

Memorandum of Understanding



This **MEMORANDUM OF UNDERSTANDING (MOU)** was made and entered into at 12:01 am on **July 1, 2020**, and shall expire and otherwise be fully terminated at 11:59 pm on **June 30, 2021**.

By and Between:

The City of San Diego

and

San Diego Municipal Employees Association



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING made and entered into this 1st day of July, **2020**.

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, 2020, 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.

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 this 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 15, 2020¹**.
 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 12:01 a.m. on July 1, **2020**. This MOU shall expire and otherwise be fully terminated at 11:59 p.m. on June 30, **2021**.

ARTICLE 4: Renegotiation and Reopeners

- A. Renegotiation
1. **Unless otherwise agreed to by the Parties**, MEA shall serve upon the City its full and entire written **non-economic** proposals for a successor MOU by November 5, **2020** and economic proposals no later than January **11, 2021**. Upon receipt of such written proposals, meet and confer over non-economic proposals shall begin no later than November 5, **2020**.

¹ The Parties have used **bold** text throughout this MOU to identify changes being made to the MOU which expired on June 30, 2020. The Parties do not intend the use of **bold** to be for emphasis.

2. **Unless otherwise agreed to by the Parties, the City will serve upon MEA its full and entire written non-economic proposals for a successor MOU by November 5, 2020 and economic proposals no later than January 20, 2021. Meet and confer over economic proposals shall begin no later than January 20, 2021. 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.**
3. If neither party has proposed a change to a particular Article in this MOU by February 17, 2021, 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, 2021 and the City's final offers on economic and non-economic proposals are due March 26, 2021. Should there be impasse, MEA and the City agree to meet and exchange written statements of their respective positions regarding any issues, on April 1, 2021. If an impasse hearing before the City Council is necessary, it will be scheduled for April 6, 2021, unless fact finding is triggered or the parties mutually agree on a different date.

B. Reopeners

1. Reopening of Negotiations Related to California Public Employment Relations Board (PERB) Proposition B litigation.

The parties acknowledge that, in January 2012, MEA filed an unfair labor practice charge with the California Public Employment Relations Board (PERB) related to Proposition B, and that three other recognized employee organizations (REOs) filed similar charges which were consolidated with MEA's case (hereinafter "PERB litigation"). PERB issued its Decision in favor of REOs which was upheld by the California Supreme Court in *Boling v. Public Employment Relations Board* (2018) 5 Cal.5th 898, and then, on remand, by the Fourth District Court of Appeal in *Boling v. Public Employment Relations Board* (2019) 33 Cal.App.5th 376. In furtherance of PERB's Court-approved Remedial orders, MEA and the other three REOs sought leave from the State Attorney General to sue the City in *quo warranto* to seek an order invalidating the Proposition B charter amendments which became effective on July 20, 2012. After the Attorney General granted their application for leave to sue in its Indexed Letter Opinion No. 19-404, the REOs filed a Verified Complaint in the Superior Court as Plaintiff-Relators on behalf of the People of the State of California. The City answered the Complaint on November 18, 2019, admitting that, on the relation of Plaintiff-Relator Unions, the *People of the State of California* are entitled to a judgment determining that the Proposition B charter amendments are invalid, null and void and of no legal effect and, on this basis, that a judicial writ should issue under Code of Civil Procedure section 803 commanding the City and its City Council to strike these invalid provisions from its charter and to conform all subsequent enactments accordingly. The three official ballot proponents for Proposition B (April Boling, T. J. Zane and Stephen Williams) intervened in the action to oppose the invalidation of the Proposition B charter amendments and, at the time this MOU was adopted, the case remains pending. Once a court of competent jurisdiction issues a final order or decision declaring the Proposition B charter amendments to be either

invalid or valid, in whole or in part, the parties to this MOU agree to reopen negotiations on that provision or aspect of Proposition B declared to be unlawful or invalid, and, to the extent declared valid, on any provisions or aspects of Proposition B not yet implemented.

2. Reopening of Negotiations Related to Death and Disability.

Subject to the requirements of section B.1 above, the City provides Interim Death and Disability benefits under Article VI of the City's Long-Term Disability Income Plan for employees initially hired by the City on or after July 20, 2012 and who are not members of SDCERS.

3. Reopening of Negotiations regarding compliance with the Affordable Care Act or a State Health Care Bill.

The Parties agree to re-open the MOU to meet and confer in good faith over compliance with the Employer Shared Responsibility provisions of the Affordable Care Act (ACA) and related guidance issued by the Internal Revenue Service or the State of California for any health care related bill.

4. Reopening of Negotiations Related to Air Quality.

The Parties agree to reopen the MOU on Article 41 after the City completes its internal audit on asbestos proceedings for City-occupied buildings.

ARTICLE 5: Grievance Procedure

A. Definitions.

1. 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.
2. 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.
3. If the grievance system 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.

4. Wherever applicable, the term “working days” means the actual workdays of the individual on whom the time limits are imposed, excluding Saturdays, Sundays, and City holidays.

B. Policy.

1. Employees have the right to file grievances without jeopardizing their positions.
2. 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.
3. 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.
4. The employee’s, steward’s, or MEA’s first contact regarding job and working conditions is with **their** immediate supervisor and supervisors shall attempt to settle grievances informally at this level.
5. 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.

6. 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 level 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 level to the next level 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 level 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 level (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.
7. Management shall provide MEA with copies of all grievances regarding this MOU filed by employees, within MEA Bargaining Units, who choose to represent themselves.
8. MEA agrees to pursue all claims of violation of this MOU through the grievance procedure. Resort to other remedies shall not be pursued until all steps of the grievance procedure have been exhausted. If the employee or MEA does resort to remedies outside the grievance process prior to its completion, the grievance process is automatically terminated. When MEA feels 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. Use of this procedure shall be deemed to exhaust the grievance procedure.

C. Procedures.

1. General.

- a. Management of the department has the responsibility to inform an employee of any limitation of a given level of Management's authority to fully resolve the grievance. In this regard, Management shall:
 - 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. A grievance shall be recognized if it is brought to the attention of the immediate supervisor either informally or formally within ten (10) working days of the incident's occurrence, unless an extension was approved by the City's Human Resources Director.
- d. If the grievance is between the employee and **their** immediate supervisor, Step 1 may be to the employee's next **higher-level** supervisor.
- e. To be recognized, a grievance must state which policy, rule, regulation, etc., is involved in the matter and the nature of the remedy sought by the employee or MEA. In the event that the grievance is rejected for failure to state which policy, rule, regulation, etc., is involved, it may be amended by the grievant or MEA.

2. Steps.

Step 1: At the employee's or MEA's sole option, grievances may be presented to the supervisor either orally or in writing. If the complaint is presented orally, the procedure is informal and may be settled by an oral answer given within five working days to the employee and MEA representative. If the grievance is presented in writing, the procedure is formal, a meeting with the grievant and MEA shall be held, and the answer must be given in writing within five working days after the meeting at which the supervisor was given the written grievance.

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 problem 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 Management'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, on matters over which the Commission has authority, or before the Mayor or designee. 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 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 hearing. In grievances answered by the Mayor or designee, a hearing shall be held and a written response given within ten working days from the date of receipt of the appeal from Step 4. The employee or MEA may only request a hearing before the Civil Service Commission, on matters 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 6: Grievances arising out of the disagreement on interpretation or application of this MOU shall follow the City-wide grievance procedure. 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 for hearing and decision.

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.**
- 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. 95.60, Conflict of Interest and Employee Conduct
- h. 95.89, Parental Leave
- i. 95.90, Unused Sick Leave and Accrued Annual Leave Reimbursement
- j. 95.91, Employee **Rewards and** Recognition Program
- k. **97.00, Substance Abuse Policy**
- l. 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. 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 to be filed. The employee shall acknowledge reading such material by affixing **their** signature on the actual copy to be filed, with the understanding that said signature merely signifies that the employee has read the material to be filed 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. Any documents placed in the employee's file in violation of this provision will be removed at the employee's request.
4. 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.**

B. 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.

C. 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.

D. Dismissal During Probation.

Probationary employees in classifications in these Units 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.

E. 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 for 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.
 - 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 report shall include written comments as to 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.

F. 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. If the complaint or route slip is resolved in the employee's favor, the complaint, together with all related documents, shall be removed immediately from the employee's personnel file or files, unless the employee requests in writing that the document be retained.

G. 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.**

H. 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.

I. Fact Finding.

- 1. Management shall give an employee who is the subject of the fact finding sufficient notice of its need to conduct a fact finding session so as to allow the employee to obtain representation if **they choose.**

2. A copy of the fact finding questions will be provided to the employee and the employee's representative at the beginning of the fact finding session. **The employee's representative will retain a copy of the questions at the conclusion of the interview.**
3. Employees will normally receive written notification of the results of any fact finding interview within **30** calendar days of the interview. Employees not receiving such notification may request the results of the fact-finding through the Human Resources Director.
4. If the fact finding is not completed within **120** calendar days of the date the first interview with the subject took place, the employee 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 will be given the reasons additional time is required and a projected date for conclusion of the fact finding process.**

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

5. No fact finding 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.

J. 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.

K. 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.

L. 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.

M. 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 made in connection with any fact finding.

N. 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.

O. 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.

P. 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: 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 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: Mail Station

Management shall continue to provide MEA with a mail station at the Environmental Services Department at Ridgehaven. MEA agrees to continue to use this box and the City's interoffice mail system only for official communications with City Management and to respond to employee inquiries.

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. Remittance of the aggregate amount of all dues shall be made to MEA by the City on a biweekly basis at the conclusion of each pay period in which said dues were deducted.

- 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.

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 Periods

- A. 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.
- B. 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:

1. 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.
2. Subject to work assignments and department requirements, a rest period or a meal break should be allowed near the end of each two-hour period of work including overtime.
3. 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:
 - a. Combining two or more rest periods into one rest period;
 - b. “Saving” rest period time to justify extended lunch hours or shortened workdays;
 - c. Accumulating rest period time from day to day; and
 - d. Applying rest period time to compensatory or other time off, or in the considerations or computations concerned with overtime compensation.

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 to meet the needs of both the City and the employee.

- 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; Article 56, Overtime; and Personnel Manual Index Code H-4, Overtime Compensation.

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 abovementioned 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. **Compensatory Time.**
 - 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 one-hundred-twenty (120) hours annually.**
 - 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. No unused CTO hours may be carried over to a subsequent calendar year. No CTO can be elected for overtime worked during the last pay period of the calendar year.**
 - 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.**

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, Indochinese or Tagalog language in the performance of **their** duties, and who has been certified as bilingual by **the Personnel Department** shall be paid \$.70 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, Indochinese or Tagalog language in the performance of their duties and have been certified as bilingual shall be eligible to receive an additional \$.70 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 Indochinese 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 Senior City Attorney Investigator and City Attorney Investigator 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. Due to COVID-19 pandemic-related revenue losses, there will be no general salary increase during the one-year term of this MOU. Bargaining for a new FY22 MOU will begin in November 2020. However, employees will remain eligible for all current forms of compensation, including but not limited to step advances on the salary schedule, career advancement opportunities, certification and registration pay, and individual employees may receive promotions under the authority of San Diego Charter section 124 and all applicable Civil Service Rules, Personnel Regulations, and other provisions.
2. 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. 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.

As a result of COVID-19 pandemic-related revenue losses, there will be no new special salary adjustments implemented during the one-year term of this MOU. Since the City and MEA did not reach agreement regarding the implementation of special salary adjustments recommended by the Civil Service Commission in its Charter section 130 annual reports issued in the spring of 2019 and in 2020, the City agrees that during the next good faith meet and confer process to bargain terms and conditions for fiscal year 2022, the City will re-consider the Commission’s recommendations regarding these special salary adjustments for implementation in FY22. Also, 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.

1. Implementation of Special Salary Adjustments for Fiscal Years 2019 and 2020.

- a. The following special salary adjustments became effective for the first full pay period following July 1, 2018.

Classification	7/1/2018*
Fire Dispatch Administrator	5%
Fire Dispatcher	5%
Fire Dispatch Supervisor	5%
Crime Scene Specialist	5%
Latent Print Examiner 1	7%
Latent Print Examiner 2	7%
Supervising Latent Print Examiner	7%
Ranger/Diver 1	5%
Ranger/Diver 2	5%
Parking Enforcement Officer 1	5%

Parking Enforcement Officer 2	5%
Parking Enforcement Supervisor	5%
Senior Parking Enforcement Supervisor	5%
Special Event Traffic Control Supervisor	5%
Supervising Field Representative	4.3%
Senior Wastewater Operations Supervisor	5%
Police Dispatch Administrator	5%
Police Dispatch Supervisor	5%
Police Lead Dispatcher	5%
Police Dispatcher	5%
Dispatcher 1	5%
Dispatcher 2	5%

***Effective first full pay period of the month.**

- b. The following special salary adjustments became effective for the first full pay period following January 1, 2019 and January 1, 2020.

Classification	1/1/2019*	1/1/2020*
Accountant I	7.5%	7.5%
Accountant II	7.5%	7.5%
Accountant III	7.5%	7.5%
Accountant Trainee	7.5%	7.5%
Airport Manager	10%	10%
Assistant Chemist	7.5%	7.5%
Assistant Laboratory Technician	7.5%	7.5%
Assistant Planner	7.5%	7.5%
Associate Chemist	7.5%	7.5%
Associate Planner	7.5%	7.5%
Crime Scene Specialist	3.5%	3.5%
Criminalist I & Criminalist I (Option Class: DNA)	5%	5%
Criminalist II & Criminalist II (Option Class: DNA)	5%	5%
DNA Technical Manager	5%	5%
Biologist I (Option Class: Environmental)	7.5%	7.5%
Biologist II (Option Class: Environmental)	7.5%	7.5%
Biologist III (Option Class: Environmental)	7.5%	7.5%
Heating, Ventilating & Air Conditioning Supervisor	5%	5%
Junior Chemist	7.5%	7.5%
Junior Planner	7.5%	7.5%
Laboratory Technician	7.5%	7.5%
Legal Secretary I	10%	10%
Legal Secretary II	10%	10%
Library Technician	1.25%	1.25%
Marine Biologist I	7.5%	7.5%

Marine Biologist II	7.5%	7.5%
Marine Biologist III	7.5%	7.5%
Parking Enforcement Supervisor	2.5%	2.5%
Payroll Audit Specialist I	5%	5%
Payroll Audit Specialist II	5%	5%
Payroll Audit Supervisor	5%	5%
Payroll Specialist I	5%	5%
Payroll Specialist II	5%	5%
Payroll Supervisor	5%	5%
Pesticide Supervisor	5.5%	5.5%
Police Records Clerk	7.5%	7.5%
Principal Legal Secretary	10%	10%
Principal Police Records Clerk	7.5%	7.5%
Ranger/Diver I	1%	1%
Ranger/Diver II	1%	1%
Ranger/ Driver Supervisor	1%	1%
Senior Chemist	7.5%	7.5%
Senior Legal Secretary	10%	10%
Senior Library Technician	1.25%	1.25%
Senior Marine Biologist	7.5%	7.5%
Senior Parking Enforcement Supervisor	2.5%	2.5%
Senior Planner	7.5%	7.5%
Senior Police Records Clerk	7.5%	7.5%
Senior Workers' Compensation Claims Representative	10%	10%
Senior Zoning Investigator	2.5%	2.5%
Special Event Traffic Control Supervisor	5%	5%
Supervising Crime Scene Specialist	3.5%	3.5%
Supervising Criminalist & Supervising Criminalist (Option Class: DNA)	5%	5%
Supervising Therapeutic Recreation Specialist	1.25%	1.25%
Therapeutic Recreation Leader	1.25%	1.25%
Therapeutic Recreation Specialist	1.25%	1.25%
Wastewater Treatment Superintendent	7.5%	7.5%
Workers' Compensation Claims Representative I	10%	10%
Workers' Compensation Claims Representative II	10%	10%
Zoning Investigator I	2.5%	2.5%
Zoning Investigator II	2.5%	2.5%

*Effective first full pay period of the month.

- c. The following special salary adjustments became effective for the first full pay period following July 1, 2019 and April 1, 2020:

Classification	July 1, 2019*	April 1, 2020*
Biologist 1	15%	-
Biologist 2	15%	-
Biologist 3	15%	-
Interview and Interrogation Specialist 1	15%	-
Interview and Interrogation Specialist 2	15%	-
Interview and Interrogation Specialist 3	15%	-
Land Surveying Associate	-	10%
Land Surveying Assistant	-	10%
Librarian 1	-	10%
Librarian 2	-	10%
Librarian 3	-	10%
Librarian 4	-	10%
Paralegal	-	10%
Plant Process Control Supervisor	20%	-
Principal Paralegal	-	10%
Principal Survey Aide	-	10%
Senior Biologist	15%	-
Senior Land Surveyor	-	10%
Senior Paralegal	-	10%
Senior Survey Aide	-	10%
Storm Water Environmental Specialist 3 [retitled]	15%	-
Supervising Librarian	-	10%
Supervising Wastewater Pretreatment Inspector	20%	-
Swimming Pool Manager 1	-	10%
Swimming Pool Manager 2	-	10%
Swimming Pool Manager 3	-	10%
Wastewater Operations Supervisor	6%	-
Wastewater Pretreatment Inspector 1	20%	-
Wastewater Pretreatment Inspector 2	20%	-
Wastewater Pretreatment Inspector 3	20%	-
Wastewater Pretreatment Program Manager	20%	-

*Effective first full pay period of the month.

- d. Effective for the first full pay period following July 1, 2019 through June 30, 2020, the following classifications identified below that are assigned in the Public Utilities Department received 20% of base salary as special assignment pay regarding water/wastewater public safety. Effective July 1, 2020, this special assignment pay will be converted to a base salary increase. The Fiscal Year 2021 Salary/Wage Table will be modified to reflect this increase.

- i. **Senior Power Plant Supervisor and Power Plant Supervisor.**
- ii. **Instrumentation and Control Supervisor.**
- iii. **General Water Utility Supervisor, Principal Plant Technician Supervisor, Senior Plant Technician Supervisor, and Water Systems District Manager.**

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.

2. Three-Wheel Motorcycle Pay.

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

3. Grounds Maintenance Supervisor and Greenskeeper Supervisor Pay.

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

4. Asbestos Containment Team Pay.

a. Employees assigned to the Asbestos Containment Team (ACT) shall receive \$1.25 per hour additional pay while actually performing asbestos containment work. This will include training and team meetings. Only volunteers will be assigned to this Team. Members of the Asbestos Team will receive the above premium pay for the entire pay period when assigned to the above activities.

b. Employees performing technical work only in areas where asbestos is present shall wear respirator protection and any other **Personal Protective Equipment** as directed by the Asbestos Management Program staff. In addition, assignments made under the aforementioned conditions shall be mandatory and said employees shall be eligible for the additional \$1.25 per hour. Prior to wearing a respirator, all employees shall receive respirator training and a medical clearance.

c. MEA will be allowed to monitor the work of the ACT on an occasional basis.

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 Department Dispatchers I and II (911 Operators).

Dispatchers I and II assigned as 911 Operators in the Police Department Phone Room 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. Forensic 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. Forensic 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, Criminalist I and II, Interview and Interrogation Specialists I, II,

III, Latent Print Examiner I and II, Latent Print and Forensic Specialist Supervisor and Forensic 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. **Effective for the first full pay period following July 1, 2019, Payroll Specialists and Payroll Supervisors who are assigned to positions in the Fire-Rescue Department will receive 15% of base salary as special assignment pay.**

D. Registration Pay for Engineers.

- 1. Senior, Associate, Assistant and Junior level engineers in the disciplines of Civil, Communication, Corrosion, Electrical, Land Survey, Mechanical, Structural and Traffic Engineering, Principal Survey Aide, Project Officer I and II, Development Project Managers, and Senior Engineer – Fire Protection shall receive approximately 15 percent additional pay for state registration. Assistant, Associate and Senior Communication Engineers who possess the National Association of Radio & Telecom Engineers certification as Engineering Class 1 or Engineering Class 2, shall be eligible to receive the additional pay. Additionally, Engineers in the discipline of corrosion who obtain and maintain the National Association of Corrosion Engineers CP Level 3 – Cathodic Protection Specialist Certification in lieu of the State registration shall be eligible to receive the additional pay.

- 2. Senior, Associate, Assistant and Junior level engineers in the Structural engineering discipline shall receive approximately **five** 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 and Associate Engineering Geologist (Option Title), Engineering Geologist (Option Title), Assistant Engineering 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.

Park Designer shall receive approximately 15 percent additional pay for possession of a state Landscape Architect license. **Only employees in the classification of Park Designer who must possess a state Landscape Architect license for the performance of their duties may receive this additional pay; however, employees in the classification of Project Officer, who were receiving this additional pay prior to July 20, 2012 with written approval of the City, may continue to receive this additional pay as long as they must possess a state Landscape Architect license for the performance of their duties. If an employee in the classification of Project Officer who was receiving this additional pay prior to July 20, 2012 changes classifications or no longer must possess the state Landscape Architect license for the performance of their duties, the employee will no longer be eligible to receive this additional pay.**

6. Infrastructure Premium Pay for Engineering Services.

- a. Senior, Associate, Assistant, and Junior level engineers in the disciplines of Civil, Corrosion, Electrical, Land Survey, Fire Protection, Mechanical, Structural and Traffic Engineering, who are receiving or become eligible for 15% registration pay, as set forth in subsection D-1 above, will receive additional Infrastructure Premium Pay as follows:
 - i. Effective for the first full pay period following January 1, 2019, and 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 and Associate Engineering Geologist (Option Title), Engineering Geologist (Option Title), and Assistant Engineering 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 and Associate Engineering Geologist (Option Title), Engineering Geologist (Option Title), and Assistant Engineering 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 classification listed in subsection D-6-a, above, who are not registered, are eligible for "Engineer-on-Training" (EIT), "Land Surveyor-in-Training" (LSIT) or "Geologist-in-Training" (GIT) 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.
- i. Effective for the first full pay period following January 1, 2019, this EIT/LSIT/GIT 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 certification pay.
 - iii. Once an employee who is EIT/LSIT/GIT certified achieves their registration pay and infrastructure premium pay in accordance with this section and the employee's eligibility for EIT/LSIT/GIT 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.

Senior, Associate, Assistant, and Junior level engineers in the Civil engineering discipline will receive 5% additional pay for possession of a State Geotechnical Engineering license while assigned to a position performing specialized work in the Geotechnical discipline.

8. **Licensure and Certification Verification.**

To be eligible for the registration, certification, and infrastructure premium pays provided in section D, an employee must submit evidence that they possess a current, valid registration or certification issued by the State of California in the discipline or disciplines for which registration or certification pay is available, or, where applicable, by the National Association of Corrosion Engineers. There is no difference between the terms “registered” and “licensed” for purposes of section D; the terms are interchangeable.

9. **Eligibility for Multiple Registration or Certification Pays.**

In the event that an employee is eligible for more than one registration nor special license pay available under this section, they will be eligible for the additional pay associated with each up to a maximum cumulative pay of 23% effective for the first full pay period following January 1, 2019, and up to a maximum cumulative pay of 31% effective for the first full pay period following January 1, 2010, except those employees who are eligible for additional pay for extra licenses under subsections D-2 and D-7, above, whose maximum cumulative pay will be 28% effective for the first full pay period following January 1, 2019, and 36% effective for the first full pay period following January 1, 2020.

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. **Grade V Certification Pay for Water Operations Supervisors.**

Water Operations Supervisors who obtain a Water Treatment Operator Grade 5 certificate from the **State Water Resources Control Board or successor agency** shall receive approximately **five** percent additional pay. Employees shall be eligible for this additional pay upon presenting evidence that they possess a current, valid State certification.

G. **Certification Pay for Police Department Dispatchers.**

1. Effective the first full pay period following July 1, 2016, Dispatchers I and II who are assigned as 911 Operators in the Police Department Phone Room, Police Dispatchers, Police Lead Dispatchers, Police Dispatch Administrators and Police Dispatch

Supervisors shall receive a total of 10 percent additional pay for their P.O.S.T. Basic Dispatcher Course Certificate.

2. Effective the first full pay period following January 1, 2017, Dispatchers I and II who are assigned as 911 Operators in the Police Department Phone Room, Police Dispatchers, Police Lead Dispatchers, Police Dispatch Administrators and Police Dispatch Supervisors shall receive a total of 15 percent additional pay for their P.O.S.T. Basic Dispatcher Course Certificate.
3. Effective the first full pay period following June 30, 2017, Dispatchers I and II who are assigned as 911 Operators in the Police Department Phone Room, 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.
4. 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 as set forth in Article 21, C. 8.

H. 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.

I. Police and Fire Dispatcher Shift Rotation Pay.

All dispatch-related job classifications in Police and Fire Communications (Dispatcher I and II, Police Dispatcher, Police Lead Dispatcher, Police Dispatch Supervisor, Police Dispatch Administrator, Fire 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.

J. Library Shift Differential Pay.

Effective January 2017, Library employees began working an alternating Friday/Saturday schedule after a majority of employees voted in favor of the schedule prior to implementation as their preferred choice of two schedule options being offered. Employees continue to work this schedule as of June 2020, and the City and MEA agree that any changes to the alternating Friday/Saturday schedule must be accomplished through a good faith meet and confer process that carefully considers the impacts on all employees as well as on City operations and budgeting. However, the City and MEA also recognize that working at night and during the weekend is necessary for most Library positions in the Library Department due to operational needs and staffing considerations, and that, under Personnel Manual,

Index Code H-6, the department head is responsible for scheduling work so that the need for shift differential pay will be held to a minimum. Therefore, the City and MEA have agreed that, effective November 1, 2019, employees in the job classifications of Library Assistant and Librarian are not eligible for shift differential pay under Index Code H-6 for working split weekends so long as the alternating Friday/Saturday schedule remains in effect.

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. Retirement Benefits for Employees Initially Hired on or After July 20, 2012, subject to Article 4.B.1.

On October 1, 2012, the City Council approved an agreement between the City and MEA on the terms for an interim defined contribution plan under San Diego Charter sections 140 and 150 for employees initially hired on or after July 20, 2012 who are ineligible for the City's defined benefit plan, subject to Article 4.B.1. The agreement is attached as Appendix F and is incorporated into this MOU, and controls over any contradictory language in this MOU for those employees initially hired on or after July 20, 2012.

C. New Pension Plan for Employees Hired on or after July 1, 2009, but, subject to Article 4.B.1, before July 20, 2012.

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, but, subject to Article 4.B.1, before July 20, 2012, 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, but, subject to Article 4.B.1, before July 20, 2012, are as follows:

a. Defined Benefit Plan

i. Retirement Factors

Age 55: 1.00%	Age 60: 2.00%
Age 56: 1.25%	Age 61: 2.12%
Age 57: 1.65%	Age 62: 2.24%
Age 58: 1.758%	Age 63: 2.36%
Age 59: 1.874%	Age 64: 2.46%
	Age 65: 2.6%

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. A 0.25% mandatory City contribution and a matching 0.25% employee contribution will be paid into a Retiree Medical Trust.
- ii. The City will establish a Retiree Medical Trust and will engage in further meet and confer to determine collaboratively the details related to (1) the manner and means of administering the Trust, and (2) the nature and scope of the benefits to be available and on what terms. Additional voluntary employee contributions, with no City match, will be permitted to the extent otherwise allowed by law.

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.

D. 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, subject to Article 4.B.1, before July 20, 2012, 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.

E. Retiree Health Benefits.

Notwithstanding any provision in this MOU to the contrary, 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.

The following paragraphs E.1 through E.3. are provided solely for historical purposes and have no effect where in conflict with the retiree health MOU.

1. Effective July 1, 2002, a “Health Eligible Retiree,” as defined in the Municipal Code, will have the applicable Medicare eligible or non-Medicare eligible insurance premiums paid for the Health Eligible Retiree-only insurance, or the Health Eligible Retiree will be reimbursed the actual cost incurred from the Medicare eligible or non-Medicare eligible retiree-only premium up to the maximum amount allowed in Division 12 of the Municipal Code. Division 12 of the Municipal Code will be amended to set the maximum amounts to be paid on behalf of or reimbursed to a Health Eligible Retiree for retiree-only Medicare eligible or non-Medicare eligible health insurance premiums based on the premium for the City-sponsored PPO plan for Fiscal Year 2003 and annually adjusted thereafter based on the Centers for Medicare & Medicaid Services, Office of the Actuary, projected increase for National Health Expenditures for the full year period ending in the January preceding the start of the new plan year; such adjustment shall not exceed 10 percent for any given year. The maximum amount of monies reimbursed to Health Eligible Retirees will be 100% of such Medicare-eligible or non-Medicare eligible retiree-only premium. Pursuant to

this provision the based monthly maximums are established for Fiscal Year 2003 as follows:

- a. For Non-Medicare eligible retirees: \$489.16
 - b. For Medicare eligible retirees: \$460.67
2. Health Eligible Retirees may choose to participate in a City-sponsored health insurance plan or any other health insurance plan of their choice.
 3. Additionally, the Retirement System will reimburse the Part B Supplemental Medical Expense Premium for those Health Eligible Retirees enrolled in Medicare.

F. Disability Income Offsets

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

G. 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.

H. 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.

I. 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.

<u>Retirement Age</u>	<u>Benefit</u>
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.

1. Employees with a meets standards Performance Evaluation may be granted an Exceptional Merit Increase for a maximum of a one-step increase to the next consecutive step within the salary range, unless in conjunction with a normal merit increase where a maximum two-step increase would be permitted. Exceptional Merit Increases, not done in conjunction with a normal merit increase, will be effective at the beginning of a pay period and can be no earlier than the pay period in which the supervisor delegated the responsibility by the Appointing Authority signs the document.

ARTICLE 26:
Copies of the Agreement

MEA may obtain copies of this MOU from the City by reimbursing the City for **its** cost. The City agrees to provide MEA with **1,500** free copies of this MOU without charge. **This Memorandum will be posted 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.
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.

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 for FY21 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, for FY21, there is also a new 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 for the FY21 fiscal year which begins on July 1, 2020, 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 City–Paid Medical Coverage for Employee–Plus Tiers and Not Take Any Cash–Back From FBP Credits.**

During open enrollment for the FY21 fiscal year which begins on July 1, 2020, employees hired before July 1, 2020, will have the option to get more Flex Credits to cover themselves plus a spouse, domestic partner, children or family as follows:

Employee and Children	\$14,000
Employee and Spouse/Domestic Partner	\$16,000
Employee and Spouse/Domestic Partner and Children	\$22,000

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 provide during open enrollment reasonable evidence of enrollment in "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, will have the following Flex Credits available for FY21. 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 flexible spending account (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. An eligible employee who has other medical coverage outside the FBP may still select the lowest cost Employee Only medical insurance option and then use the remaining Flex Credits for other benefits but no cash-back.

Employee Only	\$ 7,600
Employee and Children	\$14,000
Employee and Spouse/Domestic Partner	\$16,000
Employee and Spouse/Domestic Partner and Children	\$22,000

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. On or about April 1 of each year during the term of this MOU or earlier if mutually agreed, the Parties will exchange premium rates for the Parties’ respective plan offerings.
- E. The benefits available through the FBP and the respective annual costs of the benefits are reflected in the Flexible Benefits booklet provided to each employee each year.
- F. 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. Eligible employees may designate a specific amount of pre-tax money (IRS restrictions apply) to be withheld from their paycheck to reimburse eligible out-of-pocket Health Care Spending Account (HCSA) and Dependent Care Spending Account (DCSA) expenses. These payroll deductions must be designated during the open enrollment period, are irrevocable, and are subject to IRS regulations. These amounts 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) including dependent coverage and life insurance will be automatically continued at the same level for the next year as if the employee had elected to keep them. All other benefit options will be cancelled. Employees agree that City may make a payroll deduction for employee and/or dependent medical, dental, 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, including HCSA and DCSA reimbursements, 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.

G. With 90-days prior written notice to MEA, the City will have discretion to change the plan year of the City's Flexible Benefits Plan from a fiscal year basis to a calendar year basis beginning January 1, 2022:

1. Rate renewals with group health insurance providers in early calendar year 2021 will need to account for transition to calendar year plan (17-month rate renewal for coverage dates starting in August 1, 2021 through December 31, 2022).
2. A first open enrollment will be held in June 2021 for a short plan year. (Health plan coverage effective dates will be August 1, 2021 through December 31, 2021).
3. A second open enrollment will be held in November 2021 for a new calendar year plan. (Health plan coverage effective dates will be January 1, 2022 through December 31, 2022).
4. Thereafter, open enrollment would be held once a year in the late fall for the calendar year plans (effective dates January 1 through December 31), with rate renewals for 12-month coverage periods.

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, upon request, to MEA:

- 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.
- B. Quarterly, the City shall provide MEA with an **electronic file** containing the information listed in Section A above for all employees in a Bargaining Unit.
- C. The City will make available to MEA information pertaining to employment relations as set forth in this rule and Government Code Sections 6250-6260.
- 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 regards 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. The City agrees to provide general information to City employees during New Employee Orientation regarding the applicability of the MMBA to City employment, and regarding the legitimate status of employee organizations as exclusive bargaining representatives.
- B. City agrees to provide MEA with an opportunity to make a one-half-hour presentation to new employees during City's New Employee Orientation Program. These presentations will not exceed one-half hour, and will be restricted to employees in job classifications represented by MEA. MEA will be provided a separate room for their presentations.

In addition to the opportunity to make such presentations to new employees, the City agrees to provide MEA the same opportunity once each month to make presentations to those City employees who become benefitted MEA-represented employees as a result of a transfer, promotion, or change in status. The City will make attendance at one of these monthly orientations mandatory for affected employees at or near the time of the qualifying event.

- C. MEA, upon request to Management, will be provided with an opportunity to have presentations not to exceed one-half hour at New Employee Orientations in departments which have departmental programs and that do not send employees to the **citywide** program.
- D. MEA may provide the pertinent information on its dental and vision plans for presentation by the City during New Employee Orientations, and an MEA representative may attend the presentation as an observer. MEA may report any inaccurate or improper presentations related to its plans to the Human Resources Director for **their** immediate attention.
- E. The City will provide new employees with the forms associated with the various benefits plans during the pre-lunch “benefits” portion of the program.

ARTICLE 37: **Appeals**

- A. 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** permanent record 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.
 - 1. 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.
 - 2. 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.
- B. Formal reprimands without further penalty more than two years old, and those with additional penalty more than three years old, will be destroyed, and will not be considered for purposes of promotions, transfers, special assignments, and disciplinary actions, except as to disciplinary actions when the reprimands show patterns of specific similar misconduct. Reprimands may be retained in the employee’s personnel jacket as set forth in this Article. Upon request of the employee, such reprimands will be destroyed on this basis. In the event an employee fails to make such a request, on discovery by Management any reprimand will

be destroyed in accordance with this provision and shall not be relied upon for subsequent disciplinary action.

- C. Written counselings and written warnings, more than one year old will be destroyed and will not be considered for purposes of promotions, transfers, special assignments, and disciplinary actions, except as to disciplinary actions involving specific similar misconduct as that addressed in the letter of counseling or letter of warning. Letters of counseling and letters of warning may be retained in the employee's personnel jacket as set forth in this Article. Upon request of the employee, such letters of counseling and letters of warning will be destroyed on this basis. In the event an employee fails to make such a request, on discovery by Management any counseling or warning will be destroyed in accordance with this provision and shall not be relied upon for subsequent disciplinary action.
- D. 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.

ARTICLE 38:

Transportation Programs

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)		Cents per Mile		Miles Reimbursed
D1	250	D1	72	250
D2	417	D2	69	167
D3	625	D3	66	208
D4	833	D4	63	208
D5	1042	D5	60	209
D6	1250	D6	58	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.

E. Parking.

1. An employee will be reimbursed the monthly **parking fee at Concourse Parkade, Civic Center Plaza, Central Library, 101 Ash Street, or Mission Hills Library** if, at least seven days each calendar month, **they drive their vehicle** on City business and use either the Concourse Parkade or **designated parking facilities for Civic Center Plaza, Central Library, 101 Ash Street, or Mission Hills Library**. When eligible, employees must include monthly parking fee in the "total amount due" section of their monthly mileage reports.

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

**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 will ensure that no City employee in any City employee occupied building is purposely exposed to an airborne concentration of asbestos more than the State of California's permissible exposure limits (PELs) as defined by Cal/OSHA, Title 8, section 5208. In the case of leased buildings, the City's Real Estate Assets**

Department (READ) will work with the landlord to ensure compliance practices are followed per the applicable regulations.

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. For City-owned buildings, the City shall notify MEA and all affected employees sufficiently in advance of any planned removal or containment of asbestos-containing materials to allow MEA to promptly address concerns on behalf of affected employees.
3. For City-leased buildings, READ shall notify Human Resources Department (HR) who will in turn notify MEA and all affected employees sufficiently in advance of any planned removal or containment of asbestos to allow MEA to promptly address concerns on behalf of affected employees.
4. If an unplanned potential asbestos fiber release occurs in a City-owned building, the City will promptly notify and if necessary remove all affected employees, and promptly begin clean-up activities and air monitoring. The City will report air quality results to the affected employees and will otherwise conform to all applicable local, state, and federal regulations. HR will promptly notify and keep MEA informed of the situation.
5. If READ is informed by the landlord or otherwise learns that an unplanned potential asbestos fiber release has occurred in a City-leased building, READ will promptly notify HR who will in turn notify MEA of the situation. Determination will be made as soon as possible by the City on the removal of all affected City employees and other steps as may be necessary.
6. In a City-owned building undergoing planned abatement work, Asbestos, Lead and Mold Program (ALMP) will monitor the abatement contractor according to all applicable local, state, and federal regulations. Prior to the reentry of any employee, visual inspections and final clearance air monitoring using PCM or TEM will be conducted by persons properly trained in working with asbestos. The air monitoring will be under the supervision of a Certified Asbestos Consultant (CAC) in conformance with Cal/OSHA, Title 8, section 5208.
7. Re-occupancy of a City-owned building will take place only after a Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) clearance air sample demonstrates acceptable area monitoring clearance levels. The results of final tests conducted will be made available to MEA and affected City employees.

B. Indoor Air Quality – Workplace Monitoring.

1. Whenever it is reasonable 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), the City shall air monitor (or cause to have air monitored) the work environment so that the potential exposures to City employees can be determined, if any.
2. For City-owned buildings, the Risk Management Department (RM) will respond to air quality concerns and, as necessary, will coordinate air quality testing and related work with ALMP and READ Facilities Division and may relocate affected employees.

HR will promptly notify MEA of the situation. The results of any tests conducted in response to the concerns will be made available to MEA and affected City employees.

3. In City-owned buildings, if exposures to airborne contaminants are found or if reasonably expected to exceed allowable levels, measures to control such harmful exposures shall be instituted in accordance with Cal/OSHA, Title 8, section 5141. The City will promptly notify MEA and, if necessary, remove all affected City employees.
4. For City-leased buildings, READ will address air quality concerns with the landlord and will ensure that the landlord follows all compliance practices in accordance with applicable regulations. Upon learning of any air quality concerns, READ will promptly notify HR who will in turn notify MEA of the situation. The City will promptly make a determination as to the removal of all affected City employees.
5. The City shall maintain a written Process Narrative on requests for air quality testing and responses. The procedures shall be adjusted as needed to maintain best practices.

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
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 Officer
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)

- 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 Refuse Collection Supervisors will be reimbursed for one jacket with City logo. The jackets will be replaced on an as needed basis.
- L. Park Rangers 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 **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:

<u>Department</u>	<u>Designated Classifications</u>
Facilities	Carpenter Supervisor Electrical Supervisor HVAC Supervisor Plumber Supervisor Painter Supervisor Roofing Supervisor
PUD Water System Operations Division, Water Construction and Maintenance Division, Wastewater Treatment and Disposal Division, and Wastewater Collection Division	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 Safety and Training Manager Safety Officer Safety Representative I & II Senior Backflow and Cross Connection Specialist Senior Biologist Senior Electrical Engineer/Plant Control Engineer Senior Plant Technician Supervisor Senior Power Plant 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 **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. 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.
15. 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.
16. Female employees will be exempt from the program during pregnancy when at the employee's discretion it is no longer practical to participate.
17. Long sleeve polo shirts will be made available as part of the shirt selection.
18. Employees currently receiving uniforms and laundry services under the Safety Program shall continue to receive uniforms and laundry services as currently provided.
19. Employees in the program may wear department recognition shirts, MEA shirts and MEA caps at their discretion.
20. 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.

21. 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:

Classification	Current	FY17 Increase5 %	FY18 Increase 5%	FY19 Increase 5%	FY20 Increase 5%
Area Refuse Collection Supervisor (including Hourly employees)	\$500	\$525	\$551	\$579	\$608
Safety Representative I, Safety Representative II, Safety Officer; and Safety and Training Manager in Environmental Svcs, and Public Utilities.	\$500	\$525	\$551	\$579	\$608
Police Investigative Service Officer I, Police Investigative Service Officer II	\$800	\$840	\$882	\$926	\$972
Park Ranger, Senior Park Ranger	\$780	\$819	\$860	\$903	\$948
Parking Enforcement Officer I, Parking Enforcement Officer II, Parking Enforcement Supervisor, Senior Parking Enforcement Supervisor (excluding hourly employees)	\$800	\$840	\$882	\$926	\$972

Field Representative (Police Department)	\$348	\$365	\$383	\$402	\$422
Special Event Traffic Controller, Special Event Traffic Control Supervisor (excluding Hourly employees)	\$448	\$470	\$494	\$519	\$545
Police Code Compliance Officer, Police Code Compliance Supervisor, Senior Code Compliance Supervisor (Police Department)	\$800	\$840	\$882	\$926	\$972
Code Compliance Officer, Code Compliance Supervisor (Fire-Rescue Department and PUD, Business Support Branch)	\$400	\$420	\$441	\$463	\$486
Auto Messenger I, Auto Messenger II (including Hourly)	\$250	\$263	\$276	\$289	\$304
Ranger Diver I (including Hourly), Ranger Diver II, Ranger Diver Supervisor	\$1,204	\$1,264	\$1,327	\$1,394	\$1,463

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.

1. **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.
2. 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.
3. 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;
 - 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 "Cesar Chavez Day";
 - e. Last Monday in May, known as "Memorial Day";
 - f. July 4;
 - g. First Monday in September, known as "Labor Day";
 - h. November 11, known as "Veterans' Day";
 - i. Fourth Thursday in November, known as "Thanksgiving Day";
 - j. December 25; and
 - k. Every day appointed by the City Council for a public fast, thanksgiving or holiday.
2. If January 1, March 31, 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.

- a. When Christmas, New Year's Day, or July 4th falls on either a Saturday or Sunday, Police, Fire and Public Works Dispatchers only, shall receive holiday compensation, including premium overtime, for all hours worked on the actual holiday when the employee is scheduled to work on that day. In such instances, holiday compensation will not be paid on the day the holiday is observed.
- b. The following are examples of holiday pay procedures:
 - i. Employees who are scheduled to work on both the City-observed holiday and the actual holiday will receive holiday pay on the actual holiday.
 - ii. Employees who are scheduled to work on the City-observed holiday and have a scheduled day off on the actual 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 actual holiday will receive holiday pay on the actual holiday.
 - iv. Employees who have a scheduled day off on both the City observed holiday and the actual holiday will receive holiday pay on the actual holiday.

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

B. Floating Holiday.

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) shall accrue credit for hours of holiday time equal to the hours worked in the employee's shift up to ten hours. Each employee accruing such time shall schedule **their** floating holiday to comply with the following conditions:

- 1. The floating holiday must be a one-time absence and it must be used before **June 30 of the fiscal year it was earned**; and
- 2. The floating holiday must be taken at a time convenient to the employee's Appointing Authority.

- C. Half-time, three-quarter time and full-time employees who are scheduled to work a shift of five, seven and nine or more hours on a fixed City holiday, shall be credited with one or more additional hours of holiday time respectively, for use on that holiday.

- D. Part-time 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 pick up 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 benefitted 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 the 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: Transportation Incentives

- A. Employees who use the Concourse Parkade, Central Library, Civic Center Plaza, **101 Ash Street, Mission Hills Library, or Horton Plaza** and pay on a biweekly basis will be charged 25 percent of the prevailing general public monthly rate.
- B. Employees participating in the Transportation Alternative Program (TAP) shall pay 50 percent of the public daily rate, for up to fifty-two occurrences per year. Participation in TAP is limited, and is available to employees on a first-come, first-served basis.

- C. The City will provide the following reimbursements, up to a maximum of \$100 per month, to those employees who purchase monthly passes for transportation on the public bus, trolley, and commuter rail service, or who ride bicycles to work and use bicycle lockers. Transportation passes will be for the exclusive use of the employee. Employees must use these subsidized transportation services to commute to and from work at least three days per week to be eligible for reimbursements. Employees in violation of these provisions will have their transportation incentives discontinued. Employees must purchase monthly passes through the City Treasurer no later than the twelfth day of the month prior to the month of intended use, except when an employee purchases the Adult Regional Annual Pass which requires full payment for the entire year. Payment is loaded onto issued Compass Cards.

Reimbursements are paid in accordance with the following terms:

1. The monthly Adult 2-Zone Coaster Pass and Adult 3-Zone Coaster Pass are subsidized at 90% subject to the \$100 monthly reimbursement cap.
2. The SDM Coaster pass (3-Zone Senior Coaster Pass) is subsidized at 90%, subject to the \$100 monthly reimbursement cap.
3. The Senior/Disabled SDM Regional Pass is subsidized at 90%, subject to the \$100 monthly reimbursement cap.
4. The Adult Regional Rapid Express Pass is subsidized at 90%, subject to the \$100 monthly reimbursement cap.
5. The Senior/Disabled SDM Regional Rapid Express Pass is subsidized at 90%, subject to the \$100 monthly reimbursement cap.
6. The Youth Regional Pass is subsidized at 90%, subject to the \$100 monthly reimbursement cap.
7. The All Trolley/Local Bus Route Pass (Adult Regional) is subsidized at 75%, subject to the \$100 monthly reimbursement cap, or \$18.00 per month in Fiscal Year 2017. The City will offer an All Trolley/Local Bus Route (Adult Regional) Annual Pass through a contractual agreement with San Diego Metropolitan Transit System's (SANDAG MTS) ECO Program. Through this program, employees can purchase the annual pass at a 90% subsidy. Payment for the annual pass must be received by the TAP Main Office no later than May 15th of each year through the term of the MOU. Restrictions issued by SANDAG MTS for this annual pass for the term of this MOU include:
 - a. No refunds
 - b. No opting out of months
 - c. Employees are responsible for registering and replacing a lost Compass Card
8. A City approved vanpool program is subsidized at 90%, subject to the \$100 monthly reimbursement cap.
9. Use of the San Diego Bay Ferry is subsidized at 90%, subject to the \$100 monthly reimbursement cap.

10. If SANDAG MTS discontinues or modifies the 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.
- D. The City will provide reimbursement to employees who use the Concourse Parkade, Civic Center Plaza, **Central Library, 101 Ash Street, Mission Hills Library, or Horton Plaza**, and carry riders. The rate of reimbursement will be calculated so that an employee who carries three riders will receive free parking.
- E. 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.

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. Employees shall be compensated for out-of-class assignments (OCAs) on the thirty-first continuous day of assignment or on the thirty-first day of cumulative OCA in the same classification. OCA accrues on a fiscal year basis only. Accumulated days will not be carried into the next fiscal year. An employee in an OCA will receive an increase at least 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.
- B. The City agrees that all OCAs, regardless of the number of hours worked in a pay period, shall be recorded in the employee's personnel file.
- C. Appointing Authorities shall 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. If OCA in excess of thirty work days where specialized needs are required, the Appointing Authority will advertise the vacancy division-wide.
- D. Management has discretion to determine when an OCA will be made. Management agrees to 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. 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 OCA. If the OCA lasts over five working days, an employee's current shift or station assignment shall not preclude **their** eligibility for OCA.
- E. OCA shall not exceed thirty consecutive working 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.
- F. 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.

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 duty, shall be paid for the reasonable estimate of the time required for

said employee to travel from and to **their** residence and the work area and for the time the employee actually works. The total time of call-back pay, including travel time, shall not be less than four hours, and shall be computed at the employee's premium overtime rate. This **call-back** pay provision shall also apply under circumstances where the employee is issued a call-back order before **they leave** the workplace at the end of **their** shift. **This section does not allow for the stacking of pay for multiple calls back to duty within a single four-hour period.**

2. Employees in the classifications of Assistant Criminalist, Criminalist, Evidence Technician, Forensic Specialists, Latent Print Examiners, Document Examiners, Police Property and Evidence Clerk, Polygraph Examiner, Interview-Interrogation Specialists, Latent Print and Evidence Technician Supervisor, Supervising Criminalist, Stores Supervisor (Police Property Room), Dispatcher II (Tape Researcher), Cal-ID Technician and Forensic Alcohol Analyst shall receive a minimum of four hours call-back pay.

B. Court Pay.

Assistant Criminalists, Criminalists, Police Investigative Service Officer I & II, Evidence Technicians, Forensic Specialists, Latent Print Examiners, Document Examiners, Police Property and Evidence Clerks, Polygraph Examiners, Interview-Interrogation Specialists, Latent Print and Evidence Technician Supervisors, Supervising Criminalists, Stores Supervisors (Police Property Room), Dispatcher II's (Tape Researcher), Cal-ID Technicians and Forensic Alcohol Analysts 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 court pay and call-back pay shall not apply in the following situations:
 - a. When an employee is required by subpoena to appear in court prior to **their** scheduled shift, and the appearance is contiguous with the shift; or when an employee attends court then reports to work an hour later;

- b. When an employee is already present at the work station and is required by a supervisor to start work early or to resume work following the end of shift;
 - c. When an employee is required to attend a meeting 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 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, the employee should receive compensation only for the time **the employee** actually worked, or spent in court or in meetings before or after **their** shift.

D. Court Stand-By.

When an Assistant Criminalist, Criminalist, Evidence Technician, Forensic Specialist, and Forensic Alcohol Analyst 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: Engineers and Surveyors

- A. The Human Resources Department shall continue to conduct a study of the Engineering and Survey series that shall require the Engineering and Capital Projects to keep the following records to determine that the current levels of recruiting and retention are adequate:
- 1. Detailed documentation of all eligibles on lists, interviewed or not interviewed, as to why they did meet or did not meet departmental requirements;
 - 2. After selection process has been completed, documentation on interviewees as well as documentation on the reasons why an eligible waived a job offer; and
 - 3. Detailed exit interviews documenting exact reasons for leaving.
- B. Management will meet with MEA to share the information gathered on a mutually agreed upon date.
- C. Nothing in this Article shall be construed so as to require the release of information which is individually identifiable to a current or prospective City employee.

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 10, Section J, or Article 37 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. After a section 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 to City Employees

- A. 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.
- B. 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.

- C. 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.
- D. Repayment of Funds.
1. An employee will pay no penalties, fees or interest as a result of the overpayment.
 2. The employee shall have the right to select one of the **three** following options for the repayment of the funds:
 - a. A lump sum payment with a date mutually established by the employee and the department.
 - b. 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.)
 - c. Any other repayment arrangement mutually agreed upon between the City and the employee **but not to exceed a repayment plan of five calendar years.**
 3. 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.
 4. **If an employee leaves City employment with an outstanding repayment plan, the employee will be invoiced for any remaining balance owed.**
 5. 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.
- E. Referral to Collections.
1. 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.
 2. 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.

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:
Telecommuting

The City shall include the following provisions in its telecommuting policy:

- A. The City will reimburse employees for required phone costs/lines. Supplies required to complete assigned work at the alternate location which are normally available at the employee's regular office will be made available during in-office visits.
- B. The employee's home telephone number will remain private; however, the supervisor may have the number in order to make contact with the employee, if necessary.
- C. Participation will not be limited to employees who use computers, but may be extended to other employees whose physical presence at a City office or facility is not necessary to successful performance of the assigned functions.
- D. An employee working an alternate work schedule may be eligible to telecommute subject to the discretion of the Appointing Authority; conversely, employees who telecommute may be eligible for alternate work schedules at the discretion of the Appointing Authority.

ARTICLE 72: Consultant/Contractor Review

The City and MEA agree to continue the Consultant/Contractor Review Committee to: (a) study and to evaluate consultant/contractor issues; (b) eliminate waste and abuse; and (c) identify additional employment opportunities for City employees wherever and whenever possible.

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.
 - i. 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 (to be verified by the department Payroll Specialist), as a result of a qualifying event in order to establish a **Catastrophic** Leave Bank.
 - 1) A recipient’s total annual leave balance including donated leave cannot exceed 2,080 hours.
 - ii. The employee must receive approval for an unpaid leave of absence from **their** Department Head.

- b. Requests to establish a **Catastrophic** Leave Bank to receive donations will be processed by the Human Resources Department.
 - i. An eligible employee must submit a completed “Request to Establish Catastrophic Leave Bank” form to the Human Resources Department, accompanied by:
 - 1) 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.
 - 2) Evidence of the Department Head’s approval of the leave of absence.
 - 3) 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.
- 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.
 - i. Donations of leave are strictly voluntary; the City will maintain the identity of **Catastrophic** Leave Bank donors in absolute confidence.
 - ii. Employees may only donate accrued annual leave.
 - iii. Donations must be made in whole-hour increments.
 - iv. **Donation authorization requests that do not contain all requested information will not be processed.**
 - v. Donors must have at least 160 hours of annual leave (which includes donated Medical Leave) and Catastrophic Leave remaining after the donated time has been deducted.
 - vi. Once donated to the **Catastrophic** Leave Bank, donated leave cannot be returned to the donor.

- vii. 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:
 - i. **Verify that the donating employee has the minimum required leave balance of 160 hours.**
 - ii. 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.
 - iii. 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.
 - iv. Subtract the donated time from the donor's designated leave category; and
 - v. Add the donated hours to the recipient's Catastrophic Leave – Annual Leave (CatLv-AL) bucket.
- e. 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. Payments up to 80 hours per pay period will be made to the recipient until the donated leave has been exhausted.
 - i. 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.
 - ii. Employees using donated annual leave hours will continue to accrue annual leave in accordance with Personnel Manual Index Code I-2, Annual Leave.
 - iii. Donated Leave can only be used on a going forward basis.
 - iv. An employee who receives Donated **Catastrophic** Leave under this Catastrophic Leave Plan may either take the Donated **Catastrophic** Leave as compensated time off, or may receive pay-in-lieu of the Donated **Catastrophic** Leave, consistent with Personnel Manual Index Code I-2, subparagraph E, but may not re-donate that time to a Catastrophic Leave Bank or Medical Leave Bank for use by another employee.

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.
 - i. 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 (to be verified by the department

payroll specialist), as a result of a qualifying event in order to establish a Leave Bank.

- 1) 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.
 - 2) A recipient's total annual leave balance including donated leave cannot exceed 2,080 hours.
 - ii. The employee must receive approval for an unpaid leave of absence from **their** Department Head.
- b. Requests to establish a Medical Leave Bank to receive donations will be processed by the Human Resources Department.
 - i. An eligible employee must submit a completed "Request to Establish Medical Leave Bank" form to the Human Resources Department, accompanied by:
 - 1) 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.
 - 2) Evidence of the Department Head's approval of the leave of absence.
 - 3) 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.
- 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.
 - i. Donations of leave are strictly voluntary; the City will maintain the identity of Medical Leave Bank donors in absolute confidence.
 - ii. Employees may only donate accrued annual leave.
 - iii. Donations must be made in whole-hour increments.
 - iv. **Donation authorization requests that do not contain all requested information will not be processed.**

- v. 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.
 - vi. Donors must have at least 160 hours of annual leave (which includes donated Medical Leave) and Catastrophic Leave remaining after the donated time has been deducted.
 - vii. Once donated to the Medical Leave Bank, donated leave cannot be returned to the donor.
 - viii. 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:
- i. **Verify that the donating employee has the minimum required leave balance of 160 hours.**
 - ii. 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.
 - iii. 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.
 - iv. Subtract the donated time from the donor's designated leave category; and
 - v. 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.
- i. 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.
 - ii. 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.
 - iii. 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 (8) hours and in whole hour increments thereafter.**
3. **The transferring employee must have at least 160 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 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.**

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. Forensic Alcohol Analysts' and Criminalists' Training.

City agrees that if Forensic Alcohol Analysts and 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 Forensic Alcohol Analysts' and 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: **Office Space**

City will have the right to adopt a revised A.R. 56.00, **Work Space Requests**. At the request of MEA, City will meet and confer over the identified impacts on the adoption of the A.R.

Such A.R. will be consistent with the policy that in determining work space allocation, the actual work being done based on the job responsibilities of each position and the space necessary to accomplish it, will be the primary determinant of space allocation.

Because space allocation is critical to both efficiency and the quality of the work environment, departments will solicit employee input into this process.

ARTICLE 79: **Voluntary Certification Pay**

A. Public Utilities Department (PUD) **Water System Operations Division and Water Construction and Maintenance Division** Certified Distribution Operator Certification Pay.

1. Employees in the **Water System Operations Division and Water Construction and Maintenance Division** 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

2. 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.
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: \$.55/hour
D5: \$.80/hour

Eligible Classifications:
Water Distribution Operations Supervisor
Water Systems Technician IV
Water Systems Technician Supervisor
Water Systems District Manager

4. To receive CDO certification compensation, employees must hold permanent, full-time status and meet performance standards at the time the certification pay is awarded.
5. 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**.
6. 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.
7. 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.

- B. Employees in the **Water System Operations Division and Water Construction and Maintenance Division** 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.

- C. Employees in the classifications listed in Appendix E (and excluding those listed in sections D and E) who obtain and maintain a Grade II certification in a job-related specialty from the California Water Environment Association will be eligible for an additional compensation of \$.55 per hour. Employees who obtain and maintain a Grade III certification will be eligible for \$.80 per hour maximum compensation. Employees who obtain and maintain a Grade IV certification will be eligible for \$1.05 per hour maximum compensation.
- D. 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 Level I certification from the International Society of Automation (ISA) will be eligible for \$.55 per hour additional compensation. Employees who obtain and maintain a Level II certification will be eligible for additional compensation of \$.80 per hour maximum compensation.
- E. Employees in the Power Plant Operator series will be eligible for \$.30 per hour compensation for possession of the Grade II Stationary Engineer Certification issued by the National Institute for Licensing of Power Engineers. \$.80 per hour maximum compensation will be paid for employees who obtain and maintain the Grade I certification. Employees who obtain and maintain the Chief Stationary Engineer Certification will be eligible for additional compensation of \$1.05 per hour.
- F. In order to be eligible for the additional compensation listed in Sections A-C above, employees must hold permanent status (i.e., have passed initial Citywide probation), and be rated Satisfactory or better at the time the additional compensation is awarded.
- G. Possession of the Level II certification from the International Society of Automation (ISA) may be required for classes listed in Section B 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.
- H. Possession of the Grade I Stationary Engineer certification for classes listed in Section C 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.
- I. 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.

- J. 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 Deputy Director; (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 an approval or denial. The decision of the Human Resources Director is final.
- K. For multiple certifications not specified in this Article, the request for certification pay must be submitted to the Human Resources Director, who will approve the request 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.
- L. 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.
- M. 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.
- N. Employees in the classifications of Plan Review Specialist I, II, III, and IV, and Supervising Plan Review Specialist who obtain and maintain the International Codes Council (ICC) certification as a Building Plans Examiner, shall be eligible to receive additional compensation of **five** percent.
- O. 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.
- P. 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. 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.
- Q. 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.
- R. 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.
- S. Employees in the classifications of Equipment Repair Supervisor, Metal Fabrication 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.

- T. 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.
- U. Employees in the classification of Latent Print Examiner II who obtain and maintain the certified Latent Print Examiner certification shall be eligible to receive the additional compensation of **five** percent.

ARTICLE 80:
San Diego Fire-Rescue Department Dispatchers and Repair Facility

A. **Emergency Command and Data Center (ECDC).**

1. **Non-City Employees.**

Under the **Emergency Medical Dispatch (EMD)** program design, non-City employees will perform dispatch duties related to non-emergency transport and basic life support. Non-City employees will not perform fire or emergency medical dispatch duties or other duties within the scope of MEA's representation and Bargaining Units, nor shall such non-City employees direct the work of Fire-Rescue employees within the scope of MEA's representation and Bargaining Units. Fire-Rescue employees included within the scope of MEA's representation and Bargaining Units will not be required to train non-City employees.

2. **Hourly Pool.**

The Fire-Rescue Department is committed to developing and maintaining a pool of approximately six (6) trained hourly Dispatchers.

3. **Emergency Medical Dispatch Certification Pay.**

- a. **Employees in the classifications of Fire Dispatcher, Lead Fire Dispatcher (Terminal Class), Fire Dispatch Supervisor, Fire Dispatch Administrator, and Dispatcher I and II must obtain and maintain Emergency Medical Dispatch (EMD) certification.**
- b. **Eligible employees with current EMD certification began receiving increases in their 5% EMD Certification Pay in the following amounts and on the following schedule:**
 - i. **An additional five percent of base pay (for a total of ten percent) became effective the first full pay period following January 1, 2019.**
 - ii. **An additional five percent of base pay (for a total of fifteen percent) became effective the first full pay period following July 1, 2019.**
 - iii. **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.**

- c. **This certification pay shall be considered a part of the employee's base salary.**
- d. **No employee may simultaneously receive both EMD Certification Pay and the P.O.S.T. Certification Pay, defined in Article 21, section G.**

4. Radio Positions.

The City and MEA agree to resolve concerns related to the changes in responsibilities of radio positions in the Fire-Rescue Department including, but not limited to, the issue of overflow calls.

B. Fire Repair Facility.

- 1. Under the new Emergency Medical and Medical Transportation Services Program Design, non-City employees will not perform any duties or responsibilities currently performed by employees within the scope of MEA's representation and Bargaining Units, including, but not limited to, the classification series Storekeeper, Stock Clerk, Auto Messenger, Fleet Parts Buyer, and **Fleet** Repair Supervisor.
- 2. Non-City employees in the Repair Facility shall also not perform and or direct the work of Fire-Rescue Department employees within the scope of MEA's representation and Bargaining Units. Fire-Rescue Department employees included within the scope of MEA's representation and Bargaining Units will not be required to train or supervise the work of non-City employees.
- 3. The City will provide MEA a work plan for the Fire Repair Facility which will detail planned changes based on the implementation of the paramedic contract. MEA, Fire-Rescue Department, and the Human Resources Department will meet over any unresolved issues impacting MEA-represented employees.

C. Non-City Employees Becoming City Employees.

If the approved contract for Emergency Medical and Medical Transportation Services results in additional positions becoming City jobs which are presently anticipated to be non-City jobs, then those jobs which involve duties and responsibilities which are the same as or similar to those performed by employees within MEA's Bargaining Units shall be included within the scope of MEA's representation and covered by all terms and conditions of this MOU.

D. Monthly Meetings.

Fire-Rescue Department and MEA will meet on a monthly basis to discuss staffing, equipment, call data, performance, and training issues for **ECDC**. In addition, MEA and the City agree to meet and confer on issues within the scope of bargaining to update the **ECDC** Policy Manual during the term of this MOU.

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

Paid Bereavement Leave totaling 40 hours (regardless of the number of eligible deaths) is available to each full-time employee for use during each fiscal year of this MOU upon the death of an employee’s spouse or state-registered domestic partner, father, mother (father and mother to

include: step-father and step-mother), father-in-law, mother-in-law, brother, sister (brother and sister to include: step, foster, or adopted), son, daughter (son and daughter to include: step, foster, or adopted) grandfather, grandmother, granddaughter, and grandson. **Bereavement Leave is not authorized for a death that occurred before the employee's hire date with the City of San Diego. Bereavement Leave must be taken within 12 months of the eligible death, not to exceed 40 hours total for any one eligible death. Unused Bereavement Leave during a fiscal year does not carry over to the next fiscal year.** Proof of death (death certificate, obituary notice, funeral program, etc.) must be submitted within 30 calendar days of when the employee returns to work. **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 discretion.** The number of hours of Bereavement Leave is prorated for employees working **three-quarter** time (30 hours) and **half-time** time (20 hours).

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. Each fiscal year during the term of this MOU, 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 employees, regardless of classification, who receive no paid annual leave or other paid leave. The City intends to provide these employees with a paid sick leave benefit, consistent with the paid sick leave benefit provided by State of California **Assembly Bill 1522 (AB 1522), which enacted the Healthy Workplaces, Healthy Families Act of 2014, set forth in California Labor Code sections 245 through 249, and codified in SDMC section 23.1112.** These employees, referred to as Eligible Employees in this Article, are entitled to **Earned Sick Leave codified in SDMC sections 39.0101 through 39.0106. Eligible**

Employees who receive Earned Sick Leave will not receive additional leave under AB 1522, provided the Earned Sick Leave satisfies the requirements of AB 1522. This paid sick leave benefit for Eligible Employees will be referred to in this Article as “Paid Sick Leave for Hourly Employees” or “Paid Sick Leave.”

- B. Eligible Employees will accrue **Paid Sick Leave** at a rate of one hour for every 30 hours worked, up to a maximum accrual of **80** hours.
- C. Eligible Employees begin accruing **Paid Sick Leave** at the commencement of employment, **or on July 11, 2016, whichever is later**, but may not use the accrued leave until the **90th calendar day following commencement** of employment. **After the 90th calendar day of employment, an Eligible Employee** may use **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 **Paid Sick Leave** is defined as the City’s fiscal year.
- E. Upon **the Eligible Employee’s** oral or written request, **they** may use up to **40** hours of **Paid Sick Leave** in any fiscal year for **any of the following reasons**:
 - 1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, the Eligible Employee or **Family Member**.
 - 2. If the Eligible Employee is a victim of domestic violence, sexual assault, or stalking, taking time off from work to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; obtain or attempt to obtain any relief, including a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or **their** child; seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtain psychological counseling services related to an experience of domestic violence, sexual assault, or stalking, or participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
 - 3. **The Eligible Employee is physically or mentally unable to perform their duties due to illness, injury, or a medical condition of the Eligible Employee.**
 - 4. **The Eligible Employee’s absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the Eligible Employee.**
 - 5. **The Eligible Employee’s absence is for other medical reasons of the Eligible Employee, such as pregnancy or obtaining a physical examination.**
 - 6. **The Eligible Employee is providing care or assistance to a Family Member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical condition.**

7. **The Eligible Employee's absence is for the Eligible Employee's use of Safe Time. (Safe Time means time away from work that is necessary due to Domestic Violence, Sexual Assault, or Stalking, provided the time is used to allow the Eligible Employee to obtain for the Eligible Employee or the Eligible Employee's Family Member one or more of the following:**
 - a. **Medical attention needed to recover from physical or psychological injury or disability caused by Domestic Violence, Sexual Assault, or Stalking;**
 - b. **Services from a victim services organization;**
 - c. **Psychological or other counseling;**
 - d. **Relocation due to the Domestic Violence, Sexual Assault, or Stalking; or**
 - e. **Legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the Domestic Violence, Sexual Assault, or Stalking.)**
 8. **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, the County of San Diego, the State of California, or the United States government.)**
 9. **The Eligible Employee is providing care or assistance to a Child, whose school or child care provider is closed by order of a public official due to a Public Health Emergency.**
- F. Under this Article, **Family Member** means the Eligible Employee's child (biological, adopted, or foster child, stepchild, legal ward, **child of spouse, child of domestic partner**, or child of Eligible Employee **standing in loco parentis** 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**), or legal guardian of the Eligible Employee or the Eligible Employee's spouse or registered domestic partner, or a person who stood in *loco parentis* when the Eligible Employee was a minor child.
- G. The City may require Eligible Employees to provide documentation substantiating the facts justifying the use of **Paid Sick Leave**, to the extent permitted by California law.
- H. **Paid Sick Leave** will be paid at the Eligible Employee's current hourly pay rate for regular work hours **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.
- I. Eligible Employees must provide their supervisors with reasonable written or **oral** advance notice of their request to use **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 as soon as practicable.

- J. Any unused, accrued **Paid Sick Leave** will carry over to the following fiscal year of employment, up to a maximum accrual of **80** hours.
- K. Eligible Employees may not cash out **Paid Sick Leave** at any time.
- L. 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.
- M. If an Eligible Employee moves into a position or status which entitles **them** to paid annual leave, then the employee will no longer be an Eligible Employee under this Article. **However, once in this new position or status, the employee does not forfeit but is entitled to use any unused Paid Sick Leave they accrued under this Article.**
- N. The **Paid Sick Leave** benefit 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.
- O. 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 A.R. 95.89, paid Parental Leave of up to 160 hours (which is in addition to Annual Leave) is available within one year of the birth/adoption or placement of a child, with a limit of one (1) eligible birth/adoption/placement per fiscal year. Proof of birth/adoption or placement must be provided before an employee can be paid for Parental Leave, and must be submitted within 30 calendar days of when the employee returns to work.

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 pay-in-lieu is cashed out, it will be paid based on the employee's rate of pay at the time it is paid. 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)(1)(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)(1)(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.**

APPENDIX A

Bargaining Units

Administrative Support and Field Service Unit

Account Clerk	Micrographics Clerk
Account Audit Clerk	Parking Enforcement Officer I
Auto Messenger I	Parking Enforcement Officer II
Auto Messenger II	Payroll Audit Specialist I
Benefits Representative I	Payroll Audit Specialist II
Benefits Representative II	Payroll Specialist I
Bookmobile Driver	Payroll Specialist II
Cashier	Police Property and Evidence Clerk
Claims Clerk	Police Records Clerk
Clerical Assistant I	Police Investigative Service Officer I
Clerical Assistant II	Police Investigative Service Officer II
Collections Investigator I	Public Information Clerk
Collections Investigator II	Public Information Specialist
Collections Investigator Trainee	Public Service Career Trainee
Contracts Processing Clerk	(if target class is in this unit)
Court Support Clerk I	Retirement Assistant
Court Support Clerk II	Senior Account Clerk
Customer Services Representative	Senior Account Audit Clerk
Deputy City Clerk I	Special Events Traffic Controller I
Disposal Site Representative	Special Events Traffic Controller II
Editor/Proofreader	Stock Clerk
Executive Assistant	Storekeeper I
Field Representative	Student Worker
Golf Starter	Test Administration Specialist
Legal Secretary I	Test Monitor I
Legal Secretary II	Test Monitor II
Legislative Recorder I	Vehicle and Fuel Clerk
Legislative Recorder II	Word Processing Operator
Library Technician	

Professional Unit

Accountant I
Accountant II
Accountant III
Accountant Trainee
Agricultural Lease Manager
Airport Noise Abatement Officer
Asbestos and Lead Program Inspector
Assistant Budget Development Analyst
Assistant Chemist
Assistant Dispute Resolution Officer
Assistant Economist
Assistant Engineer – Civil
Assistant Engineer – Corrosion
Assistant Engineer – Electrical
Assistant Engineer – Mechanical
Assistant Engineer – Traffic
Assistant Management Analyst
Assistant Park Designer
Assistant Planner
Assistant Procurement Contracting Officer
Assistant Property Agent
Assistant Rate Analyst
Assistant Trainer
Associate Budget Development Analyst
Associate Communications Engineer
Associate Economist
Associate Engineer – Civil
Associate Engineer – Corrosion
Associate Engineer – Electrical
Associate Engineer – Mechanical
Associate Engineer – Traffic
Associate Management Analyst
Associate Planner
Associate Procurement Contracting Officer
Associate Property Agent
Biologist I
Biologist II
Community Development Specialist I
Community Development Specialist II
Criminalist I
Criminalist II
Deputy Noise Abatement Officer
Development Project Manager I
Development Project Manager II
Development Project Manager III
DNA Technical Manager
Economist
Fitness Specialist

Hazardous Materials Inspector I
Hazardous Materials Inspector II
Hazardous Materials Inspector III
Hazardous Materials/Pretreatment Trainee
Junior Chemist
Junior Engineer – Civil
Junior Engineer – Electrical
Junior Engineer – Mechanical
Junior Planner
Junior Property Agent
Lakes Program Manager
Land Surveying Assistant
Librarian I
Librarian II
Librarian III
Librarian IV
Library Assistant I
Library Assistant II
Library Assistant III
Management Trainee
Marine Biologist I
Marine Biologist II
Noise Abatement Officer
Park Designer
Park Ranger
Park Ranger Aide
Procurement Contracting Trainee
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
Recreation Center Director I
Recreation Center Director II
Recreation Center Director III
Recreation Specialist
Recycling Specialist I
Recycling Specialist II
Recycling Specialist III
Safety Officer
Senior Budget Development Analyst
Senior Management Analyst
Senior Procurement Contracting Officer

Senior Public Information Officer
Structural Engineering Assistant
Structural Engineering Associate
Trainer

Wastewater Pretreatment Inspector I
Wastewater Pretreatment Inspector II
Wastewater Pretreatment Inspector III

Supervisory Unit

Airport Manager
Aquatics Technician Supervisor
Area Manager I
Area Manager II
Area Refuse Collection Supervisor
Asbestos Program Manager
Assistant Customer Services Supervisor
Assistant Facility Manager
Associate Chemist
Biologist III
Building Maintenance Supervisor
Building Services Supervisor
Building Supervisor
Carpenter Supervisor
Cemetery Manager
Code Compliance Supervisor
Collections Investigator III
Communications Technician Supervisor
Community Development Specialist III
Customer Services Supervisor
Deputy City Clerk II
Disposal Site Supervisor
District Manager
District Refuse Collection Supervisor
Electrician Supervisor
Electronics Technician Supervisor
Equipment Repair Supervisor
Equipment Service 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 Starter Supervisor
Graphic Communications Manager
Graphic Design Supervisor
Greenskeeper Supervisor
Grounds Maintenance Manager
Grounds Maintenance Supervisor

Hazardous Materials Program Manager
Heating, Ventilating, & Air
Conditioning Supervisor
Horticulturist
Instrumentation and Control Supervisor
Investigation Support Manager
Land Surveying Associate
Marine Biologist III
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 Audit Supervisor – Personnel
(Terminal)
Payroll Supervisor
Pesticide Supervisor
Plant Process Control Supervisor
Plant Technician Supervisor
Plumber Supervisor
Police Code Compliance Supervisor
Police Dispatch Administrator
Police Dispatch Supervisor
Police Records Data Specialist Supervisor
Power Plant Superintendent
Power Plant Supervisor
Principal City Attorney Investigator
Principal Clerk
Principal Customer Services
Representative
Principal Legal Secretary
Principal Paralegal
Principal Plan Review Specialist
Principal Plant Technician Supervisor
Principal Police Records Clerk
Principal Procurement Specialist (Terminal)
Principal Test Administration Specialist
Principal Utility Supervisor

Principal Water Utility Supervisor
 Print Shop Supervisor
 Project Officer II
 Property and Evidence Supervisor
 Public Information Supervisor
 Public Works Dispatch Supervisor
 Public Works Superintendent
 Public Works Supervisor
 Pump Station Operations Supervisor
 Ranger/Diver Supervisor
 Refuse Collection Manager
 Roofing Supervisor
 Safety and Training Manager
 Senior Accounts Payable Audit Clerk
 Senior Benefits Representative
 Senior Biologist
 Senior Building Maintenance Supervisor
 Senior Cashier
 Senior Chemist
 Senior Civil Engineer
 Senior Clerk/Typist
 Senior Code Compliance Supervisor
 Senior Combination Inspector
 Senior Communications Engineer
 Senior Communications Technician
 Supervisor
 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 Housing Inspector
 Senior Land Surveyor
 Senior Legal Secretary
 Senior Legislative Recorder
 Senior Library Technician
Senior Life Safety Inspector
 Senior Marine Biologist
 Senior Mechanical Engineer
 Senior Mechanical Inspector
 Senior Paralegal
 Senior Park Ranger
 Senior Parking Enforcement Supervisor
 Senior Planner
 Senior Plant Technician Supervisor
 Senior Police Records Clerk

Senior Power Plant Supervisor
 Senior Property and Evidence 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
 Stadium/Field Manager
 Stadium Maintenance Supervisor
 Storekeeper II
 Storekeeper III
 Stores Operations Supervisor
 Storm Water Distribution Operations
 Supervisor
 Storm Water Environmental
 Specialist
 Structural Engineering Senior
 Supervising Academy Instructor
 Supervising Cal-ID Technician
 Supervising Crime Scene Specialist
 Supervising Criminalist
 Supervising Custodian
 Supervising Disposal Site Representative
 Supervising Field Representative
 Supervising Hazardous Materials
 Inspector
 Supervising Latent Print Examiner
 Supervising Librarian
 Supervising Meter Reader
 Supervising Plan Review Specialist
 Supervising Procurement Contracting Officer
 Supervising Property Agent
 Supervising Public Information Officer
 Supervising Recreation Specialist
 Supervising Wastewater Pretreatment
 Inspector
 Traffic Signal Supervisor
 Training Supervisor
 Tree Maintenance Supervisor
 Utility Supervisor
 Wastewater Operations Supervisor
 Wastewater Pretreatment Program

Manager
Wastewater Treatment Superintendent
Water Distribution Operations
Supervisor
Water Operations Supervisor

Water Production Superintendent
Water Systems District Manager
Water Systems Technician Supervisor
Water Utility Supervisor
Work Control Manager

Technical Unit

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
Claims Aide
Claims Representative I
Claims Representative II
Code Compliance Officer
Combination Inspector I
Combination Inspector II
Crime Scene Specialist
Custody Transport Officer
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
Fleet Parts Buyer
Forensic Alcohol Analyst
Graphic Designer
Housing Inspector I
Housing Inspector II
Hydrography Aide
Information Systems Technician
Interview and Interrogation Specialist I
Interview and Interrogation Specialist II
Interview and Interrogation Specialist III
Junior Engineering Aide
Laboratory Assistant
Laboratory Technician

Lake Aide I
Lake Aide II
Lake Ranger
Latent Print Examiner I
Latent Print Examiner 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
Photographer
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 Investigative Service Officer I
Police Investigative Service Officer II
Police Lead Dispatcher
Police Records Data Specialist
Pool Guard I
Pool Guard II
Principal Backflow and Cross Connection
Specialist
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
Senior Backflow and Cross
Connection Specialist
Senior City Attorney Investigator
Senior Claims Representative
Senior Drafting Aide
Senior Engineering Aide
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
Victim Services Coordinator
Water Systems Technician IV
Workers' Compensation Claims Aide
Workers' Compensation Claims
Representative I
Workers' Compensation Claims
Representative II
Zoning Investigator I
Zoning Investigator

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 I, 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.

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 and Code Compliance Supervisor (Fire-Rescue)

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 and Senior 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 Use Supervisor, Utility Supervisor (Coastline Parks – Mission Bay Park and Shoreline Park Sections).

1. Items required:
 - a. Trousers (7)*
 - b. Shirts (7)*
 - c. Jacket (1) upon request*
 - d. Cap (1) upon request*
 - e. T-shirts (optional)
 - f. 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 steel toe
11. Utility belt (Belt Keepers, pepper spray and holder, expandable baton and holder, handcuffs and holder, radio and holder)
12. Ticket Book
13. Duty Bag

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, Transportation Programs

Classifications Categorically Eligible for “D” Mileage

Asbestos Program Manager	Principal City Attorney Investigator
Area Manager I	Public Works Superintendent
Area Manager II	Pump Station Operations Supervisor
Building Inspector Supervisor	Safety Officer
City Attorney Investigator	Safety Representative I
Code Compliance Officer	Safety Representative II
Code Compliance Supervisor	Senior City Attorney Investigator
Combination Inspector I	Senior Combination Inspector
Combination Inspector II	Senior Electrical Inspector
District Manager	Senior Electrical Supervisor
Electrical Inspector I	Senior Mechanical Inspector
Electrical Inspector II	Senior Structural Inspector
Field Representative	Senior Power Plant Supervisor
Hazardous Materials Inspector I	Senior Wastewater Operations Supervisor
Hazardous Materials Inspector II	Senior Zoning Investigator
Hazardous Materials Inspector III	Structural Inspector I
Hazardous Materials/Pretreatment Trainee	Structural Inspector II
Hazardous Materials Program Manager	Supervising Field Representative
Information Systems Technician	Supervising Hazardous Materials Inspector
Mechanical Inspector I	Wastewater Operations Supervisor
Mechanical Inspector II	Zoning Investigator I
Meter Reader	Zoning Investigator II
Power Plant Superintendent	
Power Plant Supervisor	

APPENDIX E

Voluntary Certification Pay

Classes Eligible for Voluntary Certification Pay:

General Water Utility Supervisor	Wastewater Pretreatment Inspector I
Principal Water Utility Supervisor	Wastewater Pretreatment Inspector II
Senior Water Utility Supervisor	Wastewater Pretreatment Inspector III
Water Utility Supervisor	Wastewater Pretreatment Program Manager
Assistant Water Distribution Operator	Supervising Wastewater Pretreatment Inspector
Distribution Operator Trainee	
Water Systems Technician IV	Supervising Plan Review Specialist
Water Systems Technician Supervisor	Plan Review Specialist I
Water Systems District Manager	Plan Review Specialist II
Principal Plant Technician Supervisor	Plan Review Specialist III
Senior Plant Technician Supervisor	Plan Review Specialist IV
Plant Technician Supervisor	An Employee in the Option Classification of Code Enforcement Coordinator
Power Plant Superintendent	Principal Drafting Aide
Senior Power Plant Supervisor	Senior Zoning Investigator
Power Plant Supervisor	Zoning Investigator I
Plant Process Control Supervisor	Zoning Investigator II
Instrumentation and Control Supervisor	Agricultural Lease Manager
Electronics Technician Supervisor	Equipment Repair Supervisor
	Fleet Maintenance Supervisor
Senior Plant Technician Supervisor (Senior Maintenance Coordinator)	Metal Fabrication Supervisor
Plant Process Control Supervisor (Plant Maintenance Coordinator)	Document Examiner
	Assistant Property Agent
	Associate Property Agent
	Property Agent
Hazardous Materials Program Manager	Supervising Property Agent
Supervising Hazardous Materials Inspector	Librarian I
Hazardous Materials Inspector I	Librarian II
Hazardous Materials Inspector II	Librarian III
Hazardous Materials Inspector III	Librarian IV
Hazardous Materials/Pretreatment Trainee	Supervising Librarian
	Latent Print Examiner II

APPENDIX F

Interim Defined Contribution Plan

COALITION AND CITY OF SAN DIEGO

FY2013 PROPOSITION B IMPLEMENTATION NEGOTIATIONS TENTATIVE AGREEMENT

The San Diego Municipal Employees Association, International Association of Fire Fighters, Local 145 ("Local 145"), International Brotherhood of Teamsters, Local 911, Deputy City Attorneys Association of San Diego and Local 127 American Federation of State, County, and Municipal Employees (collectively the "Coalition"), and City of San Diego ("City") have negotiated and reached a tentative agreement on certain terms for an Interim Defined Contribution (DC) Plan on August 16, 2012. Negotiations between the Coalition and City (collectively the "Parties") continue over a Permanent DC Plan.

In accordance with Ground Rule 5, the Parties agree that final approval of the tentative agreement is subject to approval of the City Council.

TERMS FOR INTERIM DC PLAN

INTRODUCTION

1. The purpose of this proposal is to provide a means for an Interim DC Plan to be established expeditiously to accommodate the City's hiring needs without undermining the time otherwise needed for a good faith meet and confer process over the terms of a Permanent DC Plan with disability/death benefit features pursuant to Proposition B. Non-safety employees initially hired after July 19, 2012, who are excluded from SDCERS, will not participate in the 2009 401(a) Plan.
2. The Parties acknowledge and agree that, by entering into this agreement on terms for an Interim DC Plan neither party is prevented from making different proposals during negotiations on the Permanent DC Plan over any aspect of the DC Plan, including the vehicle, vesting schedule for City contributions, the definition of compensation which could include a cap on eligible compensation, the death benefit, disability benefit, and/or the percentage for employer and employee contributions

SPSP-H VEHICLE

3. The SPSP-H Plan (as proposed and modified by this agreement) will be used for purposes of this Interim DC Plan. The City also agrees that any and all "reservation of City's rights" as stated in the SPSP-H Plan document, which relate to employees' rights or benefits under the Plan, is limited by the City's obligations under an agreement for an Interim DC Plan, as well as its obligations under the Meyers-Milias-Brown-Act ("MMBA").

CITY CONTRIBUTIONS

4. Effective October 2, 2012, the City's total mandatory contribution for each Eligible Class Employee as defined in SPSP-H Plan document Article I, section 1.15, subdivision (a)(ii) will be 9.2% for non-safety employees and 11% for safety employees under the Interim DC Plan. These percentages will apply to all compensation as defined in Article I, section 1.10 of the Plan document. For the purpose of this agreement, Eligible Class Employees excludes all hourly employees.
5. The SPSP-H Plan document will also be amended to expand the definition of compensation to include pay in lieu of compensatory time and pay in lieu of cycle time.

EMPLOYEE CONTRIBUTIONS

6. Effective October 2, 2012, the total mandatory post-tax contribution for each Eligible Class Employee will be 9.2% for non-safety employees and 11% for safety employees under this Interim DC Plan. These percentages will apply to all compensation as defined in Article I, section 1.10 of the SPSP-H Plan document and as amended under paragraph 5 above.

VESTING

7. The employee will be 100% vested at all times in all amounts held in his or her SPSP-H account whether contributed by the employee or by the City.

DEATH/DISABILITY

8. The City agrees that the terms of the disability/death benefit adopted in conjunction with a Permanent DC Plan will be made retroactively applicable to any Eligible Class Employee or his/her beneficiary(ies) who suffers a qualifying event during the period of time when this Interim DC Plan is in effect. By this provision, the City agrees to extend to any such Eligible Class Employee or beneficiary the full benefits and rights which would otherwise have been available to him or her had the disability/death benefit adopted in conjunction with a Permanent DC Plan been in effect when the incident giving rise to the Eligible Class Employee's disability or death occurs.

NO UNILATERAL CHANGES

9. No benefits or monies received by employees may be altered by the City during this Interim DC Plan. The Parties acknowledge that negotiations are continuing over a Permanent DC Plan. After the effective date of the Permanent DC Plan the terms may change as set forth in paragraph 2.



RESERVATION OF RIGHTS

10. Each union is participating in this proposal for an Interim DC Plan under continuing protest and objection and while expressly reserving its claims which include but are not limited to the following: (a) Proposition B is unlawful as applied to represented employees due to the City's violation of the MMBA; (b) the City's insistence on altering the terms and conditions of employment for new hires due to the chaptering of Proposition B – and after unilateral imposition of a hiring freeze – is unlawful because each Union has an MOU in effect, which was adopted and made final and binding by the City Council on June 18, 2012, and these MOUs establish the terms and conditions of employment for all new hires through June 30, 2013.

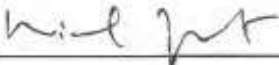
MAKE-WHOLE

11. The parties acknowledge that this agreement for an Interim DC Plan may eventually be impacted by any order or decision in pending consolidated unfair practice cases before PERB once such order or decision becomes final after the exhaustion of all appeals under Government Code section 3509.5.

FOR THE CITY

	9/5/2012		
_____ Timothy Davis Lead Negotiator, City of San Diego	_____ Date	_____ Jay Goldstone, COO, City of San Diego	_____ Date

FOR MEA

 9/5/12

Date

FOR LOCAL 145

 9/5/12

Date

COALITION AND CITY OF SAN DIEGO
FY2013 PROPOSITION B IMPLEMENTATION NEGOTIATIONS
TENTATIVE AGREEMENT

FOR LOCAL 127

Jim Boyd 9.5.12
Date

FOR LOCAL 911

Christy M. Adams 9-5-2012
Date

FOR DCAA

Michael Anderson 9.5.12
Date

APPENDIX G

Health Care Consolidation / Cafeteria Benefits Plan

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

Addendum to Uniform Reimbursement / Corporate Apparel

Addendum to Uniform Reimbursement/ Corporate Apparel

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE MUNICIPAL EMPLOYEES ASSOCIATION (MEA) REGARDING ADDING SENIOR ENGINEERING AIDES IN THE PUBLIC UTILITIES WASTEWATER COLLECTIONS FEWD SECTION TO THE APPROVED LIST FOR CORPORATE APPAREL

Whereas the Municipal Employees Association (MEA) has discussed with the City of San Diego the adding of Senior Engineering Aides in the Wastewater Collections FEWD section to the approved list for Corporate Apparel;

And, the City and MEA have mutually reached the following agreement;

The City and MEA agree to the following:

1. The Senior Engineering Aides in the Wastewater Collections FEWD section will be added to the approved list of classifications eligible to receive Corporate Apparel effective April 29, 2013;
2. Article 43, Uniform Reimbursement, Section M will apply to the Senior Engineering Aides in the Wastewater Collections FEWD section.

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

For Municipal Employees Association:



Gwen Phillips, Sr. Labor Relations Representative

4/26/2013
Date

For City of San Diego:


Stan Griffith, Assistant Director

4/29/2013
Date


John O'Neill, Labor Relations Officer

4/29/13
Date

APPENDIX I

Side Letter Agreement Related to Payment of Interest to the San Diego City Employees' Retirement System

SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO MUNICIPAL EMPLOYEES ASSOCIATION RELATED TO PAYMENT OF INTEREST TO THE SAN DIEGO CITY EMPLOYEES' RETIREMENT SYSTEM

Pursuant to the provisions of the Meyers-Milius-Brown Act (MMBA), this Side Letter Agreement (Agreement) is entered into between the City of San Diego (City) and the San Diego Municipal Employees Association (MEA) related to the payment of interest to the San Diego City Employees' Retirement System (SDCERS). The City and MEA are collectively referred to as the "Parties." The Parties have met and conferred in good faith in accordance with the MMBA and have reached the following Agreement:

- I. This Agreement modifies the terms and conditions of employment for employees represented by MEA as specified, and is intended to be read in conjunction with the Memoranda of Understanding (MOUs) covering the term July 1, 2013 to June 30, 2018, approved by the City Council by San Diego Resolution R-308481 (Oct. 15, 2013), and covering the term July 1, 2016 to June 30, 2020, approved by Resolution R-310148 (Dec. 16, 2015) (MOUs). This Agreement will hereafter be adopted by ordinance approved by two-thirds vote of the City Council in accordance with San Diego Charter sections 11.2 and 99.
- II. This Agreement is intended to resolve a dispute between the City and MEA related to MEA's ongoing demand for the City to pay interest charges arising from errors committed by SDCERS, as referenced in the Tolling Agreement executed by the City and MEA effective September 22, 2015, which is attached to this Agreement as Attachment A and incorporated by this reference. With the execution of this Agreement, MEA waives its right to file an unfair labor practice charge over the City's alleged failure and refusal to meet and confer before making a unilateral change in its policy and practice regarding the payment of interest charges associated with SDCERS's errors in plan administration.
- III. The City's obligation to indemnify MEA-represented employees in accordance with the provisions of this Agreement will take effect on the earlier of the following occurrences which will hereafter be called the "Occurrence Date": (1) upon the City Council's adoption of an ordinance to implement a Charter amendment authorizing the City to pay all or any portion of underpaid employee contributions to SDCERS or overpaid benefits by SDCERS, or interest payments related to such underpaid contributions or overpaid benefits; or (2) upon a final judgment entered by a court of competent jurisdiction, after the exhaustion of all appeals available to the parties, declaring Proposition B, including Charter section 141.2, to be unlawful or invalid as to MEA-represented employees.
- IV. This Agreement is intended to remain in effect until modified through further negotiations in accordance with the MMBA and City Council Policy 300-06. If no Occurrence Date triggers the obligations of this Agreement, and the Agreement has not otherwise been modified through negotiations, then the City and MEA will reopen negotiations on the subject matter of this Agreement.

SIDE LETTER AGREEMENT

March __, 2016

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- V. Upon the Occurrence Date, the terms in this Section V will cover all MEA-represented employees who were on the City payroll or on an approved leave of absence from City employment on or after January 1, 2016. Such a covered employee will be deemed an Eligible Claimant under this Section V regardless of his or her status (e.g., active, separated, DROP, retired) at the time a claim arises.

A. Claim for Payment of Interest on Underpaid Contributions or Overpaid Benefits

1. An Eligible Claimant who receives a notification from SDCERS, dated on or after January 1, 2016, that he or she has either underpaid a required employee contribution to SDCERS or been overpaid a benefit, as a result of an error by SDCERS or the City, may submit a claim to the City's Department of Human Resources (Department) for review. Any claim submitted before the Occurrence Date defined in Section III will be deemed denied.
2. The Eligible Claimant is solely responsible for paying the required employee contribution to correct the underpayment or for repaying the principal amount of the overpaid benefit. However, the City will indemnify the Eligible Claimant for any interest charges associated with the underpayment or overpayment correction, unless the City determines that the Eligible Claimant knew or should have known that he or she was underpaying contributions or being overpaid a benefit, or intentionally or willfully contributed to the error.
3. The City will request written notice from SDCERS regarding each such error notification and payment demand, and will assist MEA in identifying and notifying the affected Eligible Claimant.
4. To assist the City in processing a claim, the Eligible Claimant will furnish all information requested by the City. By written authorization, the Eligible Claimant will also allow the City to obtain in writing all relevant information from SDCERS and the City will provide the claimant with a copy of this information.
5. The City's denial of a claim filed by an Eligible Claimant, who is an active employee at the time the claim is made, may be adjudicated through the Grievance Procedure, set forth in Article 5 of the MOU. The City's denial of a claim filed by an Eligible Claimant, who is separated from City service or retired at the time the claim is made, is not subject to the Grievance Procedure; however, the Department will provide a written statement of reasons for denial of the claim with supporting documentation and an opportunity to be heard by the Department either alone or through a representative.

B. Claims Processing Timeline

If and when the provisions of Section V, paragraph A above take effect, the City will expeditiously process claims dated from January 1, 2016 to the Occurrence Date, with the intent to resolve claims within sixty days of the Occurrence Date. For

SIDE LETTER AGREEMENT

March __, 2016

Page 3

claims filed after the Occurrence Date, the City will process and pay or deny claims within thirty days following City's receipt of an Eligible Claimant's claim.

VI. The provisions of this Agreement do not limit or supersede any Eligible Claimant's right to challenge SDCERS's determination that an underpayment or overpayment has occurred or otherwise limit or supersede the Eligible Claimant's right to challenge, on any available legal or equitable ground, SDCERS's demand for payment of the principal amount claimed or any interest the City declines to pay.

VII. Specific provisions in this Agreement supersede any previous agreements, whether oral or written, regarding the subject matter of this Agreement. However, all wages, hours, and other terms and conditions of employment presently enjoyed by SDMEA-represented employees, and in the MOU, remain in full force and effect.

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

San Diego Municipal Employees Association

City of San Diego

By:


Ann Smith
Lead Negotiator

By:


Timothy Davis
Lead Negotiator

Date:

March 4, 2016

Date:

3-7-16

By:


Michael Zucchet
General Manager

By:


Lucy von Kalinowski
Human Resources Director

Date:

3/4/2016

Date:

3/7/16

Approved as to form this 26th day of July, 2016.

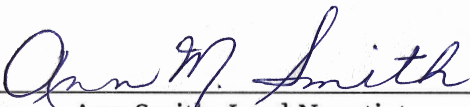
JAN I. GOLDSMITH, City Attorney

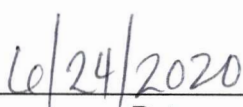
By:



Joan F. Dawson
Deputy City Attorney

IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding effective July 1, 2020, to the appropriate bodies.

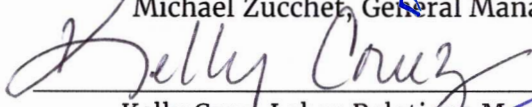
Municipal Employees Association



Ann Smith, Lead Negotiator

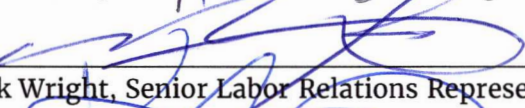

Date


Michael Zucchet, General Manager


Date

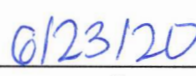

Kelly Cruz, Labor Relations Manager



Date

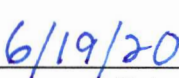

Nick Wright, Senior Labor Relations Representative


Date



Kim Edmunds, Labor Relations Representative



Date

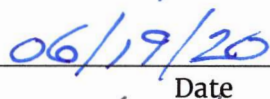

Cathleen Higgins, Labor Relations Representative

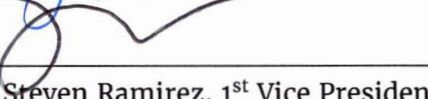

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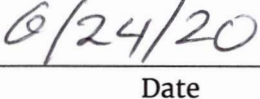

Katy Seals, Labor Relations Representative

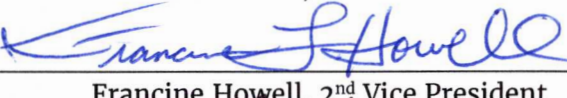

Date


Gregory Woods, President



Date

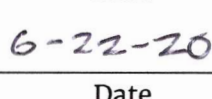

Steven Ramirez, 1st Vice President

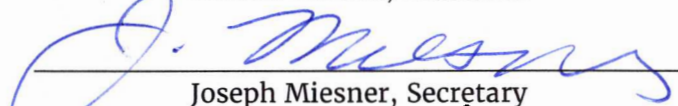

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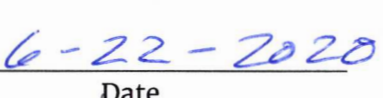

Francine Howell, 2nd Vice President

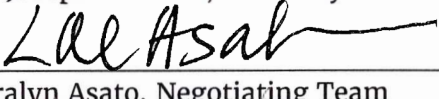

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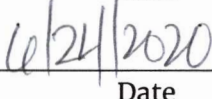

Samuel Cerrato, Treasurer

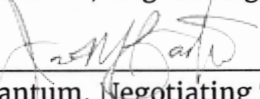

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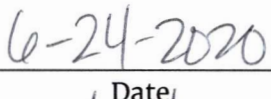

Joseph Miesner, Secretary


Date

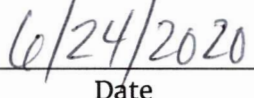

Laralyn Asato, Negotiating Team

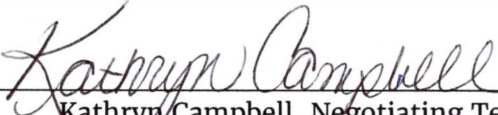

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Jose Bantum, Negotiating Team

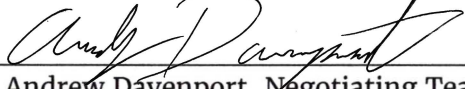

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Thomas Battaglia, Negotiating Team

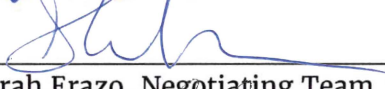

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Kathryn Campbell, Negotiating Team

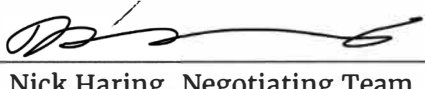
Michele Chicarelli, Negotiating Team

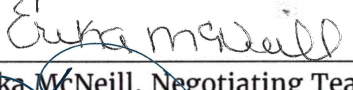

Andrew Davenport, Negotiating Team

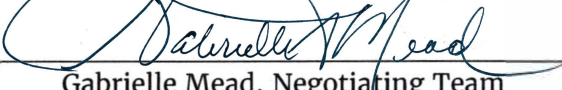

Mary Enyeart, Negotiating Team


Sarah Erazo, Negotiating Team


Ina Gibson, Negotiating Team

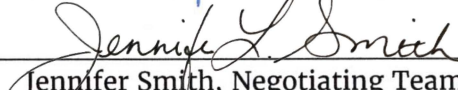

Nick Haring, Negotiating Team

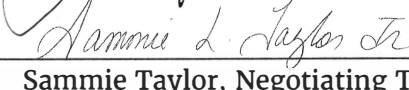

Erika McNeill, Negotiating Team


Gabrielle Mead, Negotiating Team


Michael Prinz, Negotiating Team


Anthony Rea, Negotiating Team


Jennifer Smith, Negotiating Team


Sammie Taylor, Negotiating Team

June 22, 2020
Date
6-24-2020

Date
6/24/2020

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6/24/2020

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6/24/2020

Date
6-24-2020

City of San Diego



Timothy L. Davis, Lead Negotiator

June 30, 2020
Date



Abby Jarl-Veltz, Human Resources Assistant Director

June 29, 2020
Date



Jonnabelle Domingo, Senior Human Resources Officer

June 18, 2020
Date



Manuel Quintero, Senior Human Resources Officer

June 19, 2020
Date

Approved as to form on July 1, 2020
MARA W. ELLIOTT, City Attorney

By 

Miguel Merrell
Deputy City Attorney