board or successor agency will be eligible for 5% per hour compensation:

Eligible Classifications:
Wastewater Operations Supervisor
Pure Water Plant Operations Supervisor

3. This certification pay can be combined with Section V of this Article.

V. Advanced Water Treatment Operator Certification Pay.

Employees in the Pure Water Plant Operator series (i.e., Pure Water Treatment Superintendent, Senior Pure Water Plant Operations Supervisor, and Pure Water Plant Operations Supervisor) Wastewater Treatment Operator Series (i.e. Wastewater Treatment Superintendent, Senior Wastewater Operations Supervisor, Wastewater Operations Supervisor), and the Water Treatment Operator Series (i.e. Water Production Superintendent, Senior Water Operations Supervisor, Water Operation Supervisor) who are in possession of an AWT Operator Certification issued by the CA-NV AWWA/CWEA will be compensated at the following rates:

AWT3: 2.5%/hour
AWT4: 5%/hour
AWT5: 7.5%/hour

If the AWT certification becomes a minimum requirement of the Pure Water Operations series due to change in regulations or operational reasons, the additional certification pay will discontinue and be added to the base pay of these classifications.

This certification pay can be combined with either Section T or Section U of this Article, but not both.

W. Employees in the classification of Principal Drafting Aide who obtain and maintain the Geographic Information Systems certification, as determined by the Public Utilities Department, shall be eligible to receive additional compensation of five percent. **Effective July 1, 2027, Senior Drafting Aide and Project Assistant will be eligible for the Geographic Information Systems certification pay**.

ARTICLE 80:
San Diego Fire-Rescue Department Emergency Command and Data Center (ECDC)

A. Emergency Medical Dispatch Certification Pay.

1. Employees in the classifications of Fire Dispatcher, Fire **Lead** Dispatcher, Fire Dispatch Supervisor, Fire Dispatch Administrator, and Dispatcher I and II must obtain and maintain Emergency Medical Dispatch (EMD) certification.

2. Eligible Employees with current EMD certification began receiving increases in their 5% EMD Certification Pay in the following amounts and on the following schedule:

   a. An additional five percent of base pay (for a total of ten percent) became effective the first full pay period following January 1, 2019.

   b. An additional five percent of base pay (for a total of fifteen percent) became effective the first full pay period following July 1, 2019.

   c. An additional two and a half percent of base pay (for a total of seventeen and a half percent) became effective the first full pay period following January 1, 2020.

3. This certification pay shall be considered a part of the Employee's base salary.

4. No Employee may simultaneously receive both EMD Certification Pay and the P.O.S.T. Certification Pay, defined in Article 21, section G.

B. **Quarterly** Meetings.

Fire-Rescue Department and MEA will meet on a **quarterly** basis**, or on other mutually agreed-upon dates,** to discuss **matters related to** staffing, equipment, call data, performance, and training issues for ECDC.

ARTICLE 81:
Military Leave

A. Employees who provide service in the "Uniformed Services," meaning the Armed Forces, the Army National Guard, and the Air National Guard (when engaged in active duty training, inactive duty training, or full-time National Guard duty), the commissioned corps of the Public Health service, and any other category of persons designated by the President in time of war or national emergency, are entitled to the rights and benefits provided by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), codified at 38 U.S.C. sections 4301 through 4335, and as amended in the future.

These members are also entitled to the leaves of absence provided by the California Military and Veteran's Code, as stated in Civil Service Rule X, codified at San Diego Municipal Code section 23.1107, and Personnel Manual Index Code I-10, Military Leave. Specifically, Employees who have been regularly employed by the City for one year or more immediately prior to requested military leave will receive their regular City compensation during the military leave, but not to exceed 30 calendar days in any fiscal year. Calendar days are computed in the manner stated in the Personnel Regulations Index Code I-10.

B. Employees must give no fewer than 21 days of notice to their supervisors prior to the start of the requested military leave, unless there are exceptional circumstances beyond the control of the Employee which originate from the Employee's military unit. If exceptional circumstances occur, Employees must provide reasonable notification. Employees must submit Form CS-14-25A (Request for Leave of Absence) showing Military Leave.

C. Employees may use annual leave, compensatory time, or special leave without pay, in addition to military leave when providing military service.

D. If an Employee is scheduled to work on a day of inactive duty training, City management will take all reasonable steps necessary to adjust the Employee's schedule to facilitate the military leave.

ARTICLE 82:
Reimbursement of Emergency Meals

Employees who ordinarily qualify for a meal during the performance of after-hours emergency work shall, with the proper receipts, be reimbursed up to a maximum allowance as set by the U.S. General Services Administration (GSA) per diem rates for Travel Meals and Incidentals in San Diego. Category (breakfast, lunch, or dinner) of reimbursement will be dependent on the time at which the meal period began. See time table below for categories of reimbursement:

- Breakfast Rate: 2:00am – 9:59am
- Lunch Rate: 10:00am – 5:59pm
- Dinner Rate: 6:00pm – 1:59am

ARTICLE 83:
Bereavement Leave

A. Eligibility.

Under the terms of this Article and the California Fair Employment and Housing Act (FEHA) at Government Code section 12945.7, Employees who have been employed by the City for at least 30 days are entitled to take up to five days of unpaid Bereavement Leave upon the death of each covered family member listed in Government Code section 12945.7.

Additionally, under the terms of this Article and FEHA at Government Code section 12945.6, employees who have been employed by the City for at least 30 days are entitled to take up to five days of unpaid reproductive loss leave following a "Reproductive Loss Event", as defined in Government Code section 12945.6. However, employees are limited to 20 days of reproductive loss leave within a 12-month period.

This unpaid **b**ereavement **and reproductive loss** will be referred to in this Article as "**Unpaid** Bereavement Leave."

Paid Bereavement Leave is available to full-time, three-quarter time, and half-time Employees for use during each fiscal year of this MOU upon the death of an Employee's spouse or state-registered domestic partner; parent (biological, step, adoptive, in-law, foster, legal guardian, or other person who stood in *loco parentis* (i.e., in place of a parent) to the Employee when the Employee was a child); sibling (biological, step, foster, adopted); child (biological, step, foster, adopted, legal ward, a child of a domestic partner, or a person to whom the Employee stands in *loco parentis*); grandparent (biological, in-law); and grandchild (biological, adopted).

Paid Bereavement is also available for full-time, three-quarter time, and half-time employees following a Reproductive Loss Event, which includes: failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

Neither Unpaid Bereavement **L**eave **nor Paid Bereavement Leave** is authorized for a death **or Reproductive Loss Event** that occurred before the Employee's hire date with the City of San Diego.

B. Bereavement Leave Hourly Totals.

Five days of **Unpaid** Bereavement Leave is the equivalent of 40 hours for full-time Employees assigned to a 40-hour work schedule, 30 hours for three-quarter time Employees, 20 hours for half-time Employees, and 10 hours for non-standard hour Employees.

Paid Bereavement Leave totaling 40 hours (regardless of the number of covered deaths) is available to each full-time employee for use during each fiscal year of this MOU upon the occurrence of a covered death or Reproductive Loss Event as described above.

Paid Bereavement Leave is prorated for three-quarter time Employees at 30 hours and half-time Employees at 20 hours per fiscal year of this MOU. Non-standard hour Employees are not eligible for Paid Bereavement Leave.

C. Documentation.

For Unpaid Bereavement Leave (except as noted below) and Paid Bereavement Leave, documentation of the death of the family member (death certificate; published obituary; written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency; Employee written attestation; etc.)**,** proof of miscarriage/stillbirth (a note from a healthcare provider) **or other Reproductive Loss Event (a note from a healthcare provider; dissolution or breach of an adoption/surrogacy agreement; employee written attestation; etc.)** must be submitted within 30 calendar days of when the Employee returns to work. Proof related to miscarriage/stillbirth may be submitted directly to the Human Resources Department in lieu of the Employee's department payroll specialist or supervisor, if preferred by the Employee. If such proof is not submitted within the specified timeframe, the bereavement leave will revert to available compensated leave, or unpaid leave, at the Employee's direction.

However, no documentation is required to use Unpaid Bereavement Leave for a Reproductive Loss Event.

D. Guidelines for Usage.

Paid Bereavement Leave runs concurrently with **Unpaid** Bereavement Leave. However, the leave days need not be consecutive. For **Unpaid** Bereavement Leave in excess of an Employee's Paid Bereavement Leave allotment, the Employee may use any accrued unused leave available to the Employee or unpaid leave. Both Paid Bereavement Leave and **Unpaid** Bereavement Leave must be taken in whole-hour increments.

Bereavement leave must be taken within 12 months of the covered death **or Reproductive Loss Event**, not to exceed 40 hours of Paid Bereavement Leave total for any one covered death **or Reproductive Loss Event**, which is prorated for three-quarter time and half-time Employees. Unused Paid Bereavement Leave during a fiscal year does not carry over to the next fiscal year.

ARTICLE 84:
Alcohol Consumption Prohibited

The consumption of alcohol is prohibited during work hours, including breaks and unpaid meal periods, per A.R. 97.00.

ARTICLE 85:
Discretionary Leave

A. **Except as provided in Article 21, Section K regarding those employees exempt from Mandatory Furlough in FY27 and FY28,** all fulltime bargaining unit members will receive 24 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 18 hours of Discretionary Leave for use during each fiscal year of this MOU. Half-time Employees will receive 12 hours of Discretionary Leave for use during each fiscal year of this MOU.

B. Each Employee will schedule their discretionary leave hours in the same manner as annual leave is presently scheduled pursuant to Article 18 of this MOU.

C. All leave granted under this Article must be used by June 30 of each fiscal year or it will be forfeited. The discretionary leave under this article does not have any cash value.

D. The forfeiture provision of Section C above does not amend, modify or alter any discretionary leave that may be granted under A.R. 95.91, Employee Rewards and Recognition Program.

ARTICLE 86:
Paid Sick Leave for Hourly Employees

A. This Article applies to hourly, **limited Employees, regardless of classification, who do not accrue annual leave.** The City **will** provide these Employees, **referred to in this Article as "Eligible Employees," with earned paid sick leave consistent with the Healthy Workplaces, Healthy Families Act of 2014, set forth in California Labor Code sections 245 through 249, as amended, and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance, codified in San Diego Municipal Code sections 39.0101 through 39.0116. The paid sick leave provided to Eligible Employees is referred to in this Article as "Paid Sick Leave for Hourly Employees" or "Paid Sick Leave." Capitalized terms used in this Article have the meanings stated in this Article, including in sections F, G, and H, unless otherwise specified.**

B. Eligible Employees will accrue Paid Sick Leave at a rate of one hour **of earned Paid Sick Leave** for every 30 hours worked, up to a maximum accrual of 80 hours **or 10 days of earned Paid Sick Leave, whichever is more, to be used for specified purposes and subject to specified terms and limitations.**

C. Eligible Employees **will** begin accruing Paid Sick Leave at the commencement of **their** employment, but may not use the **earned Paid Sick Leave** until the**ir** 90th calendar day of employment. **On and after their** 90th calendar day of employment, an Eligible Employee may

use **their earned** Paid Sick Leave as it is accrued, up to the maximum number of hours set forth in paragraph E below.

D. Under this Article, the 12-month period in which an Eligible Employee may accrue and use **earned** Paid Sick Leave is defined as the City's fiscal year.

E. Upon **an** the Eligible Employee's **oral** or written request, **the Eligible Employee** may use up to 40 hours **or five days of earned** Paid Sick Leave**, whichever is more,** in any fiscal year for any of the following reasons**, subject to specified terms and limitations**:

1. **For d**iagnosis, care, or treatment of an existing health condition of, or preventative care for, the Eligible Employee or **the Eligible Employee's** Family Member.

2. **When t**he Eligible Employee is physically or mentally unable to perform **their job** duties due to **the Eligible Employee's** illness, injury, or a medical condition.

3. **To serve as required by law on an inquest jury or trial jury, or to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.**

4. **For an Eligible Employee who is a Victim to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.**

5. **For an Eligible Employee who is a Victim or a Family Member of a Victim to attend judicial proceedings related to the crime, including, but not limited to, any delinquency proceeding, a postarrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is an issue.**

6. **For an Eligible Employee who is a Victim or who has a Family Member who is a Victim:**

    a. To obtain or attempt to obtain any relief for the Family Member, including, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the Family Member of the Victim.

    b. To seek, obtain, or assist a Family Member to seek or obtain, medical attention for or to recover from injuries caused by a Qualifying Act of Violence.

    c. To seek, obtain, or assist a Family Member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or Victim Services Organization or Agency as a result of a Qualifying Act of Violence.

    d. To seek, obtain, or assist a Family Member to seek or obtain psychological counseling or mental health services related to an experience of a Qualifying Act of Violence.

    e. To participate in safety planning or take other actions to increase safety from future Qualifying Acts of Violence.

f. To relocate or engage in the process of securing a new residence due to the Qualifying Act of Violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.

g. To provide care to a Family Member who is recovering from injuries caused by a Qualifying Act of Violence.

h. To seek, obtain, or assist a Family Member to seek or obtain civil or criminal legal services in relation to the Qualifying Act of Violence.

i. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the Qualifying Act of Violence.

j. To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the Qualifying Act of Violence.

7. **When the** Eligible Employee's place of business is closed by order of a public official due to a Public Health Emergency. "Public Health Emergency" means a state of emergency declared by any public official with the authority to do so, including officials with the City, County of San Diego, State of California, or the United States government.

8. **When the** Eligible Employee is providing care or assistance to **the Eligible Employee's** Child, whose school or child care provider is closed by order of a public official due to a Public Health Emergency.

F. For purposes of this Article, the terms "Victim," "Qualifying Act of Violence," and "Victim Services Organization or Agency," have the meanings set forth in Government Code section 12945.8, including the following:

1. "Victim" means an individual against whom a Qualifying Act of Violence is committed; a person against whom a specified crime has been committed; or a person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of specified crimes or delinquent acts.

2. "Qualifying Act of Violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime: domestic violence; sexual assault; stalking; an act, conduct, or pattern of conduct involving bodily injury or death to another individual; an act, conduct, or pattern of conduct involving an individual exhibiting, drawing, brandishing, or using a firearm, or other dangerous weapon, with respect to another individual; or an act, conduct, or pattern of conduct involving the use, or threat to use, force against another individual to cause physical injury or death.

3. "Victim Services Organization or Agency" means an agency or organization that has a documented record of providing services to victims.

G. Under this Article, the term "Family Member" means the Eligible Employee's child (biological, adopted, foster child, stepchild, legal ward, child of spouse, child of domestic

partner, or child of the Eligible Employee standing in loco parentis [i.e., in place of a parent], regardless of age or dependency status of the child); spouse; registered domestic partner; grandparent; grandchild; sibling; parent (biological, adoptive, or foster parent, stepparent, or parent of spouse or domestic partner); legal guardian of the Eligible Employee or the Eligible Employee's spouse or registered domestic partner; person who stood in loco parentis when the Eligible Employee was a minor child; or Designated Person for a 12-month period, as defined in Labor Code section 245.5 and Government Code section 12945.8.

H. For purposes of this Article, the term "Designated Person" means a person identified by the Eligible Employee at the time the Eligible Employee requests the use of earned Paid Sick Leave, as stated in Labor Code section 245.5. Eligible Employees are limited to one Designated Person per 12-month period for Paid Sick Leave. If an Eligible Employee's Designated Person passes away, the Eligible Employee may identify a new Designated Person. If an Eligible Employee wishes to identify a new Designated Person for the remainder of the 12-month period, they must submit documentation of the death of the Designated Person, including any of the following: death certificate; published obituary; written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency; or employee written attestation. This documentation must be submitted with the Eligible Employee's request to use earned Paid Sick Leave.

I. The City may require Eligible Employees to provide documentation substantiating the facts justifying their use of earned Paid Sick Leave, to the extent permitted by California law.

J. Paid Sick Leave will be paid at the Eligible Employee's regular rate of pay at the time the leave is taken. If an Eligible Employee, in the 90 days of employment before using accrued Paid Sick Leave, had different hourly pay rates, then the Eligible Employee will be compensated at the highest hourly pay rate earned, not including overtime premium pay, during the prior 90 days of employment. The City will pay Eligible Employees for accrued, used Paid Sick Leave on the payday covering the payroll period when the leave was used.

K. Eligible Employees must provide their supervisors with reasonable oral or written advance notice of their request to use earned Paid Sick Leave when the need for the leave is foreseeable. If the need for the leave is unforeseeable, Eligible Employees must provide notice of the need to use Paid Sick Leave as soon as practicable.

L. Any unused, accrued Paid Sick Leave will carry over to the following fiscal year of employment, up to a maximum accrual of 80 hours or 10 days, whichever is more.

M. Earned Paid Sick Leave may not be cashed out at any time.

N. If an Eligible Employee separates from employment with the City and is rehired within one year from the date of separation, the City will reinstate previously accrued and unused Paid Sick Leave. Eligible Employees may use the previously accrued and unused Paid Sick Leave and accrue additional Paid Sick Leave immediately upon rehire, under the conditions set forth in this Article. If an Eligible Employee does not return to City service within one year from the date of separation, all accrued and unused Paid Sick Leave will be forfeited.

O. If an Eligible Employee moves into a position or status that entitles them to accrue annual leave, then the employee will no longer be an Eligible Employee under this Article. However, once in the new position or status, the employee does not forfeit but is still entitled to use any unused Paid Sick Leave they accrued under this Article.

P. The earned Paid Sick Leave provided under this Article accrues concurrently with any additional sick leave benefit authorized by the City or approved by voters in the future, meaning the accumulated leave amounts under this Article and any future ordinance will not be added together to create a more generous benefit unless a future ordinance specifies otherwise.

Q. This Article is not intended to waive any rights of Eligible Employees under local, state, or federal law.

ARTICLE 87:
Parental Leave

In accordance with Administrative Regulation 95.89, for an Eligible Event that occurs between July 1, 2016 and June 30, 2023, paid Parental Leave of up to 160 hours for full-time, 120 hours for three-quarter time Employees and 80 hours for half-time Employees (which is in addition to Annual Leave) is available within 12 months of the birth/adoption or placement of a child, with a limit of one (1) eligible birth/adoption/placement per rolling 12-month period. For an Eligible Event that occurs on or after July 1, 2023, paid Parental Leave of up to 320 hours for full-time, 240 hours for three-quarter time Employees and 160 hours for half-time Employees will be available to an eligible Employee. Proof of birth/adoption or placement must be provided before an Employee can be paid for Parental Leave.

ARTICLE 88:
Pay-in-Lieu

A. Effective for all calendar years beginning on and after January 1, 2019, Employees may convert up to 125 hours of annual leave to cash as pay-in-lieu each calendar year, subject to the following rules:

1. If an Employee fails to elect by December 31st of the preceding calendar year to receive any of the annual leave hours they will earn in the following calendar year as pay-in-lieu, their annual leave will accrue in accordance with the applicable Personnel Regulation, Index Code 1-2.

2. If an Employee irrevocably elects by December 31st of the preceding calendar year to receive a portion of the annual leave hours they will earn in the following calendar year, not to exceed 125 hours total for the calendar year, as pay-in-lieu, the City will create an account where the Employee's designated pay-in-lieu accruals will be credited. This account will be referred to as a "pay-in-lieu bucket" ("PIL Bucket") and will be kept separate from the Employee's annual leave accrual account or "annual leave bucket" ("AL Bucket"). The Employee's election must designate the amount of their annual leave being earned each pay period which they wish to have credited to the PIL Bucket; this designation may be stated as an even percentage (e.g., 10%, 20%, 30%, 40%, etc.) of the leave earned during each pay period up to 100%. Starting with the first pay period of the calendar year, the PIL Bucket will be credited with the designated amount of the Employee's annual leave each pay period until the Employee's full election amount is reached, not to exceed 125 hours. Any annual leave being earned in a pay period which is not credited to the Employee's PIL Bucket will be credited to the Employee's AL Bucket. The balance available in the Employee's PIL Bucket, if any, will be specified on their timecard and paystub. In addition, the Employee's anniversary date and AL cap will also be displayed on the Employee's timecard.

3. An Employee must make an irrevocable election by December 31st of the preceding calendar year if the Employee wishes to participate in the pay-in-lieu of annual leave program for the following calendar year. Elections will not carry over from one calendar year to the next calendar year. An Employee who fails to elect by December 31st of the preceding calendar year to participate in the pay-in-lieu of annual leave program for the following year will be deemed to have elected not to participate, and they will be prohibited from receiving any pay-in-lieu during that year except as, and only to the extent, permitted under Section D.

4. At least 60 days in advance of this annual December 31st deadline, the City will provide Employees with notice and an explanation regarding the need for an irrevocable election as well as the relevant form for making the election. At the same time, the City will remind Employees of the citywide cap maximums and how the pay-in-lieu election affects that cap.

5. All pay-in-lieu hours which accumulate in the Employee's PIL bucket must be paid out to the Employee in the calendar year in which these hours are earned. Pay-outs will be either Employee-initiated or City-initiated. An Employee may make up to two requests during the calendar year for a payout from their PIL Bucket. The timing of either request is entirely up to the Employee and payment will occur as designated on the City approved form. However, an Employee cannot request the pay-out of any pay-in-lieu hours until those hours have been earned and accrued in their PIL bucket. Since no PIL hours may be carried over to the following year, the City will initiate a pay-out of all hours accrued in the Employee's PIL Bucket no later than the final paycheck issued in the calendar year regardless of the number of pay periods in the calendar year and regardless of the number of hours.

B. When an Employee chooses to cash out pay-in-lieu hours in the City's SAP Portal, they select the check date and the number of hours they wish to sell. The pay-in-lieu cash out request will be paid out based on their rate of pay on the pay period end date of the selected payment date. All pay-in-lieu pay-outs are taxable income, subject to all applicable withholdings and payroll deductions.

C. Existing caps on the accrual of annual leave will remain in effect. However, any hours up to the 125-hour maximum which an Employee allocates to their PIL bucket for the ensuing calendar year will not count toward the calculation of this cap.

D. Effective for calendar years beginning on and after January 1, 2019, an Employee's election with regard to pay-in-lieu shall be irrevocable except in the event of an unforeseeable financial emergency subject to the following rules:

1. In the event of an unforeseeable emergency, as defined in subsection 2, an Employee may apply to the Risk Management Department to receive pay-in-lieu of annual leave accrued on or after January 1, 2019, but limited to the amount that is reasonably necessary to satisfy the emergency need, including any amounts that may be necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated as a result of the cash out. If the Risk Management Department approves an Employee's application, the City will pay the Employee the pay-in-lieu amount the Risk Management Department deems necessary to meet the emergency need.

2. "Unforeseeable emergency" means a severe financial hardship of the Employee resulting from an illness or accident of the Employee, the Employee's spouse, or the Employee's dependent (as defined in Internal Revenue Code section 152, and, without

regard to Internal Revenue Code sections 152(b)(1), (b)(2), and (d)(l)(B)); loss of the Employee's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, such as damage that is the result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a direct result of events beyond the control of the Employee. For example, the imminent foreclosure or eviction from the Employee's home may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(b)(1), (b)(2), and (d)(l)(B)) of the Employee may also constitute an unforeseeable emergency. Neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency. Pay-in-lieu of annual leave on account of an unforeseeable emergency will not be paid to the extent that such an emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Employee's assets, to the extent liquidation of such assets would not itself cause severe financial hardship. For this purpose, an Employee cannot receive any pay-in-lieu of annual leave on account of an unforeseeable emergency to the extent that they have unused amounts accrued in their PIL Bucket.

ARTICLE 89:
Employee Contact Information

A. To ensure Employees receive any and all communications from the City, and that any contact information the City provides MEA pursuant to Government Code section 3558 or any other provision in this MOU is accurate, the City and MEA agree that Employees should keep the City updated on any changes to the Employee's home and personal cellular telephone number, any personal email addresses on file with the City, and the Employee's home address. To assist in this endeavor, Employees are required to update any changes in the above referenced contact information that is on file with the City by using the Employee Self-Service Portal within 14 calendar days of such a change. Employees may also use the Employee Self-Service Portal in SAP to request the non-disclosure of this information pursuant to Government Code section 7928.300(c).

B. To improve the accessibility of employee emergency contact information and to ensure compliance with the Workplace Know Your Rights Act (Labor Code section 1555), the City and MEA agree to the following:

1. Employees are required to provide their emergency contact information for use during emergencies.

2. Current employees must enter their emergency contact information through SAP's Employee Self-Service Portal by September 30, 2026, and thereafter as-needed to ensure the information remains current.

3. In accordance with state law, all existing employees will have the opportunity to designate an emergency contact no later than March 30, 2026.

4. Employees can designate a primary emergency contact and enter additional emergency contacts as needed or desired. A current phone number is required for each emergency contact. New employees will be prompted to enter their emergency

contact information through the New Employee Checklist in SAP at time of hire.

5. **In accordance with state law, employees may indicate whether they want their designated emergency contact(s) to be notified if they are arrested or detained at the worksite, during work hours, or during the performance of their job duties.**

6. **Employees may provide updated emergency contact information through the duration of their employment.**

7. **The City will issue an annual notification reminding employees to update their emergency contact information in SAP within 30 calendar days of such notice.**

8. **Only the employee's current Appointing Authority or higher in the chain-of-command will be able to access emergency contact information in SAP.**

9. **Emergency contact information will only be used in emergency circumstances.**

10. **In accordance with state law, when an employee has indicated that they want their designated emergency contact(s) to be notified in the event they are arrested or detained, the City will use emergency contact information to notify the employee's designated emergency contact(s) if the employee is arrested or detained on their worksite. If the arrest or detention occurs during work hours, or during the performance of the employee's job duties, but not on the worksite, the City will use emergency contact information to notify the employee's designated emergency contact(s) only when the City has actual knowledge of the arrest or detention of the employee. Human Resources will maintain the emergency contact database and an offline version that will be accessible during emergencies or times of network outages. Human Resources may provide hard copies to department management during these emergencies or times of network outages as needed.**

APPENDIX A:
Bargaining Units

Administrative Support and Field Service Unit

Account Clerk
Account Audit Clerk
Auto Messenger I
Auto Messenger II
Auto Parks Stock Clerk
Benefits Representative I
Benefits Representative II
Bookmobile Driver
Cashier
Claims Clerk
Clerical Assistant I
Clerical Assistant II
Collections Investigator I
Collections Investigator II
Collections Investigator Trainee
Contracts Processing Clerk
Court Support Clerk I
Court Support Clerk II
Customer Services Representative
Deputy City Clerk I
Development Services Permit Technician
Disposal Site Representative
Executive Assistant
Field Representative
Golf Operations Assistant
Legal Administrative Assistant I
Legal Administrative Assistant II
Legislative Recorder I
Legislative Recorder II
Library Assistant I
Library Assistant II
Library Technician
Office Support Specialist
Parking Enforcement Officer I
Parking Enforcement Officer II
Parking Enforcement Officer Trainee
Payroll Audit Specialist I
Payroll Audit Specialist II
Payroll Specialist I
Payroll Specialist II
Police Property and Evidence Lead Specialist
Police Property and Evidence Specialist
Police Records Clerk
Police Service Officer I
Police Service Officer II
Public Information Clerk
Public Information Specialist
Public Service Career Trainee
(if target class is in this unit)
Retirement Assistant
Senior Account Clerk
Senior Account Audit Clerk
Special Events Traffic Controller I
Special Events Traffic Controller II
Stock Clerk
Storekeeper I
Student Worker
Test Administration Specialist
Test Monitor I
Test Monitor II
Vehicle and Fuel Clerk

Professional Unit

Accountant I
Accountant II
Accountant III
Accountant Trainee
Aging Recreation Specialist
Agricultural Lease Manager
Airport Noise Abatement Officer
Aquatics Recreation Specialist
Arts Management Assistant
Arts Management Associate
Assistant Chemist (Terminal)
Assistant Compliance Officer
Assistant Dispute Resolution Officer
Assistant Economist
Assistant Engineer – Civil
Assistant Engineer - Corrosion
Assistant Engineer – Electrical
Assistant Engineer – Fire Protection
Assistant Engineer - Mechanical
Assistant Engineer - Traffic
Assistant Management Analyst
Assistant Landscape Designer

Assistant Planner
Assistant Procurement Contracting Officer
Assistant Property Agent
Assistant Rate Analyst
Assistant Trainer
Associate Communications Engineer
Associate Compliance Officer
Associate Economist
Associate Emergency Services Coordinator
Associate Engineer – Civil
Associate Engineer – Control Systems
Associate Engineer - Corrosion
Associate Engineer – Electrical
Associate Engineer – Fire Protection
Associate Engineer - Mechanical
Associate Engineer - Traffic
Associate Management Analyst
Associate Planner
Associate Procurement Contracting Officer
Associate Property Agent
Biologist II (Terminal)
Community Development Specialist I
Community Development Specialist II
Compliance Officer Trainee
Crime Scene Specialist III
Criminalist I
Criminalist II
Criminalist III
Development Project Manager I
Development Project Manager II
Development Project Manager III
Digital Equity Specialist
DNA Technical Manager
Economist
Emergency Services Coordinator
Environmental Biologist I
Environmental Biologist II
Environmental Health Inspector I
Environmental Health Inspector II
Environmental Scientist I
Environmental Scientist II
FEWD Manager
Finance Analyst I
Finance Analyst II
Finance Analyst III
Fitness Specialist
Hazardous Materials Inspector I
Hazardous Materials Inspector II
Hazardous Materials Inspector III
Hazardous Materials/Pretreatment Trainee
Insurance Analyst I
Insurance Analyst II
Junior Engineer – Civil
Junior Engineer - Corrosion
Junior Engineer – Electrical
Junior Engineer – Fire Protection
Junior Engineer - Mechanical
Junior Planner
Junior Property Agent
Lakes Program Manager
Land Surveying Assistant
Librarian I
Librarian II
Librarian III
Librarian IV
Library Assistant III
Literacy Analyst
Literacy Tutor/Learner Coordinator
Management Trainee
Marine Biologist II (Terminal)
Landscape Designer
Park Ranger
Park Ranger Aide
Procurement Contracting Trainee
Procurement Specialist (Terminal)
Programmer Analyst I
Programmer Analyst II
Programmer Analyst III
Project Assistant
Project Officer I
Property Agent
Public Information Officer
Public Service Career Trainee (if target class is in this unit)
Rate Analyst
Records Management Analyst
Recreation Center Director I
Recreation Center Director II
Recreation Center Director III
Recreation Specialist
Recycling Specialist I
Recycling Specialist II
Recycling Specialist III
Retirement Financial Specialist I
Retirement Financial Specialist II
Retirement Financial Specialist III
Retirement Financial Specialist Trainee
Safety Officer
Security Officer
Senior Compliance Officer

Senior Digital Equity Specialist
Senior Management Analyst
Senior Procurement Contracting Officer
Senior Public Information Officer
Senior Records Management Analyst
Senior Victim Services Coordinator
Storm Water Environmental Specialist I
Storm Water Environmental Specialist II
Storm Water Inspector I
Storm Water Inspector II
Storm Water Inspector III
Structural Engineering Assistant
Structural Engineering Associate
Therapeutic Recreation Specialist
Trainer
Wastewater Pretreatment Inspector I
Wastewater Pretreatment Inspector II
Wastewater Pretreatment Inspector III
Wildfire Mitigation Specialist

Supervisory Unit

Airport Manager
Aquatics Technician Supervisor
Area Manager
Area Refuse Collection Supervisor
Assistant Customer Services Supervisor
Assistant Golf Course Superintendent
Associate Chemist (Terminal)
Biologist III (Terminal)
Building Maintenance Supervisor
Building Services Supervisor
Building Supervisor
Carpenter Supervisor
Cemetery Manager
Code Compliance Supervisor
Collections Investigator Supervisor
Communications Technician Supervisor
Community Development Specialist III
Court Support Clerk Supervisor
Customer Services Supervisor
Deputy City Clerk II
Disposal Site Supervisor
District Manager
District Refuse Collection Supervisor
Electrician Supervisor
Electronics Technician Supervisor
Environmental Biologist III
Environmental Health Coordinator
Environmental Health Manager
Environmental Scientist III
Equipment Repair Supervisor
Equipment Trainer
Fire Dispatch Administrator
Fire Dispatch Supervisor
Fleet Repair Supervisor
Fleet Parts Buyer Supervisor
General Utility Supervisor
General Water Utility Supervisor
Golf Course Manager
Golf Course Superintendent
Golf Operations Supervisor
Graphic Communications Manager
Graphic Design Supervisor
Grounds Maintenance Manager
Grounds Maintenance Supervisor
Hazardous Materials Program Manager
Heating, Ventilating, & Air Conditioning Supervisor
Horticulturist
Instrumentation and Control Supervisor
Land Surveying Associate
Marine Biologist III (Terminal)
Metal Fabrication Services Supervisor
Metal Fabrication Supervisor
Motor Sweeper Supervisor
Multimedia Production Coordinator
Nursery Supervisor
Offset Press Supervisor
Painter Supervisor
Parking Enforcement Supervisor
Parking Meter Supervisor
Payroll Audit Supervisor
Payroll Supervisor
Pesticide Supervisor
Plant Maintenance Coordinator
Plant Process Control Supervisor
Plant Technician Supervisor
Plumber Supervisor
Police Code Compliance Supervisor
Police Dispatch Administrator
Police Dispatch Supervisor
Police Property and Evidence Supervisor
Police Records Data Specialist Supervisor
Power Plant Superintendent
Power Plant Supervisor

Principal Backflow and Cross Connection Specialist Supervisor
Principal City Attorney Investigator
Principal Clerk
Principal Customer Services Representative
Principal Legal Administrative Assistant
Principal Paralegal
Principal Plan Review Specialist
Principal Planner
Principal Plant Technician Supervisor
Principal Police Records Clerk
Principal Test Administration Specialist
Principal Utility Supervisor
Principal Water Resources Specialist
Principal Water Utility Supervisor
Print Shop Supervisor
Project Officer II
Public Information Supervisor
Public Works Dispatch Supervisor
Public Works Superintendent
Public Works Supervisor
Pump Station Operations Superintendent
Pump Station Operations Supervisor
Pure Water Plant Operations Supervisor
Pure Water Treatment Superintendent
Ranger/Diver Supervisor
Reservoir Maintenance Supervisor Roofing Supervisor
Safety and Training Manager
Senior Accounts Payable Audit Clerk
Senior Benefits Representative
Senior Biologist (Terminal)
Senior Building Maintenance Supervisor
Senior Cashier
Senior Chemist (Terminal)
Senior Civil Engineer
Senior Clerk/Typist
Senior Code Compliance Supervisor
Senior Combination Inspector
Senior Communications Engineer
Senior Communications Technician Supervisor
Senior Control Systems Engineer
Senior Corrosion Specialist
Senior Customer Services Representative
Senior Disposal Site Representative
Senior Disposal Site Supervisor
Senior Electrical Engineer
Senior Electrical Inspector
Senior Electrical Supervisor
Senior Engineer - Fire Protection
Senior Engineering Geologist
Senior Environmental Scientist
Senior Housing Inspector
Senior Land Surveyor
Senior Legal Administrative Assistant
Senior Legislative Recorder
Senior Library Technician
Senior Life Safety Inspector
Senior Marine Biologist (Terminal)
Senior Mechanical Engineer
Senior Mechanical Inspector
Senior Paralegal
Senior Park Ranger
Senior Parking Enforcement Supervisor
Senior Planner
Senior Plant Technician Supervisor
Senior Police Property and Evidence Supervisor
Senior Police Records Clerk
Senior Power Plant Supervisor
Senior Pump Station Operations Supervisor
Senior Pure Water Plant Operations Supervisor
Senior Structural Inspector
Senior Systems Analyst
Senior Test Administration Specialist
Senior Traffic Engineer
Senior Utility Supervisor
Senior Wastewater Operations Supervisor
Senior Water Distribution Operations Supervisor
Senior Water Operations Supervisor
Senior Water Utility Supervisor
Sign Shop Supervisor
Special Events Traffic Control Supervisor
Storekeeper II
Storekeeper III
Stores Operations Supervisor
Storm Water Compliance Manager
Storm Water Environmental Specialist III
Structural Engineering Senior
Supervising Academy Instructor
Supervising Aging Recreation Specialist
Supervising Aquatics Recreation Specialist
Supervising Cal-ID Technician
Supervising Compliance Officer
Supervising Crime Scene Specialist
Supervising Criminalist
Supervising Custodian
Supervising Development Project Manager
Supervising Disposal Site Representative
Supervising Field Representative

Supervising Hazardous Materials Inspector
Supervising Latent Print Examiner
Supervising Librarian
Supervising Meter Reader
Police Lead Dispatcher
Supervising Park Ranger
Supervising Plan Review Specialist
Supervising Polygrapher
Supervising Procurement Contracting Officer
Supervising Property Agent
Supervising Public Information Officer
Supervising Recreation Specialist
Supervising Storm Water Inspector
Supervising Therapeutic Recreation Specialist
Supervising Wastewater Pretreatment Inspector
Traffic Signal Supervisor
Training Supervisor
Tree Maintenance Supervisor
Utility Supervisor
Warehouse Manager
Wastewater Operations Supervisor
Wastewater Pretreatment Program Manager
Wastewater Treatment Superintendent
Water Distribution Operations Supervisor
Water Operations Supervisor
Water Production Superintendent
Water Resources Specialist
Water Systems District Manager
Water Systems Technician Supervisor
Water Utility Supervisor
Wildfire Mitigation Specialist Supervisor
Work Control Manager

<u>Technical Unit</u>

Administrative Aide I
Administrative Aide II
Assistant Laboratory Technician
Assistant Recreation Center Director
Business Systems Aide
Buyer's Aide I
Buyer's Aide II
Cal-ID Technician
City Attorney Investigator I
City Attorney Investigator II
City Attorney Investigator Trainee
Claims Aide
Claims Representative I
Claims Representative II
Code Compliance Officer
Combination Inspector I
Combination Inspector II
Crime Scene Specialist I
Crime Scene Specialist II
Dispatcher I
Dispatcher II
Dispute Resolution Officer
Document Examiner I
Document Examiner II
Document Examiner III
Drafting Aide
Electrical Inspector I
Electrical Inspector II
Electronic Publishing Specialist
Engineering Trainee
Fire Dispatcher
Fire Lead Dispatcher
Fleet Parts Buyer
Geographic Information Systems Technician
Graphic Designer
Housing Inspector I
Housing Inspector II
Hydrography Aide
Information Systems Technician
Interview and Interrogation Specialist I
Junior Engineering Aide
Laboratory Assistant
Laboratory Technician
Lake Aide I
Lake Aide II
Lake Ranger
Latent Print Examiner I
Latent Print Examiner II
Latent Print Examiner III
Latent Print Examiner Aide
Liability Claims Aide
Liability Claims Representative I
Liability Claims Representative II
Life Safety Inspector I
Life Safety Inspector II
Mechanical Inspector I
Mechanical Inspector II
Multimedia Production Specialist
Paralegal
Personnel Assistant I

Personnel Assistant II
Plan Review Specialist I
Plan Review Specialist II
Plan Review Specialist III
Plan Review Specialist IV
Planning Technician I
Planning Technician II
Planning Technician III
Police Code Compliance Officer
Police Dispatcher
Police 911 Dispatcher
Police Investigative Service Officer I
Police Investigative Service Officer II
Police Lead Dispatcher
Police Records Data Specialist
Polygrapher I
Polygrapher II
Polygrapher III
Pool Guard I
Pool Guard II
Principal Backflow and Cross Connection Specialist
Principal Corrosion Engineering Aide
Principal Drafting Aide
Principal Engineering Aide
Principal Survey Aide
Principal Traffic Engineering Aide
Public Service Career Trainee (if target class is in this unit)
Public Works Dispatcher
Ranger/Diver I
Ranger/Diver II
Recreation Aide
Recreation Leader I
Recreation Leader II
Safety Representative I
Safety Representative II
Security Representative I
Security Representative II
Senior Backflow and Cross Connection Specialist
Senior City Attorney Investigator
Senior Claims Representative
Senior Corrosion Engineering Aide
Senior Drafting Aide
Senior Engineering Aide
Senior Liability Claims Representative
Senior Police Records Data Specialist
Senior Survey Aide
Senior Workers' Compensation Claims Representative
Senior Zoning Investigator
Structural Inspector I
Structural Inspector II
Student Engineer
Swimming Pool Manager I
Swimming Pool Manager II
Swimming Pool Manager III
Therapeutic Recreation Leader
Victim Services Coordinator
Water Safety Instructor
Water Systems Technician IV
Water Utility Parts Buyer
Workers' Compensation Claims Aide
Workers' Compensation Claims Representative I
Workers' Compensation Claims Representative II
Zoning Investigator I
Zoning Investigator II

APPENDIX B:
Uniforms

A. Area Refuse Collection Supervisor.

Items Required:

1. Pants (Dress Slacks, tan, black or navy blue) (10)
2. Polo Shirts with Logo (short or long sleeve) black, tan, white or gray (10)
3. Jacket (Dickey) (1)*
4. Friday – optional to wear black or navy jeans with Polo shirt with logo

B. Environmental Services Department Safety Representatives I and I, Safety Officer, and Safety & Training Manager.

Items Required:

1. Pants (Dress Slacks, tan, black or navy blue) (10)
2. Polo Shirts with Logo (short or long sleeve) black, tan, white or gray (10)
3. Jacket (Dickey) (1)*
4. Friday – optional to wear black or navy jeans with Polo shirt with logo

C. Auto Messenger (Mailroom Personnel – 20th and B and Library).

Items Required:

1. Shirt (5), with City logo
2. Pants/shorts (5)
3. Jacket (1) with City logo
4. Hats (1) with City logo
5. Gloves (issues)

D. Parking Enforcement Officers I and II, Parking Enforcement Supervisor, and Senior Parking Enforcement Supervisor.

Items Required:

1. Slacks (5)
2. Belt
3. Tie
4. Hat (2) (optional)
5. Jacket (Chill Chaser) (1)
6. Shirt, Long or Short Sleeve (5)
7. Jacket (Tuffy) (1) (optional)
8. Radio Holder (Issued)
9. Gloves
10. Turtleneck Sweater (1) (optional)
11. Turtleneck Dickie (1) (optional)
12. Name Tag (Issued)

13. Shorts (optional)
14. Sweater (optional)
15. Polo Shirt with logo (optional)
16. Shoes

Parking Enforcement Officers must maintain a minimum of 5 shirts and 5 pants or shorts, which must include at least one pair of regular slacks, one required long sleeve shirt and one required short sleeve shirt.

E. Police Investigative Service Officer I and II.

Items Required:

1. Tie
2. Belt
3. Shirt, Long or Short Sleeve (3)
4. Slacks (3)
5. Jacket (Chill Chaser)
6. Utility Belt
7. Belt Keepers (4)
8. Patches (as required by the Police Department)
9. Name Tag
10. Radio Holder*
11. Expandable Baton

F. Police Code Compliance Officer and Police Code Compliance Supervisor**.

Items Required:

1. Belt
2. Shirt (3)
3. Slacks (3)
4. Jacket (Chill Chaser)
5. Hat
6. Utility Belt
7. Belt Keepers (4)

G. Special Events Traffic Controller I and II; Special Events Traffic Control Supervisor.

Items Required:

1. Shirt, Long or Short Sleeve (2)
2. Slacks / Shorts (Optional) (2)
3. Belt (1)
4. Hat (1)
5. Jacket (Chill Chaser) (1)
6. Name Tag (1)
7. Sweater (1) (Optional)

H. Code Compliance Officer and Code Compliance Supervisor (Public Utilities Department).

Items Required:

1. Belt (Black)
2. Shirt (5) (White)
3. Slacks (5) (Navy)
4. Jacket (Chill Chaser) (Blue)

I. Code Compliance Officer, Code Compliance Supervisor and Senior Code Compliance Supervisor (Fire-Rescue Department)

Items Required:

1. Shirts – (4) Navy Blue, White, Red, Gray – Polo Style, Long or Short Sleeve
2. Pants – (3) Navy Blue – Cargo Style
3. Belt – (1) Black
4. Jacket – (1) Navy Blue Collard
5. Sweatshirt – (1) Navy Blue – Hood Pullover
6. Hat – (1) Navy Blue – Adjustable Baseball Style
7. Hat – (1) Navy Blue – Floppy

J. Field Representative.

1. (Parking Enforcement)

   Items Required:

   a. Shirts/Blouses (3)
   b. Pants/Slacks (3)
   c. Jacket (Chill Chaser)
   d. Belt
   e. Hat

2. Uniform Reimbursement Items.

   ** When boots are required, the Department shall provide them or reimburse Employees for their cost.

K. Swimming Pool Manager; Pool Guard I; Pool Guard II.

Items Required:

1. Swim Suit (2)
2. T-shirts (5)
3. Hat
4. Sweatshirt
5. Collared Shirt (3) Managers Only
6. Sunglasses

L. **Park Ranger Aide,** Park Ranger**, Senior Park Ranger, and Supervising Park Ranger**.

Items Required:

1. Trousers, Denim (3)
2. Shorts, Bush/6 pocket and Bicycle Compatible (2)
3. Shirts, Long Sleeve (2)
4. Shirts, Short Sleeve (2)
5. Hat, Stetson (Straw) (1)
6. Hat, Stetson (Felt)
7. Hat Band, Leather (2)
8. Polo Shirt with Name & Logo (3)
9. Belt
10. Name Tags (2)
11. Jacket with zip in liner
12. Cap (1)
13. Wool blend trousers (1)*
14. Eisenhower wool blend jacket*

M. Grounds Maintenance Supervisors, Park **Utility** Supervisor, Utility Supervisor (Mission Bay Park and Shoreline Park Sections).

Items Required:

1. Trousers (7)*
2. Shirts (7)*
3. Jacket (1) upon request*
4. Cap (1) upon request*
5. T-shirts (optional)
6. Sweatshirts (optional)

*Uniform Reimbursement Items

N. Ranger/Diver I and II, and Ranger/Diver Supervisor.

Items Required:

1. Dress shirt with patches (3)
2. Golf/Polo Shirt (5)
3. Tee Shirt (5)
4. Utility Pants (5)
5. Shorts (5)
6. Nylon Windbreaker with fleece flannel lining
7. Name Tag
8. Badge
9. Full Brim Hat
10. Boot plain toe
11. Duty belt (Belt Keepers, pepper spray and holder, expandable baton and holder, handcuffs and holder, radio holder, multi tool and holder, glove pouch, light with holder, tourniquet

with holder, key quitter)
12. Ticket Book
13. Duty Bag

O. Parking Meter Supervisor

Items Required:

1. Black Pants or shorts (5)
2. Shirts (5)
    a. Blue polo with City/dept patch or:
    b. Blue button-down shirt with Parking Enforcement patches
3. Belt
4. Hat (2) – optional
5. Jacket (1)
6. Shoes
    a. Athletic/walking/running for daily wear
    b. Steel toe for construction – as needed

APPENDIX C:
Appearance Guidelines

A. All City Employees shall maintain a professional appearance through attire reflecting the specific requirements of his/her job duties.

B. All Employees shall dress in clean clothing, free of tears.

C. Each Employee shall maintain an inoffensive level of personal hygiene.

D. Each Employee shall wear any required Personal Protective Equipment.

E. For office personnel, shorts, tank or midriff tops, see-through clothing and flip-flops or thongs are inappropriate.

F. For office personnel whose job assignments include contact with the public, sweat or jogging outfits or T-shirts of any kind are inappropriate.

G. Field personnel shall wear full shirts and pants or approved shorts, as well as sturdy, enclosed shoes for safety reasons. For field personnel, inappropriate apparel includes tank or midriff tops, see-through clothing and cut-off shorts.

H. For field personnel who job assignments include contact with the public, T-shirts of any kind are inappropriate.

I. No Employee may wear any article of clothing, which bears a sexually suggestive or profane symbol or word.

J. Exceptions to these guidelines include the following or similar circumstances:

1. Uniformed personnel.

2. Special occasions designated by the Department Director or designee.

3. Employees relocating offices, or performing other atypical or unusual job duties.

K. These guidelines establish minimum standards normally applicable. They will be reasonably applied in order to accommodate the various situations not susceptible to enumeration.

APPENDIX D:
Addendum to Article 38, Mileage

Classifications Categorically Eligible for "D" Mileage

Area Manager
City Attorney Investigator **I**
City Attorney Investigator II
City Attorney Investigator Trainee
Code Compliance Officer
Code Compliance Supervisor
Combination Inspector I
Combination Inspector II
District Manager
Electrical Inspector I
Electrical Inspector II
Environmental Health Manager
Field Representative
Hazardous Materials Inspector I
Hazardous Materials Inspector I (Option Class: Solid Waste Inspector I)
Hazardous Materials Inspector II
Hazardous Materials Inspector II (Option Class: Solid Waste Inspector II)
Hazardous Materials Inspector III
Hazardous Materials Inspector III (Option Class: Solid Waste Inspector III)
Hazardous Materials/Pretreatment Trainee
Hazardous Materials Program Manager
Information Systems Technician
Mechanical Inspector I
Mechanical Inspector II
Power Plant Superintendent
Power Plant Supervisor
Principal City Attorney Investigator
Public Works Superintendent
Pump Station Operations Supervisor
Safety Officer
Safety Representative I
Safety Representative II
Senior City Attorney Investigator
Senior Combination Inspector
Senior Electrical Inspector
Senior Electrical Supervisor
Senior Mechanical Inspector
Senior Structural Inspector
Senior Power Plant Supervisor
Senior Pump Station Operations Supervisor
Senior Wastewater Operations Supervisor
Senior Zoning Investigator
Structural Engineering Senior
Structural Inspector I
Structural Inspector II
Supervising Field Representative
Supervising Hazardous Materials Inspector
Wastewater Operations Supervisor
Zoning Investigator I
Zoning Investigator II

APPENDIX E:
Voluntary Certification Pay

Classes Eligible for Voluntary Certification Pay:

Water Production Superintendent
Senior Water Distribution Operations Supervisor
Water Distribution Operations Supervisor

Water Production Superintendent
Senior Water Operations Supervisor
Water Operations Supervisor

Senior Wastewater Operations Supervisor
Wastewater Operations Supervisor
Wastewater Treatment Superintendent

Pure Water Treatment Superintendent
Senior Pure Water Plant Operations Supervisor
Pure Water Plant Operations Supervisor

General Water Utility Supervisor
Principal Water Utility Supervisor
Senior Water Utility Supervisor
Water Utility Supervisor

Water Systems District Manager
Water Systems Technician Supervisor
Water Systems Technician IV

Principal Plant Technician Supervisor
Senior Plant Technician Supervisor
Plant Technician Supervisor

Power Plant Superintendent
Senior Power Plant Supervisor
Power Plant Supervisor

Plant Process Control Supervisor

Instrumentation and Control Supervisor

Electronics Technician Supervisor

Senior Plant Technician Supervisor (Senior Maintenance Coordinator)
Plant Maintenance Coordinator

Hazardous Materials Program Manager
Supervising Hazardous Materials
Inspector

Hazardous Materials Inspector I
Hazardous Materials Inspector II
Hazardous Materials Inspector III
Hazardous Materials/Pretreatment Trainee
Wastewater Pretreatment Inspector I
Wastewater Pretreatment Inspector II
Wastewater Pretreatment Inspector III
Wastewater Pretreatment Program Manager
Supervising Wastewater Pretreatment Inspector

Stormwater Inspector I
Stormwater Inspector II
Stormwater Inspector III
Supervising Storm Water Inspector
Storm Water Compliance Manager

Supervising Plan Review Specialist

Plan Review Specialist I
Plan Review Specialist II
Plan Review Specialist III
Plan Review Specialist IV

Employee in the Option Classification of Code Enforcement Coordinator

Principal Drafting Aide

Senior Zoning Investigator
Zoning Investigator I
Zoning Investigator II

Agricultural Lease Manager

Equipment Repair Supervisor

Fleet Maintenance Supervisor

Metal Fabrication Supervisor

Document Examiner

Assistant Property Agent
Associate Property Agent
Property Agent
Supervising Property Agent

Librarian I

Librarian II
Librarian III
Librarian IV
Supervising Librarian

Latent Print Examiner II
Latent Print Examiner III
Supervising Latent Print Examiner

Combination Inspector I
Combination Inspector II
Senior Combination Inspector

Electrical Inspector I
Electrical Inspector II
Senior Electrical Inspector

Mechanical Inspector I
Mechanical Inspector II
Senior Mechanical Inspector

Life & Safety Inspector I
Life & Safety Inspector II
Senior Life & Safety Inspector

Mechanical Inspector I
Mechanical Inspector II
Senior Mechanical Inspector

Structural Inspector I
Structural Inspector II
Senior Structural Inspector

Equipment Trainer
Trainer Supervisor

Senior Backflow & Cross Connection Specialist
Principal Backflow & Cross Connection Specialist
Principal Backflow & Cross Connection Specialist Supervisor

APPENDIX F:
MEA-Represented Classifications By Classification Series

Account Audit Clerk Series
Account Audit Clerk
Senior Account Audit Clerk

Account Clerk Series
Account Clerk
Senior Account Clerk

Accountant Series
Accountant Trainee
Accountant I
Accountant II
Accountant III

Administrative Aide Series
Administrative Aide I
Administrative Aide II

African Service Officer Option Series
Police Service Officer I (African Service Officer)
Police Service Officer II (African Service Officer II)

Aging Recreation Specialist Series
Aging Recreation Specialist
Supervising Aging Recreation Specialist

Airport Operations Series
Airport Manager

Airport Property Agent Option Series
Property Agent (Airport Property Agent)
Supervising Property Agent (Supervising Airport Property Agent)

Aquatics Recreation Specialist Series
Aquatics Recreation Specialist
Supervising Aquatics Recreation Specialist

Aquatics Technician Series
Aquatics Technician Supervisor

Area Manager Series
Area Manager

Arts Management Analyst Series
Arts Management Assistant
Arts Management Associate

Assistant Engineer – Mechanical (Motive Equipment Engineer)

Associate Engineer – Mechanical (Water Conservation Engineer)

Auto Messenger Series
Auto Messenger I
Auto Messenger II

Auto Parts Stock Clerk

Backflow & Cross Connection Specialist Series
Senior Backflow & Cross Connection Specialist
Principal Backflow & Cross Connection Specialist
Principal Backflow & Cross Connection Supervisor

Benefits Representative Series
Benefits Representative I
Benefits Representative II
Senior Benefits Representative

Biologist Series (Terminal)
Biologist I (Terminal)
Biologist II (Terminal)
Biologist III(Terminal)
Senior Biologist (Terminal)

Bookmobile Driver

Building Maintenance Supervisor Series
Building Maintenance Supervisor
Senior Building Maintenance Supervisor

Building Service Technician Series
Building Supervisor
Building Service Supervisor

Business Systems Aide

Buyer's Aide Series
Buyer's Aide I
Buyer's Aide II

Cal-Id Technician Series
Cal-Id Technician
Supervising Cal-Id Technician

Carpenter Series
Carpenter Supervisor

Cashier Series
Cashier
Senior Cashier

Cemetery Manager

Chemist Series (Terminal)
Assistant Chemist (Terminal)
Associate Chemist (Terminal)
Senior Chemist (Terminal)

City Attorney Investigator Series
City Attorney Investigator Trainee
City Attorney Investigator I
City Attorney Investigator II
Senior City Attorney Investigator
Principal City Attorney Investigator

Claims Aide

Claims Clerk

Claims Representative Series
Claims Representative I
Claims Representative II
Senior Claims Representative

Clerical Assistant II (Temporary Pool)

Clerical Assistant Series
Clerical Assistant I
Clerical Assistant II

Clerk/Typist Series
Senior Clerk/Typist
Principal Clerk

Code Compliance Officer Series
Code Compliance Officer
Code Compliance Supervisor
Senior Code Compliance Supervisor

Collections Investigator I (Legal)

Collections Investigator Series
Collections Investigator Trainee
Collections Investigator I
Collections Investigator II
Collections Investigator Supervisor

Combination Inspector Series
Combination Inspector I
Combination Inspector II
Senior Combination Inspector

Communications Engineer Series
Associate Communications Eng
Senior Communications Engineer

Communications Technician Series
Communication Technician Supervisor
Senior Communications Technician Supervisor

Community Development Specialist
Community Development Specialist I
Community Development Specialist II
Community Development Specialist III

Compliance Officer Series
Compliance Officer Trainee
Assistant Compliance Officer
Associate Compliance Officer
Supervising Compliance Officer

Contracts Processing Clerk

Contract Specialist Option Series
Assistant Engineer-Civil (Contract Specialist)
Associate Engineer-Civil (Senior Contract Specialist)
Senior Civil Engineer (Principal Contract Specialist)

Corrosion Engineering Aide Series
Senior Corrosion Engineering Aide
Principal Corrosion Engineering Aide

Court Support Clerk Series
Court Support Clerk I
Court Support Clerk II
Court Support Clerk Supervisor

Crime Scene Specialist Series
Crime Scene Specialist I
Crime Scene Specialist II
Crime Scene Specialist III
Supervising Crime Scene Specialist

Criminalist DNA Option Series
Criminalist I (DNA)
Criminalist II (DNA)
DNA Technical Manager
Supervising Criminalist (DNA)

Criminalist Series
Criminalist I
Criminalist II
Criminalist III
Supervising Criminalist

Custodian Series
Supervising Custodian

Customer Services Representative Series
Customer Services Representative
Senior Customer Services Representative
Principal Customer Services Representative
Assistant Customer Services Supervisor
Customer Services Supervisor

Deputy City Clerk Series
Deputy City Clerk I
Deputy City Clerk II

Development Project Manager Series
Development Project Manager I
Development Project Manager II
Development Project Manager III
Supervising Development Project Manager

Development Services Permit Technician

Digital Equity Specialist Series
Digital Equity Specialist
Senior Digital Equity Specialist

Dispatcher Series
Dispatcher I
Dispatcher II

Disposal Site Representative Series
Disposal Site Representative
Senior Disposal Site Representative
Supervising Disposal Site Representative

Disposal Site Supervisor Series
Disposal Site Supervisor
Senior Disposal Site Supervisor

Dispute Resolution Officer Series
Assistant Dispute Resolution Officer
Dispute Resolution Officer

District Manager

Documents Examiner Series
Documents Examiner I
Documents Examiner II
Documents Examiner III

Drafting Aide Series
Drafting Aide

Senior Drafting Aide
Principal Drafting Aide

Economist Series
Assistant Economist
Associate Economist
Economist

Electrical Inspector Series
Electrical Inspector I
Electrical Inspector II
Senior Electrical Inspector

Electrician Series
Electrician Supervisor

Electronics Technician Series
Electronics Technician Supervisor

Emergency Services Coordinator Series
Associate Emergency Service Coordinator
Emergency Services Coordinator
Senior Emergency Services Coordinator

Engineer – Civil Series
Junior Engineer-Civil
Assistant Engineer-Civil
Associate Engineer-Civil
Senior Civil Engineer

Engineer – Control Systems Series
Associate Engineer – Control Systems
Senior Control Systems Engineer

Engineer – Corrosion Series
Junior Engineer - Corrosion
Assistant Engineer-Corrosion
Associate Engineer-Corrosion
Senior Corrosion Specialist

Engineer – Electrical Series
Junior Engineer-Electrical
Assistant Engineer-Electrical
Associate Engineer-Electrical
Senior Electrical Engineer

Engineer – Fire Protection Series
Junior Engineer-Fire Protection
Assistant Engineer-Fire Protection
Associate Engineer-Fire Protection
Senior Engineer-Fire Protection

Engineer – Geologist Option Series
Junior Engineer-Civil (Junior Engineer Geologist)
Assistant Engineer-Civil (Assistant Engineer-Geologist)
Associate Engineer-Civil (Associate Engineer-Geologist)
Senior Engineering Geologist

Engineer – Mechanical Series
Junior Engineer-Mechanical
Assistant Engineer-Mechanical
Associate Engineer-Mechanical
Senior Mechanical Engineer

Engineer – Traffic Series
Assistant Engineer-Traffic
Associate Engineer-Traffic

Engineer Aide Series
Junior Engineering Aide
Senior Engineering Aide
Principal Engineering Aide

Engineering Trainee

Environmental Biologist Series
Environmental Biologist I
Environmental Biologist II
Environmental Biologist III

Environmental Health Inspector Series
Environmental Health Inspector I
Environmental Health Inspector II
Environmental Health Coordinator
Environmental Health Manager

Environmental Scientist Series
Environmental Scientist I
Environmental Scientist II
Environmental Scientist III
Senior Environmental Scientist

Equipment Repair Supervisor

Equipment Trainer

FEWD Manager

Field Representative (Water Conservation Representative)

Field Representative Series
Field Representative
Supervising Field Representative

Finance Analyst Series

Finance Analyst I
Finance Analyst II
Finance Analyst III

Fire Dispatcher Series
Fire Dispatcher
Fire Lead Dispatcher
Fire Dispatch Supervisor
Fire Dispatch Administrator

Fitness Specialist

Fleet Parts Buyer Series
Fleet Parts Buyer
Fleet Parts Buyer Supervisor

Fleet Technician Series
Fleet Repair Supervisor

Geographic Information Systems Technician

Golf Course Manager

Golf Course Superintendent

Golf Operations Assistant Series
Golf Operations Assistant
Golf Operations Supervisor

Graphic Designer Series
Graphic Designer
Graphic Design Supervisor
Graphic Communications Manager

Greenskeeper Series
Assistant Golf Course Superintendent

Grounds Maintenance Worker
Grounds Maintenance Supervisor
Grounds Maintenance Manager

Hazardous Materials Inspector Series
Hazardous Materials/Pretreatment Trainee
Hazardous Materials Inspector I
Hazardous Materials Inspector II
Hazardous Materials Inspector III
Supervising Hazardous Materials Inspector
Hazardous Materials Program Manager

Horticulturist

Housing Inspector Series

Housing Inspector I
Housing Inspector II
Senior Housing Inspector

Hydrography Aide

HVACR Technician Series
Heat, Vent, & Air Conditioner Supervisor

Indochinese Service Officers Option Series
Police Service Officer I(Indochinese Service Officer)
Police Service Officer II(Indochinese Service Officer 2)

Information Systems Technician

Instrumentation and Control Technician Series
Instrumentation & Control Supervisor

Insurance Analyst Series
Insurance Analyst I
Insurance Analyst II

Junior Engineer – Civil (Student)

Laboratory Assistant

Laboratory Technician Series
Assistant Laboratory Technician
Laboratory Technician

Lake Aide Series
Lake Aide I
Lake Aide II

Lake Ranger

Lakes Program Manager

Land Surveying Series
Land Surveying Assist
Land Surveying Associate
Senior Land Surveyor

Landscape Designer Series
Assistant Landscape Designer
Landscape Designer

Latent Print Examiner Series
Latent Print Examiner Aide
Latent Print Examiner I
Latent Print Examiner II
Latent Print Examiner III
Supervising Latent Print Examiner

Legal Administrative Assistant Series
Legal Administrative Assistant I
Legal Administrative Assistant II
Principal Administrative Assistant
Senior Administrative Assistant

Legislative Recorder Series
Legislative Recorder I
Legislative Recorder II
Senior Legislative Recorder

Liability Claims Representative Series
Liability Claims Aide
Liability Claims Representative I
Liability Claims Representative II
Senior Liability Claims Representative

Librarian III (Law Librarian)

Librarian Series
Librarian I
Librarian II
Librarian III
Librarian IV
Supervising Librarian

Library Assistant Series
Library Assistant I
Library Assistant II
Library Assistant III

Library Technician Series
Library Technician
Senior Library Technician

Life Safety Inspector Series
Life Safety Inspector I
Life Safety Inspector II
Senior Life Safety Inspector

Literacy Analyst Series
Literacy Tutor/Learner Coordinator
Literacy Analyst

Management Analyst Series
Assistant Management Analyst
Associate Management Analyst
Senior Management Analyst

Management Trainee

Marine Biologist II (Toxicologist)

Marine Biologist Series (Terminal)

Marine Biologist II (Terminal)
Marine Biologist III (Terminal)
Senior Marine Biologist (Terminal)

Mechanical Inspector Series
Mechanical Inspector I
Mechanical Inspector II
Senior Mechanical Inspector

Metal Fabrication Supervisor Series
Metal Fabrication Supervisor
Metal Fabrication Service Supervisor

Motor Sweeper Operator Series
Motor Sweeper Supervisor

Multimedia Production Series
Multimedia Prod Specialist
Multimedia Prod Coord

Nursery Gardener Series
Nursery Supervisor

Office Support Specialist

Offset Press Operator Series
Offset Press Supervisor

Painter Series
Painter Supervisor

Paralegal Series
Paralegal
Senior Paralegal
Principal Paralegal

Park Ranger Series
Park Ranger Aide
Park Ranger
Senior Park Ranger
Supervising Park Ranger

Parking Enforcement Officer Series
Parking Enforcement Officer Trainee
Parking Enforcement Officer I
Parking Enforcement Officer II
Parking Enforcement Supervisor

Parking Meter Technician Series
Parking Meter Supervisor

Payroll Audit Specialist Series
Payroll Audit Specialist I
Payroll Audit Specialist II
Payroll Audit Supervisor

Payroll Specialist Series
Payroll Specialist I
Payroll Specialist II
Payroll Supervisor

Personnel Assistant Series
Personnel Assistant I
Personnel Assistant II

Pesticide Applicator Series
Pesticide Supervisor

Plan Review Specialist Series
Plan Review Specialist I
Plan Review Specialist II
Plan Review Specialist III
Plan Review Specialist IV
Supervising Plan Review Specialist
Principal Plan Review Specialist

Planner Series
Junior Planner
Assistant Planner
Associate Planner
Senior Planner
Principal Planner

Planning Technician Series
Planning Technician I
Planning Technician II
Planning Technician III

Plant Maintenance Coordinator

Plant Operator Trainee

Plant Process Control Supervisor

Plant Technician Supervisor Series
Plant Technician Supervisor
Senior Plant Technician Supervisor
Principal Plant Technician Supervisor

Plumber Series
Plumber Supervisor

Pool Guard Series
Pool Guard I
Pool Guard II

Police Clerk Option Series
Clerical Assistant I (Police Clerk)
Clerical Assistant II (Police Clerk)

Police Code Compliance Series
Police Code Compliance Officer
Police Code Compliance Supervisor

Police Dispatcher Series
Police 911 Dispatcher
Police Dispatcher
Police Lead Dispatcher
Police Dispatch Supervisor
Police Dispatch Administrator

Police Investigative Service Officer
Police Investigative Service Officer I
Police Investigative Service Officer II

Police Property & Evidence Specialist
Police Property & Evidence Specialist
Police Property & Evidence Lead Specialist
Police Property & Evidence Supervisor
Senior Police Property & Evidence Supervisor

Police Records Clerk Series
Police Records Clerk
Senior Police Records Clerk
Principal Police Records Clerk

Police Records Data Specialist Series
Police Records Data Specialist
Senior Police Records Data Specialist
Police Records Data Specialist Supervisor

Police Service Officer Series
Police Service Officer I
Police Service Officer II

Polygrapher Series
Polygrapher I
Polygrapher II
Polygrapher III
Supervising Polygrapher

Pool Guard Series
Pool Guard I
Pool Guard II

Power Plant Operator Series
Power Plant Supervisor
Senior Power Plant Supervisor
Power Plant Superintendent

Principal Traffic Engineering Aide

Print Shop Supervisor

Procurement Contracting Officer Series
Procurement Contracting Trainee
Assistant Procurement Contracting Officer
Associate Procurement Contracting Officer
Senior Procurement Contracting Officer
Supervising Procurement Contracting Officer

Programmer Analyst Series
Programmer Analyst I
Programmer Analyst II
Programmer Analyst III

Project Officer Series
Project Assistant
Project Officer I
Project Officer II

Property Agent Series
Junior Property Agent
Assistant Property Agent
Associate Property Agent
Property Agent
Supervising Property Agent

Public Information Clerk

Public Information Officer Series
Public Information Officer
Senior Public Information Officer
Supervising Public Information Officer

Public Information Specialist Series
Public Information Specialist
Public Information Supervisor

Public Service Career Trainee Claims Representative 1

Public Works Dispatcher Series
Public Works Dispatcher
Public Works Dispatch Supervisor

Public Works Supervisor Series
Public Works Supervisor
Public Works Superintendent

Pump Station Operator Series
Pump Station **Operations** Supervisor
Senior Pump Station Operations Supervisor
Pump Station Operations Superintendent

Pure Water Plant Operator Series
Pure Water Plant Operations Supervisor
Senior Pure Water Plant Operations Supervisor
Pure Water Treatment Superintendent

Ranger/Diver Series
Ranger/Diver I
Ranger/Diver II
Ranger/Diver Supervisor

Rate Analyst Series
Assistant Rate Analyst
Rate Analyst

Records Management Analyst Series
Records Management Analyst
Senior Records Management Analyst

Recreation Aide

Recreation Center Director Series
Assistant Recreation Center Director
Recreation Center Director I
Recreation Center Director II
Recreation Center Director III

Recreation Leader Series
Recreation Leader I
Recreation Leader II

Recreation Leader II (Dance Instructor)

Recreation Leader II (Dance Instructor -Tap)

Recreation Specialist (Dance)

Recreation Specialist (Golf)

Recreation Specialist (Senior Citizens)

Recreation Specialist Series
Recreation Specialist
Supervising Recreation Specialist

Recycling Specialist Series
Recycling Specialist I
Recycling Specialist II
Recycling Specialist III

Reservoir Maintenance Supervisor

Retirement Assistant

Retirement Financial Specialist Series
Retirement Financial Specialist Trainee
Retirement Financial Specialist I
Retirement Financial Specialist II
Retirement Financial Specialist III

Retirement Paralegal Option Series
Paralegal (Retirement Paralegal)
Senior Paralegal (Senior Retirement Paralegal)

Roofer Series
Roofing Supervisor

Safety Representative Series
Safety Representative I
Safety Representative II
Safety Officer
Safety & Training Manager

Sanitation Driver Series
Area Refuse Collection Supervisor
District Refuse Collection Supervisor

Security Representative Series
Security Representative I
Security Representative II
Security Officer

Senior Accounts Payable Audit Clerk

Senior Building Maintenance Supervisor (Facilities Maintenance Supervisor)

Senior City Attorney (Environment Protection Investigator)

Senior Electrical Supervisor

Senior Legislative Recorder (Docket Coordinator)

Senior Planner (Code Enforcement Coordinator)

Senior Systems Analyst

Sign Painter Series
Sign Shop Supervisor

Solid Waste Inspector Option Series
Hazardous Materials/Pretreatment Trainee (Solid Waste Inspector Trainee)
Hazardous Materials Inspector I (Solid Waste Inspector I)
Hazardous Materials Inspector II (Solid Waste Inspector II)
Hazardous Materials Inspector III (Solid Waste Inspector III)

Special Event Traffic Controller Series
Special Event Traffic Controller I
Special Event Traffic Controller II
Special Event Traffic Control Supervisor
Stock Clerk

Storekeeper Series
Storekeeper I
Storekeeper II
Storekeeper III
Stores Operations Supervisor

Storm Water Environmental Specialist Series
Storm Water Environmental Specialist I
Storm Water Environmental Specialist II
Storm Water Environmental Specialist III

Storm Water Inspector Series
Storm Water Inspector I
Storm Water Inspector II
Storm Water Inspector III
Supervising Storm Water Inspector
Storm Water Compliance Manager

Structural Engineering Series
Structural Engineering Assistant
Structural Engineering Associate
Structural Engineering Senior

Structural Inspector Series
Structural Inspector I
Structural Inspector II
Senior Structural Inspector

Supervising Academy Instructor

Supervising Meter Reader

Supervising Property Agent (Supervising Property Specialist)

Survey Aide Series
Senior Survey Aide
Principal Survey Aide

Swimming Pool Manager Series
Swimming Pool Manager I
Swimming Pool Manager II
Swimming Pool Manager III

Test Administration Specialist Series
Test Administration Spec
Senior Administration Specialist
Principal Administration Specialist

Test Monitor Series
Test Monitor I
Test Monitor II
Therapeutic Recreation Specialist
Therapeutic Recreation Specialist
Supervising Therapeutic Recreation Specialist

Traffic Signal Technician Series
Traffic Signal Supervisor

Trainer Series
Assistant Trainer
Trainer
Training Supervisor

Tree Maintenance Series
Tree Maintenance Supervisor

Utility Supervisor (Park Utility Supervisor)

Utility Worker Series
Utility Supervisor
Senior Utility Supervisor
Principal Utility Supervisor
General Utility Supervisor

Vehicle and Fuel Clerk

Victim Services Coordinator Series
Victim Services Coordinator
Senior Victim Services Coordinator

Warehouse Manager

Wastewater Plant Operator Series
Wastewater Operations Supervisor
Senior Wastewater Operations Supervisor
Wastewater Treatment Superintendent

Wastewater Pretreatment Inspector Series
Wastewater Pretreatment Inspector I
Wastewater Pretreatment Inspector II
Wastewater Pretreatment Inspector III

Supervising Wastewater Pretreatment Inspector
Wastewater Pretreatment Program Manager

Water Distribution Operator Series
Water Distribution Operator Supervisor
Senior Water Distribution Operations Supervisor

Water Plant Operator Series
Water Operations Supervisor
Senior Water Operations Supervisor
Water Production Superintendent

Water Resources Specialist Series
Water Resources Specialist
Principal Water Resources Specialist

Water Safety Instructor

Water Systems Technician Series
Water System Technician IV
Water System Technician Supervisor
Water System District Manager

Water Utility Parts Buyer

Water Utility Worker Series
Water Utility Supervisor
Senior Water Utility Supervisor
Principal Water Utility Supervisor
General Water Utility Supervisor

Wildfire Mitigation Specialist Series
Wildfire Mitigation Specialist
Wildfire Mitigation Specialist Supervisor

Work Control Manager

Workers' Compensation Claims Aide

Workers' Compensation Claims Series
Workers' Compensation Claims Representative I
Workers' Compensation Claims Representative II
Senior Workers' Compensation Claims Representative

Zoning Investigator Series
Zoning Investigator I
Zoning Investigator II
Senior Zoning Investigator

Health Care Consolidation/ Cafeteria Benefits Plan

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND SAN DIEGO MUNICIPAL EMPLOYEES ASSOCIATION (MEA) REGARDING FY14 CAFETERIA PLAN

Pursuant to the provisions of the Meyers-Milias-Brown Act (hereinafter, referred to as "MMBA"), this Side Letter of Agreement is entered into on May 13, 2013, between the City of San Diego (hereinafter referred to as "City") and San Diego Municipal Employees Association (MEA) ("Side Letter Agreement") as an amendment to the current terms and conditions of employment. It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral or written, regarding the matters contained herein.

Whereas the City and MEA have met and conferred with the City of San Diego regarding health care consolidation;

And, the City and MEA have mutually reached the following agreement, after meeting and conferring in good faith:

1. This agreement will be effective May 13, 2013 and will be part of the FY14 Cafeteria Benefits Plan;
2. The City will drop the Sharp Health Plan it offers to eligible employees;
3. MEA will allow any City employee (classified, unrepresented, or unclassified) to enroll in the MEA Sharp Health Plans, except those employees represented by San Diego City Firefighters Local 145; however, if the City and Local 145 agree that these employees will have the option to enroll in the MEA Sharp Plan, their enrollment is welcome.
4. MEA agrees to indemnify the City against any and all claims arising out of the administration of MEA's benefits plans.
5. There will be complete transparency by MEA in the administration of its Sharp Health Plans. This means that MEA will provide the City with complete costing information, plan benefits, plan limitations, and plan co-payments.
6. MEA will provide the City with a letter signed by Sharp's authorized representative to verify the amount of all fees, commissions or other remuneration paid to Integrated Labor Solutions (ILS) and/or to MEA in connection with MEA's sponsorship of the MEA Sharp Plan.
7. There will be a joint Labor/Management Committee developed which will include a representative from Risk Management, City Attorney's Office and the Comptroller's Office and up to three representatives from MEA.

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

For Municipal Employees Association:

Mike Zucchet, MEA General Manager — 5-13-13 Date

For City of San Diego:

Tim Davis, Lead Negotiator — May 13, 2013 Date

APPENDIX H:
FY 2022 – FY 2026 Special Salary/Equity Adjustments and Special Assignment Pays

<table>
<tr><th>Article</th><th>Details</th></tr>
<tr><td>Article 21
Salaries
B.1-B.6

(Per FY24-FY26 MOU)</td><td>

1. *In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary/equity adjustments will be effective July 1, 2023:*

Classification	*7/1/2023*
Account Audit Clerk	*10%*
Accountant I	*7.9%*
Accountant II	*2.4%*
Accountant III	*2.7%*
Cashier	*10%*
Claims Clerk	*5%*
Deputy City Clerk I	*10%*
Deputy City Clerk II	*10%*
Legislative Recorder I	*10%*
Legislative Recorder II	*10%*
Principal Test Administration Specialist	*10%*
Senior Account Audit Clerk	*10%*
Senior Cashier	*10%*
Senior Legislative Recorder	*10%*
Sr. Test Administrative Specialist	*10%*
Test Administration Specialist	*10%*

2. *In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary/equity adjustments will be effective January 1, 2024:*

Classification	*1/1/2024*
Aquatics Recreation Specialist	*5%*
Pool Guard I	*5%*
Pool Guard II	*5%*
Supervising Aquatics Recreation Specialist	*5%*
Swimming Pool Manager I	*5%*
Swimming Pool Manager II	*5%*
Swimming Pool Manager III	*5%*
Water Safety Instructor	*5%*

3. *In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary/equity adjustments will be effective January 1, 2025,:*

Classification	*1/1/2025*
Assistant Recreation Center Director	*5%*

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Code Compliance Officer	*5%*
Code Compliance Supervisor	*5%*
Lake Aide I (Hourly)	*5%*
Lake Aide II	*5%*
Lakes Program Manager	*5%*
Latent Print Examiner Aide	*5%*
Latent Print Examiner I	*5%*
Latent Print Examiner II	*5%*
Latent Print Examiner III	*5%*
Pesticide Supervisor	*5%*
Police Code Compliance Officer	*5%*
Police Code Compliance Supervisor	*5%*
Senior Code Compliance Supervisor	*5%*
Supervising Latent Print Examiner	*5%*

4. *In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary/equity adjustments will be effective January 1, 2025 and January 1, 2026:*

Classification	*1/1/2025*	*1/1/2026*
Aquatics Technician Supervisor	*5%*	*5%*
Assistant Customer Services Supervisor	*5%*	*5%*
Assistant Golf Course Superintendent	*5%*	*5%*
Assistant Landscape Designer	*5%*	*5%*
Assistant Trainer	*5%*	*5%*
Communications Technician Supervisor	*5%*	*5%*
Customer Services Representative	*5%*	*5%*
Customer Services Supervisor	*5%*	*5%*
Dispatcher I	*5%*	*5%*
Dispatcher II	*5%*	*5%*
Disposal Site Representative	*5%*	*5%*
Electrician Supervisor	*5%*	*5%*
Field Representative	*5%*	*5%*
Fire Dispatch Administrator	*5%*	*5%*
Fire Dispatcher	*5%*	*5%*
Fire Lead Dispatcher (new)	*5%*	*5%*
Fleet Parts Buyer Supervisor	*5%*	*5%*
Fleet Repair Supervisor	*5%*	*5%*
General Utility Supervisor	*5%*	*5%*
General Water Utility Supervisor	*5%*	*5%*
Golf Course Superintendent	*5%*	*5%*
Golf Operations Assistant	*5%*	*5%*
Golf Operations Supervisor	*5%*	*5%*
Grounds Maintenance Manager	*5%*	*5%*
Grounds Maintenance Supervisor	*5%*	*5%*
HVACR Supervisor	*5%*	*5%*

		Instrumentation & Control Supervisor	*5%*	*5%*
		Landscape Designer	*5%*	*5%*
		Library Assistant I	*5%*	*5%*
		Metal Fabrication Services Supervisor	*5%*	*5%*
		Metal Fabrication Supervisor	*5%*	*5%*
		Nursery Supervisor	*5%*	*5%*
		Plant Process Control Supervisor	*5%*	*5%*
		Plant Technician Supervisor	*5%*	*5%*
		Police 911 Dispatcher (new)	*5%*	*5%*
		Police Dispatch Administrator	*5%*	*5%*
		Police Dispatch Supervisor	*5%*	*5%*
		Police Dispatcher	*5%*	*5%*
		Police Lead Dispatcher	*5%*	*5%*
		Police Property & Evidence Lead Specialist	*5%*	*5%*
		Police Property & Evidence Specialist	*5%*	*5%*
		Police Property & Evidence Supervisor	*5%*	*5%*
		Power Plant Superintendent	*5%*	*5%*
		Power Plant Supervisor	*5%*	*5%*
		Principal Backflow & Cross Connection Specialist	*5%*	*5%*
		Principal Backflow & Cross Connection Specialist Supervisor	*5%*	*5%*
		Principal Customer Services Representative	*5%*	*5%*
		Principal Plant Technician Supervisor	*5%*	*5%*
		Principal Utility Supervisor	*5%*	*5%*
		Principal Water Utility Supervisor	*5%*	*5%*
		Project Assistant	*5%*	*5%*
		Project Officer I	*5%*	*5%*
		Project Officer II	*5%*	*5%*
		Public Information Officer	*5%*	*5%*
		Public Works Dispatch Supervisor	*5%*	*5%*
		Public Works Dispatcher	*5%*	*5%*
		Public Works Superintendent	*5%*	*5%*
		Public Works Supervisor	*5%*	*5%*
		Pure Water Plant Operations Supervisor	*5%*	*5%*
		Pure Water Treatment Superintendent	*5%*	*5%*
		Safety and Training Manager	*5%*	*5%*
		Safety Officer	*5%*	*5%*
		Safety Representative I	*5%*	*5%*
		Safety Representative II	*5%*	*5%*
		Security Officer	*5%*	*5%*
		Security Representative I	*5%*	*5%*
		Security Representative II	*5%*	*5%*

Senior Backflow & Cross Connection Specialist	*5%*	*5%*
Senior Communications Technician Supervisor	*5%*	*5%*
Senior Customer Services Representative	*5%*	*5%*
Senior Disposal Site Representative	*5%*	*5%*
Senior Plant Technician Supervisor	*5%*	*5%*
Senior Police Property & Evidence Supervisor	*5%*	*5%*
Senior Power Plant Supervisor	*5%*	*5%*
Senior Public Information Officer	*5%*	*5%*
Senior Pure Water Plant Operations Supervisor	*5%*	*5%*
Senior Utility Supervisor	*5%*	*5%*
Senior Wastewater Operations Supervisor	*5%*	*5%*
Senior Water Distribution Operations Supervisor	*5%*	*5%*
Senior Water Operations Supervisor	*5%*	*5%*
Senior Water Utility Supervisor	*5%*	*5%*
Supervising Custodian	*5%*	*5%*
Supervising Disposal Site Representative	*5%*	*5%*
Supervising Field Representative	*5%*	*5%*
Supervising Meter Reader	*5%*	*5%*
Supervising Public Information Officer	*5%*	*5%*
Traffic Signal Supervisor	*5%*	*5%*
Trainer	*5%*	*5%*
Training Supervisor	*5%*	*5%*
Utility Supervisor	*5%*	*5%*
Utility Supervisor (Park Utility Supervisor)	*5%*	*5%*
Victim Services Coordinator	*5%*	*5%*
Wastewater Operations Supervisor	*5%*	*5%*
Wastewater Treatment Superintendent	*5%*	*5%*
Water Distribution Operations Supervisor	*5%*	*5%*
Water Operations Supervisor	*5%*	*5%*
Water Production Superintendent	*5%*	*5%*
Water Systems District Manager	*5%*	*5%*
Water Systems Technician IV	*5%*	*5%*
Water Systems Technician Supervisor	*5%*	*5%*
Water Utility Supervisor	*5%*	*5%*

5. In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special

salary adjustments/equity adjustments will be effective July 1, 2023; January 1, 2025; and January 1, 2026:

Classification	7/1/2023	1/1/2025	1/1/2026
Fire Dispatch Supervisor	5.3%	5%	5%

6. *Effective July 1, 2023, or the first full pay period following Council approval, the 14% special assignment pay, which was provided to Assistant Golf Course Superintendents required to supervise Equipment Operators I in the Parks and Recreation Department, will be converted to a base salary increase. The Fiscal Year 2024 Salary/Wage Table will be modified to reflect this increase.*

Article 21
Salaries
B.1-B.3

(Per FY22-FY23 MOU and Side Letter Agreement dated April 20, 2022)

1. *In addition to the general salary increases, the following special salary adjustments were effective January 1, 2022, and July 1, 2022:*

Classification	1/1/2022	7/1/2022
Field Representative	5%	5%
Plant Technician Supervisor	5%	5%
Principal Plant Technician Supervisor	5%	-
Principal Water Utility Supervisor	5%	5%
Pump Station Operator Supervisor	5%	5%
Pure Water Plant Operations Supervisor	5%	5%
Pure Water Treatment Superintendent	5%	5%
Senior Pure Water Plant Operations Supervisor	5%	5%
Senior Wastewater Operations Supervisor	5%	5%
Senior Water Distribution Operations Supervisor	5%	5%
Senior Water Operations Supervisor	5%	5%
Senior Water Utility Supervisor	5%	5%
Supervising Field Representative	5%	5%
Supervising Meter Reader	5%	5%
Wastewater Operations Supervisor	5%	5%
Wastewater Treatment Superintendent	5%	5%
Water Distribution Operations Supervisor	15%	10%
Water Operations Supervisor	5%	5%
Water Production Superintendent	7.5%	7.5%
Water Systems District Manager	5%	5%
Water Systems Technician 4	5%	5%
Water Systems Technician Supervisor	15%	10%
Water Utility Supervisor	5%	5%

2. *In addition to the general salary increases, the following special salary adjustments were effective January 1, 2022, and January 1, 2023:*

Classification	1/1/2022	1/1/2023
Area Manager I	5%	-
Area Manager II	5%	-
Assistant Customer Services Supervisor	5%	5%
Assistant Park Designer	7.5%	7.5%
Assistant Recreation Center Director	5%	-

Building Maintenance Supervisor	7.5%	7.5%
City Attorney Investigator	5%	–
Code Compliance Officer	5%	–
Code Compliance Supervisor	5%	–
Collections Investigator I	5%	5%
Collections Investigator II	5%	5%
Collections Investigator Supervisor	5%	5%
Collections Investigator Trainee	5%	5%
Combination Inspector I	5%	5%
Combination Inspector II	5%	5%
Customer Services Representative	5%	5%
Customer Services Supervisor	5%	5%
Development Project Manager I	5%	3%
Development Project Manager II	5%	3%
Development Project Manager III	5%	3%
Dispatcher I	5%	5%
Dispatcher II	5%	5%
District Manager	5%	–
Electrician Supervisor	7.5%	7.5%
Environmental Health Coordinator	5%	3%
Environmental Health Inspector I	5%	3%
Environmental Health Inspector II	5%	3%
Environmental Health Manager	5%	3%
Fire Dispatch Administrator	5%	5%
Fire Dispatch Supervisor	5%	5%
Fire Dispatcher	5%	5%
Golf Operations Assistant	5%	5%
Golf Operations Supervisor	5%	5%
Grounds Maintenance Supervisor	5%	–
Hazardous Materials Inspector I	7.5%	7.5%
Hazardous Materials Inspector II	7.5%	7.5%
Hazardous Materials Inspector III	7.5%	7.5%
Hazardous Materials Pretreatment Trainee	7.5%	7.5%
Hazardous Materials Program Manager	7.5%	7.5%
Heating, Ventilating, and Air Conditioning Supervisor	7.5%	7.5%
Land Surveying Assistant	5%	5%
Land Surveying Associate	5%	5%
Park Designer	7.5%	7.5%
Park Ranger	5%	5%
Park Ranger Aide	5%	5%
Payroll Audit Specialist I	5%	–
Payroll Audit Specialist II	5%	–
Payroll Audit Supervisor	5%	–
Payroll Specialist I	5%	–
Payroll Specialist II	5%	–
Payroll Supervisor	5%	–
Plan Review Specialist I	5%	5%
Plan Review Specialist II	5%	5%
Plan Review Specialist III	5%	5%
Plan Review Specialist IV	5%	5%

Plumber Supervisor	*7.5%*	*7.5%*
Police Dispatch Administrator	*5%*	*5%*
Police Dispatch Supervisor	*5%*	*5%*
Police Dispatcher	*5%*	*5%*
Police Lead Dispatcher	*5%*	*5%*
Public Works Supervisor	*7.5%*	*7.5%*
Public Works Dispatcher	*-*	*5%*
Public Works Dispatch Supervisor	*-*	*5%*
Public Works Superintendent	*5%*	*5%*
Principal City Attorney Investigator	*5%*	*-*
Principal Customer Services Representative	*5%*	*5%*
Principal Plan Review Specialist	*5%*	*5%*
Principal Survey Aide	*5%*	*5%*
Project Assistant	*5%*	*3%*
Project Officer I	*5%*	*3%*
Recreation Center Director I	*5%*	*-*
Recreation Center Director II	*5%*	*-*
Recreation Center Director III	*5%*	*-*
Senior City Attorney Investigator	*5%*	*-*
Senior Code Compliance Supervisor	*5%*	*-*
Senior Combination Inspector	*5%*	*5%*
Senior Customer Services Representative	*5%*	*5%*
Senior Land Surveyor	*5%*	*5%*
Senior Park Ranger	*5%*	*5%*
Senior Survey Aide	*5%*	*5%*
Storm Water Compliance Manager	*5%*	*-*
Storm Water Inspector I	*5%*	*-*
Storm Water Inspector II	*5%*	*-*
Storm Water Inspector III	*5%*	*-*
Supervising Development Project Manager	*5%*	*3%*
Supervising Hazardous Materials Inspector	*7.5%*	*7.5%*
Supervising Plan Review Specialist	*5%*	*5%*
Supervising Storm Water Inspector	*5%*	*-*
Traffic Signal Supervisor	*7.5%*	*7.5%*

3. *In addition to the general salary increases, the following special salary adjustments for the Engineering series were effective January 1, 2022, and January 1, 2023:*

Classification	*1/1/2022*	*1/1/2023*
Assistant Engineer-Civil	*10%*	*10%*
Assistant Engineer-Corrosion	*10%*	*10%*
Assistant Engineer-Electrical	*10%*	*10%*
Assistant Engineer-Fire Protection	*10%*	*10%*
Assistant Engineer-Mechanical	*10%*	*10%*
Assistant Engineer-Traffic	*10%*	*10%*
Associate Communications Engineer	*10%*	*10%*
Associate Engineer-Civil	*10%*	*10%*
Associate Engineer-Control Systems	*10%*	*10%*

Associate Engineer-Corrosion	*10%*	*10%*
Associate Engineer-Electrical	*10%*	*10%*
Associate Engineer-Fire Protection	*10%*	*10%*
Associate Engineer-Mechanical	*10%*	*10%*
Associate Engineer-Traffic	*10%*	*10%*
Engineering Trainee	*10%*	*10%*
Junior Engineer-Civil	*10%*	*10%*
Junior Engineer-Electrical	*10%*	*10%*
Junior Engineer-Fire Protection	*10%*	*10%*
Junior Engineering Aide	*10%*	*10%*
Junior Engineer-Mechanical	*10%*	*10%*
Principal Engineering Aide	*10%*	*10%*
Principal Traffic Engineering Aide	*10%*	*10%*
Principle Corrosion Engineering Aide	*10%*	*10%*
Senior Civil Engineer	*10%*	*10%*
Senior Communications Engineer	*10%*	*10%*
Senior Control Systems Engineer	*10%*	*10%*
Senior Corrosion Engineering Aide	*10%*	*10%*
Senior Corrosion Specialist	*10%*	*10%*
Senior Electrical Engineer	*10%*	*10%*
Senior Engineer-Fire Protection	*10%*	*10%*
Senior Engineering Aide	*10%*	*10%*
Senior Engineering Geologist	*10%*	*10%*
Senior Mechanical Engineer	*10%*	*10%*
Senior Traffic Engineer	*10%*	*10%*
Structural Engineering Assistant	*10%*	*10%*
Structural Engineering Associate	*10%*	*10%*
Structural Engineering Senior	*10%*	*10%*

Article 21
Salaries
Section B.4

(Per Side Letter Agreement dated September 9, 2021.)

4. In addition to the general salary increases, the following special salary adjustments were effective July 1, 2022 and January 1, 2023:

Classification	*7/1/2021*	*1/1/2022*
Assistant Procurement Contracting Officer	*28.95%*	-
Associate Procurement Contracting Officer	*23.15%*	*10%*
Senior Procurement Contracting Officer	*29.36%*	*10%*
Supervising Procurement Contracting Officer	*29.36%*	*10%*
Procurement Contracting Trainee	*28.95%*	-

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Article 21
Salaries
Section B.5-B.8

(Per Side Letter Agreement dated June 27, 2022)

5. In addition to the general salary increases, the following special salary adjustments were effective July 1, 2022 and January 1, 2023:

Classification	*7/1/2022*	*1/1/2023*
Carpenter Supervisor	*5.00%*	*5.00%*
Communications Technician Supervisor	*2.50%*	*2.50%*
Disposal Site Supervisor	-	*8.00%*
Electronics Technician Supervisor	*2.50%*	*2.50%*
General Utility Supervisor	*2.50%*	*2.50%*
Greenskeeper Supervisor	*6.00%*	*6.00%*
Grounds Maintenance Manager	*2.50%*	*2.50%*
Grounds Maintenance Supervisor	*2.50%*	*2.50%*
Motor Sweeper Supervisor	*2.50%*	*2.50%*

Nursery Supervisor	*5.00%*	*5.00%*
Pesticide Supervisor	*3.75%*	*3.75%*
Principal Utility Supervisor	*1.25%*	*1.25%*
Roofing Supervisor	*5.00%*	*5.00%*
Senior Communications Technician Supervisor	*2.50%*	*2.50%*
Senior Disposal Site Supervisor	*-*	*6.00%*
Senior Utility Supervisor	*1.50%*	*1.50%*
Supervising Custodian	*3.75%*	*3.75%*
Tree Maintenance Supervisor	*3.75%*	*3.75%*
*Utility Supervisor**	*2.50%*	*2.50%*
**Including all option classes*		

5. *In addition to the general salary increases, the following special salary adjustments were effective October 1, 2022 April 1, 2023, unless otherwise indicated below:*

Classification	*10/1/2022*	*4/1/2023*
Account Clerk	*-*	*10.00*
Administrative Aide 1	*5.00%*	*5.00%*
Administrative Aide 2	*5.00%*	*5.00%*
*Aquatics Recreation Specialist***	*2.50%*	*2.50%*
Area Manager 1	*2.50%*	*2.50%*
Area Manager 2	*2.50%*	*2.50%*
*Arts Management Assistant **	*5.00%*	*5.00%*
*Arts Management Associate **	*5.00%*	*5.00%*
Assistant Dispute Resolution Officer	*-*	*5.00%*
*Assistant Management Analyst****	*5.00%*	*5.00%*
*Assistant Management Analyst- Hourly****	*5.00%*	*5.00%*
Assistant Property Agent	*6.00%*	*6.00%*
Assistant Trainer	*-*	*5.00%*
*Associate Management Analyst ****	*5.00%*	*5.00%*
*Associate Management Analyst - Hourly****	*5.00%*	*5.00%*
Associate Property Agent	*6.00%*	*6.00%*
Cashier	*-*	*5.00%*
City Attorney Investigator	*5.00%*	*5.00%*
Claims Aide	*5.00%*	*5.00%*
Claims Clerk	*-*	*5.00%*
Claims Representative 1	*5.00%*	*5.00%*
Claims Representative 2	*5.00%*	*5.00%*
Clerical Assistant 1	*5.00%*	*5.00%*
Clerical Assistant 2	*5.00%*	*5.00%*
Code Compliance Officer	*4.00%*	*4.00%*
Code Compliance Supervisor	*4.00%*	*4.00%*
Community Development Specialist 1	*4.00%*	*4.00%*
Community Development Specialist 2	*4.00%*	*4.00%*
Community Development Specialist 3	*4.00%*	*4.00%*
Court Support Clerk 1	*5.00%*	*5.00%*
Court Support Clerk 2	*5.00%*	*5.00%*

Development Project Manager 1	*5.00%*	*5.00%*
Development Project Manager 2	*5.00%*	*5.00%*
Development Project Manager 3	*5.00%*	*5.00%*
*Development Services Permit Technician**	*5.00%*	*5.00%*
Electrical Inspector 1	*5.00%*	*5.00%*
Electrical Inspector 2	*5.00%*	*5.00%*
*Emergency Services Coordinator***	*5.00%*	*5.00%*
Executive Assistant	*4.00%*	*4.00%*
Geographic Information Systems Technician	*6.00%*	*6.00%*
Graphic Communications Manager	*6.00%*	*6.00%*
Graphic Communications Manager	*6.00%*	*6.00%*
Graphic Design Supervisor	*6.00%*	*6.00%*
Graphic Designer	*6.00%*	*6.00%*
Horticulturist	*5.00%*	*5.00%*
Housing Inspector 1	*5.00%*	*5.00%*
Housing Inspector 2	*5.00%*	*5.00%*
Information Systems Technician	*6.00%*	*6.00%*
Junior Property Agent	*6.00%*	*6.00%*
Legal Secretary 1	*5.00%*	*5.00%*
Legal Secretary 2	*5.00%*	*5.00%*
*Liability Claims Aide**	*5.00%*	*5.00%*
*Liability Claims Representative 1***	*5.00%*	*5.00%*
*Liability Claims Representative 2***	*5.00%*	*5.00%*
Library Assistant 1	*2.50%*	*2.50%*
Library Assistant 2	*2.50%*	*2.50%*
Library Assistant 3	*2.50%*	*2.50%*
Life Safety Inspector 1	*5.00%*	*5.00%*
Life Safety Inspector 2	*5.00%*	*5.00%*
*Literacy Analyst **	*5.00%*	*5.00%*
*Literacy Tutor/Learner Coordinator **	*5.00%*	*5.00%*
Management Trainee	*2.50%*	*2.50%*
Mechanical Inspector 1	*5.00%*	*5.00%*
Mechanical Inspector 2	*5.00%*	*5.00%*
Paralegal	*5.00%*	*5.00%*
Park Ranger	*5.00%*	*5.00%*
Park Ranger Aide	*5.00%*	*5.00%*
Parking Enforcement Officer 1	*2.50%*	*2.50%*
Parking Enforcement Officer 2	*2.50%*	*2.50%*
Parking Enforcement Supervisor	*2.50%*	*2.50%*
Plan Review Specialist 1	*5.00%*	*5.00%*
Plan Review Specialist 2	*5.00%*	*5.00%*
Plan Review Specialist 3	*5.00%*	*5.00%*
Plan Review Specialist 4	*5.00%*	*5.00%*
Police Code Compliance Officer	*4.00%*	*4.00%*
Police Code Compliance Supervisor	*4.00%*	*4.00%*
Principal City Attorney Investigator	*5.00%*	*5.00%*
Principal Legal Secretary	*5.00%*	*5.00%*
Principal Paralegal	*5.00%*	*5.00%*
Principal Plan Review Specialist	*5.00%*	*5.00%*
Property Agent	*6.00%*	*6.00%*

Public Information Clerk	*-*	*10.00%*
Public Information Officer	*6.00%*	*6.00%*
*Records Management Analyst **	*5.00%*	*5.00%*
*Recreation Specialist****	*2.50%*	*2.50%*
Recycling Specialist 1	*3.75%*	*3.75%*
Recycling Specialist 2	*3.75%*	*3.75%*
Recycling Specialist 3	*3.75%*	*3.75%*
*Retirement Financial Specialist 1***	*5.00%*	*5.00%*
*Retirement Financial Specialist 2***	*5.00%*	*5.00%*
*Retirement Financial Specialist 3***	*5.00%*	*5.00%*
*Retirement Financial Trainee***	*5.00%*	*5.00%*
Senior Account Clerk	*-*	*10.00%*
*Senior City Attorney Investigator****	*5.00%*	*5.00%*
Senior Claims Representative	*5.00%*	*5.00%*
Senior Clerk/Typist	*4.00%*	*4.00%*
Senior Code Compliance Supervisor	*4.00%*	*4.00%*
Senior Electrical Inspector	*5.00%*	*5.00%*
Senior Housing Inspector	*5.00%*	*5.00%*
Senior Legal Secretary	*5.00%*	*5.00%*
*Senior Liability Claims Representative **	*5.00%*	*5.00%*
Senior Life Safety Inspector	*5.00%*	*5.00%*
*Senior Management Analyst****	*5.00%*	*5.00%*
Senior Mechanical Inspector	*5.00%*	*5.00%*
*Senior Paralegal****	*5.00%*	*5.00%*
Senior Park Ranger	*5.00%*	*5.00%*
Senior Parking Enforcement Supervisor	*2.50%*	*2.50%*
Senior Public Information Officer	*6.00%*	*6.00%*
*Senior Records Management Analyst***	*5.00%*	*5.00%*
Senior Structural Inspector	*5.00%*	*5.00%*
*Senior Victim Services Coordinator***	*5.00%*	*5.00%*
Storm Water Compliance Manager	*3.25%*	*3.25%*
Storm Water Environmental Specialist 1	*3.75%*	*3.75%*
Storm Water Environmental Specialist 2	*3.75%*	*3.75%*
Storm Water Environmental Specialist 3	*3.75%*	*3.75%*
Storm Water Inspector I	*3.00%*	*3.00%*
Storm Water Inspector II	*3.00%*	*3.00%*
Storm Water Inspector III	*3.00%*	*3.00%*
Structural Inspector 1	*5.00%*	*5.00%*
Structural Inspector 2	*5.00%*	*5.00%*
*Supervising Aquatics Recreation Specialist **	*2.50%*	*2.50%*
Supervising Development Project Manager	*5.00%*	*5.00%*
Supervising Plan Review Specialist	*5.00%*	*5.00%*
Supervising Property Agent	*6.00%*	*6.00%*
Supervising Public Information Officer	*6.00%*	*6.00%*
Supervising Recreation Specialist	*2.50%*	*2.50%*
Supervising Storm Water Inspector	*3.00%*	*3.00%*
Supervising Therapeutic Recreation Specialist	*2.50%*	*2.50%*
Therapeutic Recreation Leader	*2.50%*	*2.50%*
Therapeutic Recreation Specialist	*2.50%*	*2.50%*

	Vehicle and Fuel Clerk	-	*5.00%*
	Victim Services Coordinator	*5.00%*	*5.00%*
	*Word Processing Operator ******	*4.00%*	*4.00%*
	Worker's Compensation Claims Aide	*5.00%*	*5.00%*

**New classification CSC identified for creation in FY23. Proposed increase effective upon Council approval of new classification.*
***Currently an Option Class and new classification CSC identified for creation in FY23. Proposed increase effective upon Council approval of new classification series. ***Including all option classes.*
*****CSC approved title change to Office Support Specialist in FY23.*

7. In addition to the general salary increases, the following special salary adjustments will be effective July 1, 2022 and June 30, 2023:

Classification	*7/1/2022*	*6/30/2023*
Area Refuse Collection Supervisor	*12.00%*	*12.00%*
District Refuse Collection Supervisor	*12.00%*	*12.00%*
Fleet Repair Supervisor	*6.00%*	*6.00%*

8. During the term of this MOU, MEA will bring forward to the Personnel Department on a timely basis additional proposed special salary adjustments for requested action by the Civil Service Commission under Charter section 130, except for those classifications listed in Section B that have received special salary adjustments.

Article 21
Salaries
Section C.14

(Per Side Letter Agreement dated December 7, 2021)

14. Effective the first full pay period following City Council approval, Pool Guards I and II in the Parks and Recreation Department received 10% of base pay as a special assignment pay. This special assignment pay continued until it is was converted into 10% of base pay increase, upon City Council approval of the Fiscal Year 2023 Salary Ordinance.

Article 21
Salaries
Section C.15

(Per Side Letter Agreement dated April 20, 2022)

15. Effective January 1, 2022, Public Works Dispatchers and Public Works Dispatch Supervisors receive 10% of base pay as special assignment pay. This special assignment pay will continued until it is converted into 10% of base pay increase, upon City Council approval of the Fiscal Year 2023 Salary Ordinance.

Appendix H

FY 2022 – FY 2023 Special Salary Adjustments and Special Assignment Pays

In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary/equity adjustments will be effective July 1, 2023:

Classification	*7/1/2023*
Account Audit Clerk	*10%*
Accountant I	*7.9%*
Accountant II	*2.4%*
Accountant III	*2.7%*
Assistant Golf Course Superintendent	***14%***

Cashier	*10%*
Claims Clerk	*5%*
Deputy City Clerk I	*10%*
Deputy City Clerk II	*10%*
Legislative Recorder I	*10%*
Legislative Recorder II	*10%*
Principal Test Administration Specialist	*10%*
Senior Account Audit Clerk	*10%*
Senior Cashier	*10%*
Senior Legislative Recorder	*10%*
Sr. Test Administrative Specialist	*10%*
Test Administration Specialist	*10%*

In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary/equity adjustments will be effective January 1, 2024:

Classification	*1/1/2024*
Aquatics Recreation Specialist	*5%*
Pool Guard I	*5%*
Pool Guard II	*5%*
Supervising Aquatics Recreation Specialist	*5%*
Swimming Pool Manager I	*5%*
Swimming Pool Manager II	*5%*
Swimming Pool Manager III	*5%*
Water Safety Instructor	*5%*

In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary/equity adjustments will be effective January 1, 2025 and January 1, 2026:

Classification	*1/1/2025*	*1/1/2026*
Aquatics Technician Supervisor	*5%*	*5%*
Assistant Customer Services Supervisor	*5%*	*5%*
Assistant Golf Course Superintendent	*5%*	*5%*
Assistant Landscape Designer	*5%*	*5%*
Assistant Trainer	*5%*	*5%*
Communications Technician Supervisor	*5%*	*5%*
Customer Services Representative	*5%*	*5%*
Customer Services Supervisor	*5%*	*5%*
Dispatcher I	*5%*	*5%*
Dispatcher II	*5%*	*5%*
Disposal Site Representative	*5%*	*5%*
Electrician Supervisor	*5%*	*5%*
Field Representative	*5%*	*5%*
Fire Dispatch Administrator	*5%*	*5%*
Fire Dispatcher	*5%*	*5%*
Fire Lead Dispatcher ~~(new)~~	*5%*	*5%*
Fleet Parts Buyer Supervisor	*5%*	*5%*
Fleet Repair Supervisor	*5%*	*5%*

General Utility Supervisor	*5%*	*5%*
General Water Utility Supervisor	*5%*	*5%*
Golf Course Superintendent	*5%*	*5%*
Golf Operations Assistant	*5%*	*5%*
Golf Operations Supervisor	*5%*	*5%*
Grounds Maintenance Manager	*5%*	*5%*
Grounds Maintenance Supervisor	*5%*	*5%*
HVACR Supervisor	*5%*	*5%*
Instrumentation & Control Supervisor	*5%*	*5%*
Landscape Designer	*5%*	*5%*
Library Assistant I	*5%*	*5%*
Metal Fabrication Services Supervisor	*5%*	*5%*
Metal Fabrication Supervisor	*5%*	*5%*
Nursery Supervisor	*5%*	*5%*
Plant Process Control Supervisor	*5%*	*5%*
Plant Technician Supervisor	*5%*	*5%*
Police 911 Dispatcher ~~(new)~~	*5%*	*5%*
Police Dispatch Administrator	*5%*	*5%*
Police Dispatch Supervisor	*5%*	*5%*
Police Dispatcher	*5%*	*5%*
Police Lead Dispatcher	*5%*	*5%*
Police Property & Evidence Lead Specialist	*5%*	*5%*
Police Property & Evidence Specialist	*5%*	*5%*
Police Property & Evidence Supervisor	*5%*	*5%*
Power Plant Superintendent	*5%*	*5%*
Power Plant Supervisor	*5%*	*5%*
Principal Backflow & Cross Connection Specialist	*5%*	*5%*
Principal Backflow & Cross Connection Specialist Supervisor	*5%*	*5%*
Principal Customer Services Representative	*5%*	*5%*
Principal Plant Technician Supervisor	*5%*	*5%*
Principal Utility Supervisor	*5%*	*5%*
Principal Water Utility Supervisor	*5%*	*5%*
Project Assistant	*5%*	*5%*
Project Officer I	*5%*	*5%*
Project Officer II	*5%*	*5%*
Public Information Officer	*5%*	*5%*
Public Works Dispatch Supervisor	*5%*	*5%*
Public Works Dispatcher	*5%*	*5%*
Public Works Superintendent	*5%*	*5%*
Public Works Supervisor	*5%*	*5%*
Pure Water Plant Operations Supervisor	*5%*	*5%*
Pure Water Treatment Superintendent	*5%*	*5%*
Safety and Training Manager	*5%*	*5%*
Safety Officer	*5%*	*5%*
Safety Representative I	*5%*	*5%*
Safety Representative II	*5%*	*5%*
Security Officer	*5%*	*5%*
Security Representative I	*5%*	*5%*
Security Representative II	*5%*	*5%*

Senior Backflow & Cross Connection Specialist	*5%*	*5%*
Senior Communications Technician Supervisor	*5%*	*5%*
Senior Customer Services Representative	*5%*	*5%*
Senior Disposal Site Representative	*5%*	*5%*
Senior Plant Technician Supervisor	*5%*	*5%*
Senior Police Property & Evidence Supervisor	*5%*	*5%*
Senior Power Plant Supervisor	*5%*	*5%*
Senior Public Information Officer	*5%*	*5%*
Senior Pure Water Plant Operations Supervisor	*5%*	*5%*
Senior Utility Supervisor	*5%*	*5%*
Senior Wastewater Operations Supervisor	*5%*	*5%*
Senior Water Distribution Operations Supervisor	*5%*	*5%*
Senior Water Operations Supervisor	*5%*	*5%*
Senior Water Utility Supervisor	*5%*	*5%*
Supervising Custodian	*5%*	*5%*
Supervising Disposal Site Representative	*5%*	*5%*
Supervising Field Representative	*5%*	*5%*
Supervising Meter Reader	*5%*	*5%*
Supervising Public Information Officer	*5%*	*5%*
Traffic Signal Supervisor	*5%*	*5%*
Trainer	*5%*	*5%*
Training Supervisor	*5%*	*5%*
Utility Supervisor	*5%*	*5%*
Utility Supervisor (Park Utility Supervisor)	*5%*	*5%*
Victim Services Coordinator	*5%*	*5%*
Wastewater Operations Supervisor	*5%*	*5%*
Wastewater Treatment Superintendent	*5%*	*5%*
Water Distribution Operations Supervisor	*5%*	*5%*
Water Operations Supervisor	*5%*	*5%*
Water Production Superintendent	*5%*	*5%*
Water Systems District Manager	*5%*	*5%*
Water Systems Technician IV	*5%*	*5%*
Water Systems Technician Supervisor	*5%*	*5%*
Water Utility Supervisor	*5%*	*5%*

In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary adjustments/equity adjustments will be effective July 1, 2023; January 1, 2025; and January 1, 2026:

Classification	*7/1/2023*	*1/1/2025*	*1/1/2026*
Fire Dispatch Supervisor	*5.3%*	*5%*	*5%*

In addition to (but also separate from) the general salary increases specified under Sections A(1) to A(5) above, the following special salary/equity adjustments will be effective January 1, 2025,:

Per Side Letter Agreement dated June 6, 2024.

Classification	*1/1/2025*
Assistant Recreation Center Director	*5%*
Code Compliance Officer	*5%*
Code Compliance Supervisor	*5%*
Lake Aide I	*5%*
Lake Aide II	*5%*
Lakes Program Manager	*5%*
Latent Print Examiner Aide	*5%*
Latent Print Examiner I	*5%*
Latent Print Examiner II	*5%*
Latent Print Examiner III	*5%*
Pesticide Supervisor	*5%*
Police Code Compliance Officer	*5%*
Police Code Compliance Supervisor	*5%*
Senior Code Compliance Supervisor	*5%*
Stores Operations Supervisor	***18%***
Supervising Latent Print Examiner	*5%*

APPENDIX I:
Add-On Pay Codes

The following are add-on pays that employees may be eligible to receive. This list is provided for informational purposes only and is intended to serve as a reference for employees and assist with programming.

Description	Add-on Pay Code	Add-on Pay Code Name	MOU Reference
Police 911 Dispatcher	1911	911 DISPATCHER	Article 21 (C)(8)
Document Examiner	45992	DOC EXAMINER	Article 79(W)
Three-Wheel Motorcycle Pay	13WM	3-WHEEL MTRCYL	Article 21 (C)(2)
Asbestos Containment Team Pay	1AC1	ASBESTOS PAY	Article 21 (C)(4)
Registration Pay for Architects	1ALP	ARCHITECT LICENSE PAY	Article 21(D)(1)(b)
AWT Operator Certification	1AT3	ADV WTR TREATMENT GRD 3-%	Article 79(H)
AWT Operator Certification	1AT4	ADV WTR TREATMENT GRD 4-%	Article 79(H)
AWT Operator Certification	1AT5	ADV WTR TREATMENT GRD 5-%	Article 79(H)
International Society of Automation Certification Pay	1AM1	AUTOMATION CERT LV1	Article 79(D)
International Society of Automation Certification Pay	1AM2	AUTOMATION CERT LV2	Article 79(D)
Advanced Water Treatment Operator Certification Pay	1AT3/1AW3	ADV WATER TREATMENT GRD 3%	Article 79(H)
Advanced Water Treatment Operator Certification Pay	1AT4/1AW4	ADV WATER TREATMENT GRD 4%	Article 79(H)
Advanced Water Treatment Operator Certification Pay	1AT5/1AW5	ADV WATER TREATMENT GRD 5%	Article 79(H)
Backflow and Cross Connection Certification Pay	1BC2	BACKFLOW/CROSS CONN 2 YR	Article 79 (B)(1)
Backflow and Cross Connection Certification Pay	1BC3	BACKFLOW/CROSS CONN 3 YR	Article 79 (B)(1)
Backflow Maintenance Certification	1BFC	BACKFLOW CERT	Article 79(B)(1)
Bilingual Pay	1BIL	BILINGUAL PAY	Article 19
Incidental Bilingual Pay	1BLT	BILINGUAL PAY TEMP	Article 19
Computer Aided Design and Drafting Certification	1CAD	CADD CERT PAY	Article 79(S)
International Codes Council Certification	1CBO	ICBO CERT PAY	Article 79(Q)
State Water Resources Control Board Certification	1CDB	CHIEF DISTRIBUTION OPER%	Article 79(A)(6-7)
Class A or B license Special Assignment Pay	1CDE/CLB	COMMERCIAL DRIVER EXAM	Article 21 (C)(7)
State of California issued Electrician Certification	1CEC	CA ELECTRICIAN CERT	Article 21 (C) (16)
State Geotechnical Engineering License/Certified Engineering Geologist License	1CEG	CERTIFIED ENG GEOLOGIST	Article 21(D)(7)
Chief Plant Operator Certification	1CPL/1CPO	CHIEF PLANT OPERATOR %	Article 21 (F)(2)
Chemical Engineer State Registration	1CRP	CHEMICAL ENG	Article 21(D)(3)
Confined Space Entry Pay	1CS2	CONFINED SPACE MEA	Article 21 (C)(6)
Cross Connection Certification	1CRC	CROSS CONN CERT	Article 79(B)
Police Drug Analysis Pay	1DAP	DRUG ANALYSIS PAY	New Article 21 (C)(19)
Water Distribution Operator D5 Certificate	1DB3	DISTRIBUTN OPER GRADE 3%	Article 79(A)(5)
Water Distribution Operator D5 Certificate	1DB4	DISTRIBUTN OPER GRADE 4%	Article 79(A)(5)
Water Distribution Operator D5 Certificate	1DB5	DISTRIBUTN OPER GRADE 5%	Article 79(A)(5)
Dispatcher Certification Pay	1DCP	DISP CERT PAY	Article 21(F)
Certified Distribution Operator Certification	1DO3	DISTRIB OP CERT 3	Article 79(A)(1)

Certified Distribution Operator Certification	1DO4	DISTRIB OP CERT 4	Article 79(A)(1)
Certified Distribution Operator Certification	1DO5	DISTRIB OP CERT 5	Article 79(A)(1)
Police and Fire Dispatcher Shift Rotation Pay	1DSR	DISPATCHER SHIFT ROTATION	Article 21(I)
Certified Distribution Operator Certification	1DT3	DISTRIBUTION OPER GRADE 3	Article 79(4)
Certified Distribution Operator Certification	1DT4	DISTRIBUTION OPER GRADE 4	Article 79(4)
Certified Distribution Operator Certification	1DT5	DISTRIBUTION OPER GRADE 5	Article 79(4)
Dispatcher Training Pay	1DTP	DISPATCHER TRNG	Article 21 (C)(1)
Dispatcher Training Pay	1DTT	DISPAT TEMP TRG	Article 21, (C)(1)
CWEA Grade Certification	1EA1	WTR ENVIRON ASSO GRD 1%	Article 79(C)(5)
CWEA Grade Certification	1EA2	WTR ENVIRON ASSO GRD 2-%	Article 79(C)(5)
CWEA Grade Certification	1EA3	WTR ENVIRON ASSO GRD 3-%	Article 79(C)(5)
CWEA Grade Certification	1EA4	WTR ENVIRON ASSO GRD 4-%	Article 79(C)(5)
Engineering Geologist State Registration/ Stationary Engineer Certification Pay	1EG1	ENG GEOLOGIST INFRASTRUC/ STATIONARY ENGNER GRD 1-%	Article 79(E)/ Article 21(D)(4)
Stationary Engineer Certification Pay	1EG2	STATIONARY ENGNER GRD 2-%	Article 79(E)
Stationary Engineer Certification Pay	1EGC	STATIONARY ENGNER CHIEF-%	Article 79(E)
Engineering Geologist State Registration	1EGR	ENG GEOLOGIST	Article 21(D)(4)
Emergency Medical Dispatch Certification Pay	1EMD	EMD CERT PAY	Article 80(A)(3)
Registration Pay	1ERP	REGISTRATION PAY	Article 21(D)(1)
State Structural License	1ESR	STRUCT REG. PAY	Article 21(D)(2)
	1ESS	ENG SHIFT DIFF	
ICC Fire Inspection Certification	1FIC	ICC FIRE INSPECTION CERT	Article 79(Z)
Special Assignment Pay for Fire-Rescue Department Payroll Specialists	1FPS	FIRE PAYROLL SPECIALIST	Article 21(C)(13)
Police Investigative Service Officer Training Pay	1FTC	PSO FT PAY	Article 21 (C)(9)
Licensed Geotechnical or Soils Engineer or Geologist	1GEI	GEOTECHNICAL ENG INFRSTR	Article 21(D)(7)
Grounds Maintenance Supervisor Pay	1GGS	GRDS/GRK EOSUPV	Article 21 (C)(3)
Geologist Infrastructure Pay	1GIP	GEOLOGIST INFRASTRUCTURE	Article 21(D)(6)
Geographic Information Systems Certifications	1GIS	GIS CERT PAY	Article 79(S)
Grade IV Certification from State Water Resources Control Board	1GR4	GRADE 4 CERT 4%	Article 79(G)(2)
Grade IV Certification from State Water Resources Control Board	1GR5	GRADE 4 CERT 5%	Article 79(G)(1)
State Registration as a Geologist	1GRP	GEOLOGIST REG	Article 21(D)(4)
ICC Certification	1CBO	ICBO CERT PAY	Article 79(T)
Infrastructure In-Training	1IIT	INFRASTRUC IN-TRAINING	Article 21(D)(6)(d)
Infrastructure Registration Premium	1IRP	INFRASTRUC REG'N PREMIUM	Article 21(D)(6)(d)
International Right of Way Association Certification	1IRW	SR/WA CERT PAY	Article 79(U)/ Article 21(B)(5-8)
State Landscape Architect License	1LAL	LANDSCAPE ARCH.	Article 21(D)(5)
Lead Paint Abatement	1LPA	LEAD PAINT ABAT	
Latent Print Examiner Certification	1LPE	IAI CERT PAY	Article 79(X)
Library Special Assignment Pay	1LSS	LIBRARY SUNDAY SCHEDULE	Article 21 (C)(14)

Multiple Certification Pay -MEA	**1MIC**	**MULT CERT PAY 1 MEA**	**Article 79(M-N)**
Multiple Certification Pay -MEA	**1M2C**	**MULT CERT PAY 2 MEA**	**Article 79(M-N)**
Multiple Certification Pay -MEA	**1M3C**	**MULT CERT PAY 3 MEA**	**Article 79(M-N)**
Multiple Cert Pay	**1MC4**	**MULT CERT PAY 4**	**Article 79(M-N)**
Multiple Cert Pay	**1MC5**	**MULT CERT PAY 5**	
Mt. Hope Cemetery Special Assignment Pay	**1MHC**	**MT HOPE CEMETERY**	**Article 21 (C)(15)**
Master of Library Science Certification	**1MLS**	**MLS DEGREE**	**Article 79(P)**
Automative Service Excellence Certification	**1MMC**	**ASE MASTER DEGREE**	**Article 79(V)**
Notary Pay Special Assignment Pay	**1NOP**	**NOTARY PAY**	**Article 21 (C)(18)**
	1NSP	**NIGHT SHIFT**	
Project Officer II Pay	**1POP**	**PROJECT OFFICER II PAY**	**Article 21 (D)(1)(a)**
Standby Pay	**1SBP**	**STANDBY PAY**	**Article 64**
Senior Data Operator Duties	**1SDE**	**SR DATA ENTRY**	**Article 21(C.5)**
Split Shift Pay	**1SSP**	**SPLIT SHIFT**	**Article 79(I)**
Engineer Registration Pay	**1ERP**	**REGISTRAT'N PAY**	**Article 21, Section (D)(1)(a)**
Certification Job-Related Specialty from CWEA	**1T1C**	**TECH CERT PAY**	**Article 79(C)(1)**
Certification Job-Related Specialty from CWEA	**1T2C**	**TECH CERT PAY**	**Article 79(C)(1) Appendix E**
Certification Job-Related Specialty from CWEA	**1T3c**	**TECH CERT PAY**	**Article 79(C)(1) Appendix E**
State Water Resources Control Board Certification	**1TR3**	**TREATMENT OPER GRADE 3-%**	**Article 79(F)(1)**
State Water Resources Control Board Certification	**1TR4**	**TREATMENT OPER GRADE 4-%**	**Article 79(F)(1)**
State Water Resources Control Board Certification	**1TR5**	**TREATMENT OPER GRADE 5-%**	**Article 79(F)(1-5)**
Certified Therapeutic Recreation Specialist (CTRS) credential or Recreation Therapist Certification (RTC)	**1TRC**	**THERAPEUTIC REC CERT**	**Article 79(Y)**
Teletype Assignment Pay	**1TTP**	**TELETYPE PAY**	**Article 79 (C)(17)**
Vector Control Technician Certification	**1VCT**	**VECT CONT TECH**	**Article 21(C)(10)**
CWEA Certification	**1WE2**	**WATER ENVIRON ASSO GRD 2**	**Article 79 (C)(2)**
CWEA Certification	**1WE3**	**WATER ENVIRON ASSO GRD 3**	**Article 79 (C)(2)**
CWEA Certification	**1WE4**	**WATER ENVIRON ASSO GRD 4**	**Article 79 (C)(2)**
CWEA Certification	**1WT5**	**WATER ENVIRON ASSO GRD 5**	**Article 79 (C)(2)**

IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding

IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding effective July 1, 2023, to the appropriate bodies.

Municipal Employees Association

Ann M. Smith Ann M. Smith (Jun 5, 2026 10:36:23 PDT) Ann Smith, Lead Negotiator	06/05/2026 Date
Michael Zucchet Michael Zucchet (Jun 5, 2026 10:38:43 PDT) Michael Zucchet, General Manager	06/05/2026 Date
nick wright (Jun 5, 2026 10:29:48 PDT) Nick Wright, Director of Labor Relations	Date
Skyler Coburn-Mercure, Senior Labor Relations Officer	Date
Cathleen Higgins, Labor Relations Officer	Date
Kierstyn Walton, Labor Relations Officer	Date
Corinne Wilson, Strategic Projects Manager	Date
Michele Chicarelli, President	Date
Samuel Cerrato, 1st Vice President	Date
Kathryn Campbell, 2nd Vice President	Date
Jennifer Becker, Treasurer	Date
Teresa Morse, Secretary	Date
Mark Anderson, Negotiating Team	Date

Jennifer Duffy, Negotiating Team	Date
Carly Gagen-Cheeney, Negotiating Team	Date
Rene Kaprielian, Negotiating Team	Date
Aaron Kerper, Negotiating Team	Date
Damian Machado, Negotiating Team	Date
Dominic Marostica, Negotiating Team	Date
Erika McNeill, Negotiating Team	Date
Gabrielle Mead, Negotiating Team	Date
Sean Morse, Negotiating Team	Date
Raul Sanchez, Negotiating Team	Date
Damian Singleton, Negotiating Team	Date
Shannon Stocks, Negotiating Team	Date

City of San Diego

Timothy Davis
Timothy Davis (Jun 22, 2026 10:30:44 PDT)

Timothy L. Davis, Lead Negotiator — 06/22/2026 — Date

Jonnabelle Domingo, Supv Human Resources Officer — 06/22/2026 — Date

Abegaile Serafico, Senior Human Resources Officer — 06/22/2026 — Date

Approved as to form on June 22, 2026
HEATHER FERBERT, City Attorney

By MM
MM (Jun 22, 2026 11:22:27 PDT)
Miguel Merrell
Deputy City Attorney