

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO (CITY) AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES, LOCAL 127 (L127) REGARDING CAREER ADVANCEMENT OF  
SANITATION DRIVER I TO SANITATION DRIVER II**

Whereas City has satisfied its obligations under the Meyers-Milias Brown Act to meet and confer with Local 127 regarding the Career Advancement of Sanitation Driver I to Sanitation Driver II;

And, the City and MEA have mutually reached the following agreement, after meeting and conferring in good faith on March 13, 2012;

1. The City and Local 127 agree to the following changes for the career advancement of a Sanitation Driver I to Sanitation Driver II:

**First Cut Criteria:**

1. Performance must be Satisfactory or better for past two (2) years. Current performance rating must be Satisfactory at time of appointment.
2. Not more than two (2) Preventable I or one (1) Preventable II accidents within past two (2) years.
3. Attendance
  - a. Does not exceed Division Attendance Standards during the one year period preceding Career Advancement determination (12 occurrences for 64 hours).
  - b. Must be able to perform full range of duties at the time of appointment and have demonstrated skill maintenance and skill freshness by having performed the full range of duties for seven or more months during the preceding year prior to career advancement determination.
4. Any non-accident related discipline higher than a reprimand in past two (2) years is disqualifying.
5. Minimum length of service as Sanitation Driver I to be determined on list-by-list basis. (Normally, one (1) year minimum as Sanitation Driver I.)

**Post Cut Evaluation Criteria:**

Proposed Changes: March 13, 2012

1. Points will be **awarded** for performance evaluations during the past two years, or most current past two years, as follows:

Above Standard: AS = 2.5 points  
Outstanding: O = 3.0 points

This applies to annual performance evaluations. If an evaluation is a 3 month evaluation, divide the points by 4. If the evaluation is for 6 months, divide by 2.

2. One (1) point will be **added** for OCA as a Sanitation Driver II when total OCA hours during the past 12 consecutive months equals or exceeds 400. A second point (1.0) may be **earned** for OCA as a Sanitation Driver II when total OCA hours equals or exceeds 700 during the past 12 consecutive months.

3. One (1) point will be **awarded** for exceptional attendance (not exceeding 2 occurrences or 16 hours) for the last consecutive 12 months. A second point (1.0) may be **earned** for exceptional attendance during the prior year (prior 12 consecutive month period).

4. Points will be **deducted** for accidents within the past two (2) fiscal years as follows:

P-1 (minor) = -0.5 point (each occurrence)

Examples may include but are not limited to:

- limited fence damage
- mirror broken off
- automated arm misjudgment (minor damage)
- minor fender bender
- damage under \$1,000

(all minor accidents will be looked at on a case by case basis)

P-1 = -1.0 point (each occurrence)\*

\*Exception: If only one P-1 within the past two (2) years and six months have passed since the accident without another accident, and a deduction was taken in the last career advancement evaluation for that accident, it will not be taken again.

P-2 = -2.0 point (each occurrence)

5. Points will be **deducted** for discipline other than accidents within the past two (2) years as follows:

Written Warnings/Counseling: -1.0 point (each occurrence)  
Reprimands: -2.0 points (each occurrence)

6. Points will be **added** for division seniority at a rate of:

Proposed Changes: March 13, 2012

Per year of service: 0.4 points

(Example: Five years of service = 2.0 points; maximum of 4.0 points awarded)

Employees who leave the division and return in the same classification series, shall get credit for previous time in division.

**Note:** After the first cut criteria and post cut criteria have been applied, the scores will be tallied and career advancements positions will be offered to the employees with the highest total points.

*In the event of a tie, seniority will be the tie breaker, followed by the most recent performance evaluation.*

This Agreement is executed on this 24 day of May 2012 by the following authorized representatives of each party.


Local 127

  
Carlos Mejia, Business Representative

  
Marcos Cardenas, Business Representative

City of San Diego

  
Mary Valerio, Deputy Director, Environmental Services Department

  
John O'Neill, Labor Relations Officer

H: Personnel/Route Bid Process Rev April 2012.mlv

Proposed Changes: March 13, 2012

Page 3 of 3