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## **Parties to the Agreement**

THIS MEMORANDUM OF UNDERSTANDING (**MOU**) is made and entered into on July 1, **2012**, 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 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 April 19, 2013.**
  - 2. The City Council and Civil Service Commission formally acting by majority vote, to approve and adopt these articles within their respective jurisdictions, and**
- 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, 2012**; provided, however, that the effective date of all changes affecting payroll shall **commence the first full pay period that begins on or after July 1, 2012**. This **MOU** shall expire and otherwise be fully terminated at **11:59 p.m. on June 30, 2013**.

## ARTICLE 4

### Renegotiation

- A. MEA shall serve upon the City its full and entire written proposals for a successor MOU by February 1, 2013, with the exception of salary or other economic proposals which shall be presented no later than February 15, 2013. Upon receipt of such written proposals, meet and confer shall begin no later than March 1, 2013.
- B. The City will serve upon MEA its full and entire written proposals for a successor MOU by February 22, 2013, with the exception of **salary** or other economic proposals. Meet and confer shall begin no later than March 1, 2013, at which time the City will present its full economic proposal. 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.
- C. If neither party has proposed a change to a particular Article in this MOU by March 1, 2013, **that** Article shall remain in full force and effect from the date it would have been terminated.
- D. Unless otherwise agreed to, the **Parties** agree that final offers by both **Parties** will be made no later than April 1, 2013. If an impasse hearing **before** the City Council is necessary, it will be scheduled for April 9, 2013. MEA agrees to provide to Management a written statement of its positions regarding any issues at impasse on April 4, 2013.
- E. Me-Too Clause.

**The City agrees that, if, during the term of this MOU, any other employee labor organization is given a general salary increase or any other economic enhancement to their overall compensation, or has any compensation reduction they have incurred or concession they have made restored to them, then the City will extend that same economic benefit to MEA-represented employees on the same terms and on the same effective date. The Parties agree that this “Me-Too Clause” will remain in effect during Fiscal Year 2013 and will sunset on June 30, 2013.**

- F. Reopening of Negotiations Related to DROP.

**The City contends that the Deferred Retirement Option Plan (DROP) is an employment benefit subject to modification through the meet and confer process. Despite MEA’s disagreement with this contention, the Parties agree that, during the term of this MOU, they will meet and confer over proposals to modify DROP to make DROP “cost free” to the City. The**

Parties acknowledge that the City's proposals will modify DROP to make DROP "cost free" as defined by the City and may include any and all aspects of DROP, including but not limited to, all of the DROP alternative plan design proposals set forth in a study by Buck Consultants presented by the City to MEA on March 14, 2012, or any variations of the alternative proposals which changes numbers or percentages reflected in the Buck study. However, by agreeing to meet and confer regarding proposals to modify DROP, MEA is not waiving its right to challenge any proposed modification to DROP on the basis that it may impair a constitutionally protected, individually vested pension benefit, or on any other ground. MEA further reserves its right to argue, despite any contrary assertion by the City, that the current unmodified DROP is, in fact, "cost free" within the meaning of reasonable actuarial principles and appropriate margins of error. Moreover, in agreeing to meet and confer regarding proposals to modify DROP, neither Party is waiving its rights to make any legal arguments or pursue any legal action related to any proposed DROP modification.

In the event the City and MEA reach agreement on any modifications to DROP, these modifications will become effective on the date agreed upon. In the event the Parties fail to reach an agreement, any impasse hearing related to DROP will be conducted in accordance with Council Policy 300-06 on a date to be agreed upon by the Parties but in no event before January 1, 2013. However, any impasse hearing related to the Parties' meet and confer over DROP, including the aspects of DROP described above, will be separate from and not combined with any issues remaining for impasse in connection with the Parties' meet and confer process for a new MOU for Fiscal Year 2014.

## 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 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 work days 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 **his or her** 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 his or her** 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 his **or** her 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. The grievance need not revert to a lower step.
- 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 **his or her** 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 his or her** designee) shall give a written decision to the employee **and** MEA representative within **ten** working days after the hearing. In non-managerial 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 his **or her** 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 his or her 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-managerial 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 **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 satisfactory 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 his or her supervisor, may investigate any grievance in his or her 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 his or her 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 his or her work assignment.
3. When a steward desires to contact an employee at his or her 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 when he or she can reasonably expect to contact the employee within **twenty-four** hours.

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 his or her 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 his or her 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 his or her 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 he or she** requests 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**.
- 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 advanced notice, including a reasonable amount of time to consult with his **or** her representatives and to prepare a response. (At the time of notice, Management shall also inform such an employee of his or her 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.

E-7, Transfers, Demotions, and Status Changes  
G-1, Code of Ethics and Conduct  
G-2, Permanent Appointment Probationary Periods  
G-7A, Employee Performance Review Program  
H-1, Bilingual Pay  
H-2, Holidays  
H-3, Out-of-Class Assignments  
H-4, Overtime Compensation  
H-5, Salary Status of Part-time Positions  
H-6, Shift Differentials  
H-7, Stand-by Pay  
H-8, Step Increases  
H-9, Starting Salary Upon Appointment  
I-2, Annual Leave  
I-9, Court Leave  
M-1, Apprenticeship Training

#### 2. A.Rs.

45.10, Employee Transportation Authorization  
63.00, Industrial Leave  
70.30, Tuition Refund Plan  
70.50, **Administration of Vocational Rehabilitation Program**  
75.12, City Manager Vehicle Accident Review and Prevention  
75.40, **Administration of Light Duty Program**  
95.01, Overtime Compensation  
95.60, **Conflict of Interest and Employee Conduct**  
95.90, Unused Sick Leave and Accrued Annual Leave Reimbursement

95.91, Employee Recognition and Award Programs

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 (300-06)**
- 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, Pricing and Furnishing City Documents.**
- 2. An employee shall be entitled to read any statement on his or her work performance or conduct if such statement is to be filed. The employee shall acknowledge reading such material by affixing his or her 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 a reasonable time after the document has been placed in the file.**

**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 at least five working days notice of dismissal during probation, 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-managerial 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-managerial 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 his or her 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 twelve months. The department will not retroactively evaluate employees beyond a **twelve 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. **The City shall be obligated to provide the necessary information related to any citizen complaint or route slip to authenticate the complaint and forward such authentication to MEA within ten days from when the City received such complaint or route slip. The City may redact the citizen's name from the complaint or route slip.** 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.

#### H. Access to Information Regarding Employment.

MEA may bring to the attention of the **Mayor**, or his or her 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 his or her 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 he or she chooses.
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.
3. Employees will normally receive written notification of the results of any fact finding interview within **thirty** calendar days of the interview. Employees not receiving such notification may request **the results of the fact-finding** through the **Human Resources Director**. The results shall be made available to the employee 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.

4. If the fact finding is not completed within one hundred twenty 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 additional time to complete the fact finding is warranted due to extraordinary and extenuating circumstances.

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 tape-recorded without the express consent of all parties present in the session. If a tape is made pursuant to such consent, the party who makes the tape 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 his or her 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 **(Personnel)** Certification, the City shall provide the person with a notice which indicates the person's official appointment date, his or her 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.

To the extent practical, **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.

## 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 Ridgheaven**. 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 bi-weekly by Management from the salary of employees when authorized by Council Policy 300-06, Employee-Employer Relations Policy, Section VI (B) who file with the City a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all fees shall be made to MEA by Management bi-weekly at the conclusion of each pay period in which said fees and deductions were deducted.
- B. Dues shall be for a specified amount and shall be made only upon the voluntary written authorization of the employee. The authorization or cancellation of fees shall

be made upon clearly marked cards provided by MEA.

- C. 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.
- D. MEA shall indemnify, defend and hold the City against any claims or suits instituted against the City 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.
- E. 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.
- F. Upon request, Personnel shall provide MEA a list of new employees (department and classification).
- G. Such payroll authorization deduction form may, at the election of MEA, include a provision that the authorization is for a specific term. Under no circumstances will the City be required to enforce this provision.
- H. The City will not oppose MEA's efforts to pursue the establishment of additional lawful benefits for its members, including but not limited to affiliated institutions with all privileges and powers authorized by **state** and **federal** law.
- I. The payroll deduction provision in Council Policy 300-06, **section VI (B)** will be enforced.
- J. It is agreed that MEA fees for its prepaid insurance plans 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 copies of the Flexible Benefits printout for MEA Dental and Vision Plans.
  - 2. Risk Management shall audit and balance the reports and remit to MEA the aggregate amount shown as soon as feasible within City Auditor and Comptroller guidelines for processing Requests for Direct Payment.

- K. Management and MEA will meet and confer, without impasse, on computer access fees for CAPPS and Benefit Data Access.
- L. An agency fee provision requiring employees to become a member of MEA or to pay a service fee shall be implemented in the Professional and Supervisory Units effective on July 1, 2005, on the same terms and conditions as currently in effect for the Technical and Administrative Support and Field Service Units. In the event that the agency fee arrangement is terminated by a lawful vote of the employees in any bargaining unit, a modified agency fee shall be in effect for the duration of this MOU, such that each person hired to fill a position in the affected bargaining unit shall, as a condition of employment in that position, be required to become a member of MEA or to pay a service fee. The Memorandum Regarding Agency Shop between the City and MEA, executed on October 31, 2001, is hereby incorporated by reference into this **MOU** as if fully set forth **in this MOU**.

## 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 he or she has 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 Labor Relations, 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) shall be allowed during each **eight** hour workday (“travel time” means pedestrian travel or travel in the employee’s private vehicle). 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 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. 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 his **or** her department may submit such request in writing to the department’s personnel section or the authority 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. Subject to Section 2, departments with the concurrence of **the Mayor or his or her 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.
- G. 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**.
- H. 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.
- I. 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.
- J. The alternate schedules will be reviewed under the same conditions as the other existing alternate work schedules in the Police Department.



- K. 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.
- L. When the need to work outside normal or scheduled work hours is identified and authorized, and when Management directs the employee to adjust his or her 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.
- M. 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.
- N. 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. Compensatory time **may be accumulated up to a maximum of one hundred twenty hours during the fiscal year. However, accrued compensatory time shall be reduced to forty-five hours as of June 30 of each year unless an exception**

is granted by the **Human Resources Department**. This time frame may be modified in exceptional circumstances. However, based on workload and operational considerations, Department Heads or their designees may set a lower midyear accumulation limit after meeting and discussing the proposed limit with MEA.

- E. Any existing annual leave vacation scheduling method that is satisfactory with the employees shall remain in effect for the duration of **this MOU**. This is in lieu of the above mentioned scheduling method.
- F. 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.
- G. Employees are eligible to receive “payment-in-lieu” of annual leave, regardless of the total number of annual leave hours the employee has accrued at the time of the request, up to a maximum payment of **one hundred twenty-five** hours per fiscal year.
- H. 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. Employees who expect to be in this situation may submit a written plan to reduce excess leave which will include time off and pay-in-lieu up to **one hundred twenty-five** hours per fiscal year as necessary. 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.

- I. Leave provisions included under **sections J and K** below will be accounted for separately.
- J. 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.
- K. 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.

- L. 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.
- M. If disciplinary action for employee leave abuse under this **Article** is proposed which deviates from these criteria, the **Appointing Authority** or **his or her** designee must obtain prior approval from the **Human Resources Director**.

## 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 **his or her** duties, and who has **been certified as bilingual by Personnel** shall be paid \$.70 per hour in addition to **his or her** 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 Personnel 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 Notice** 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.

**MEA-represented employees are prohibited from possessing or storing firearms, even if lawfully owned, on the job or in City-controlled parking locations.**

**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.**

**The City has stated its intent to adopt an A.R. on the subject of possession or storage of firearms and similar deadly weapons on the job or on City property and will meet and confer with MEA over any identified impacts. In any event, tools required or used on the job are not covered by this prohibition.**

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 **Park and Recreation Department (Park and Recreation)** center identified by Park and Recreation Management as a security **or** high risk location. The City also agrees to provide such a communication unit to other **Park and Recreation** employees identified by Park 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 **Park 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 **Park 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 and MEA agree to continue to study, during the term of **this MOU**, the feasibility of developing a **Hepatitis-B Prevention Program**. The City and MEA will meet and confer during the term of **this MOU**, with no impasse remedy available, regarding the implementation of any recommendations resulting from this study.
- J. The City **will investigate every report of an alleged threat as defined in A.R. 97.10, Threat Policy**. The City will make its best efforts to protect, support and counsel employees who have been threatened during the course of employment.
- K. The City agrees to provide appropriate safety gear for job classifications required to open and/or inspect live sewer manholes.
- L. 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.
- M. Departments with emergency employees will execute their emergency plans to cover these situations.

## ARTICLE 21

### Salaries

#### A. General Salary.

Effective July 1, 2009, there will be a general salary freeze and no general salary increase through June 30, **2013**. Employees will remain eligible for all other current forms of compensation, including but not limited to step advances on the salary schedule, career advancement opportunities, certification and registration pay.

#### B. Furlough and Pay Deduction.

Effective with the **first complete** pay period **after July 1, 2012**, each employee will (see exception below for all Hourly employees) take fifty-two hours of unpaid furlough during **Fiscal Year 2013**, which will be deducted on a pro-rata basis from each of **twenty-five** paychecks over the course of the fiscal year on the same terms and conditions as apply to the City's **Fiscal Year 2009** Voluntary Furlough Program, except that no discretionary days off shall be made available. A pro-rata adjustment in the number of furlough hours shall be made for those employees who work half and three-quarter time, and for any employee hired after the beginning of a fiscal year.

##### 1. Exceptions: 3 Percent Pay Deduction.

- a. Since Hourly employees may not take unpaid furlough, a **3 percent** pay deduction from all SPSP-eligible compensation is mandatory for them.
- b. **Employees hired after July 1, 2009, must take fifty-two (52) hours of unpaid furlough and a 3% pay deduction from all compensation (defined as compensation which would otherwise be SPSP-eligible).**

Each employee will schedule his or her furlough hours in the same manner as **annual leave is** presently scheduled pursuant to Article 18 of this MOU. The City agrees that each employee must be allowed the opportunity to take furlough hours off before the end of each fiscal year covered by this MOU. The **Parties** intend that this furlough program will be conducted on terms that are fair and reasonable to each employee while permitting the City to carry on necessary work. In the event of any dispute over a department's or division's handling of employees' requests to schedule their furlough days, the City's Human Resources Director will have the authority to hear and direct the **department** or **division** to resolve the dispute in keeping with the letter and spirit of the **Parties'** agreement.

#### C. Special Salary Adjustments.

In anticipation of the meet and confer process for a new agreement for **Fiscal Year 2014**, MEA may bring special salary adjustment requests to the Civil Service Commission during the appropriate period in Fiscal Year **2013**.

**D. 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 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 safety 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. Representatives of MEA will be provided with information on the development of an Asbestos Containment Program. MEA will be allowed to monitor the work of the Team 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 5 **percent** special assignment pay for each pay period in which the employee was required to assist with, supervise, and/or make one or more permit required confined space entries. The term “confined space” is defined as those spaces which meet the CAL OSHA confined space criteria. A space classified by the City as a permit-required space may be reclassified as a non-permit confined space if the permit space poses no actual or potential atmospheric hazards and if all hazards, as defined by CAL OSHA, within the space are eliminated without entry into the space. 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 5 **percent** of their base salary as special assignment pay.

9. PSO Training Pay.

Police 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 5 percent Permanent On-Call pay** which is not time dependent and is meant to compensate for being on-call essentially all



the time. **This 5 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.

E. 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 **5 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 5

**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 **5 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**.

6. Licensure and Certification Verification.

Employees in the **Engineer** classifications shall be eligible for additional pay **after** upon presenting evidence that they possess current, valid State of California engineer registration in the discipline **or disciplines** appropriate for their classification.

7. In the event that an employee in **Engineer** classifications is eligible for more than one registration or special license pay, he or she will be eligible for the additional pay associated with each up to a total limit of **15 percent** except as noted in **Sections B and D** which receive a total of **20 percent**.

F. 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.

G. Grade V Certification Pay for Water Operations Supervisors.

Water Operations Supervisors who obtain a Water Treatment Operator Grade 5 certificate from the State of California Department of Health Services shall receive approximately **5 percent** additional pay. Employees shall be eligible for this additional pay upon presenting evidence that they possess a current, valid State certification.

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

Police Dispatchers, Police Lead Dispatchers, and Police Dispatch Supervisors shall receive **5 percent** additional pay for their P.O.S.T. Basic Dispatcher Course Certificate. Dispatchers I and II, who are assigned as 911 Operators in the Police Department Phone Room, shall also receive this **5 percent** additional pay for their P.O.S.T. Basic Dispatcher Course Certificate.

**I. 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.**

**ARTICLE 22**

**Retirement**

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

1. In accordance with the July 24, 2008 Memorandum of Agreement between the City and MEA, a new pension plan for MEA-represented non-safety employees hired on or after July 1, 2009, is established. This plan will be applicable to all non-safety employees hired on or after July 1, 2009, whether unclassified, unrepresented or represented by another **union**.
2. The new pension plan terms for non-safety employees hired on or after July 1, 2009, are as follows:

a. **Defined Benefit Plan**

1) 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%

2) 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 twenty years of service or the age 62 with ten years of service remains unchanged.

3) Cap.

The defined benefit which results from this formula will be capped at 80 **percent** of the employee's final average compensation.

4) 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 **percent** 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.

1) A 0.25 **percent** mandatory City contribution and a matching 0.25 **percent** employee contribution will be paid into a Retiree Medical Trust.

2) 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 such a 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 covered by this new plan will not participate in the City's **SPSP**. However, the City's current 401(k) and 457 Plans will remain available to employees covered by this new plan on the same terms as are available to employees not covered by this new pension plan.

**B. Retirement Contribution Offsets.**

**Effective July 1, 2011, the City will apply an amount that is approximately equal to .4 percent of the base salary of employees hired before July 1, 2009, thereby reducing the amount deducted from employees' paychecks as the employees' retirement contribution by that amount. The employee, upon termination, will have no vested right in the amount so contributed by the City. Substitution of this portion of the employees' contribution by a City payment will not decrease the total amount applied towards the required retirement contribution, and will not affect retirement benefits; provided, however, such payment shall not exceed any employees' total contribution to the system.**

**C. 2005 Retirement Benefit Plan Changes.**

The **Parties** recognize that the effective date applicable to the following benefit changes is currently in litigation and will eventually be established by order of the court.

**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 will be 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** Section 24.1502(a)(6). Municipal Code Section 24.1503 will be revised to reflect this change.

**3. DROP.**

Employees hired on or after July 1, 2005, are not eligible for the DROP. Article 4, Division 14 of the Municipal Code will be revised to reflect this change.

**4. Calculation of Service Retirement Allowance.**

The only service retirement allowance calculation formulae for employees hired on or after July 1, 2005, will be **2.5 percent** at age 55 for General Members and **3.0 percent** at age 50 for Safety Members, with the existing tiers for those formula. Article 4, Division 4 of the Municipal Code will be revised to reflect this change. For employees hired before July 1, 2005, the retirement allowance

calculation formulae will remain as currently provided under Article 4, Division 4 of the Municipal Code.

**D. 2002 Retirement Contribution and Benefit Changes.**

Following meet and confer in 2002, the **Parties** agreed to certain changes to the City's employee retirement contribution offset and to SDCERS benefits for **Health-Eligible Retirees**. Those changes are specified in section 3. Notwithstanding any provision below, employees hired on or after July 1, 2005, are excluded from the **Retiree Medical Benefit** and are not eligible for; (1) the 13th Check; (2) participation in the DROP program, (3) purchase of service credits; and (4) calculation of a service retirement allowance using a formula other than 2.5 **percent** at age 55 for General Members and 3.0 **percent** at age 50 for Safety Members, with the existing tiers for those formulae.

1. Retirement Contribution Offsets.

The City agrees that it will apply an amount that is approximately equal to 5.4 **percent** of the base salary of employees covered by this **MOU**, thereby reducing the amount deducted from employees' paychecks as the employees' retirement contribution by that amount. Effective **July 5, 2003**, the City will increase the amount it pays to offset a General Member retirement contribution of **SDCERS** from 5.4 **percent** to 7.0 **percent**. These retirement offset increases will remain in effect until the Employee Contribution Reserve is exhausted. The employee, upon termination, will have no vested right in the amount so contributed by the City. Substitution of this portion of the employees' contribution by a City payment will not decrease the total amount applied towards the required retirement contribution, and will not affect retirement benefits, **provided**, however, such payment shall not exceed any employees' total contribution to the **Retirement System**.

2. Retirement Benefit Changes.

- a. 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 **percent** 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:

- 1) For Non-Medicare eligible retirees: \$489.16
  - 2) For Medicare eligible retirees: \$460.67
- b. Health Eligible Retirees may choose to participate in a City sponsored health insurance plan or any other health insurance plan of their choice
  - c. Additionally, the Retirement System will reimburse the Part B Supplemental Medical Expense Premium for those Health Eligible Retirees enrolled in Medicare.
  - d. The Disability Income Offset provision is eliminated. There will be no reduction of retirement benefits if the retiree has other income.
  - e. A five-year purchase of service credit provision is established effective January 1, 1997. Under this provision, the Member 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.
  - f. **DROP** is established effective April 1, 1997. **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 the **DROP Plan Document**, 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 such time as the Member completes or terminates the **DROP** period. 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 deposited into a trust account. 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 percent** 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 monies are placed in a trust account and are distributed to the DROP participant upon termination of employment or completion of the DROP period whichever occurs first. No withdrawals may be made from DROP account until the Member completes or terminates his or her DROP period. Interest will be credited to the Member's DROP account at a rate determined by the **SDCERS** Board. The Member is **100 percent** vested in DROP from its inception.

- 1) A DROP participant who becomes disabled may apply for conversion of **his or her** deferred retirement allowance to a disability 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 sixty months. The Member must terminate City service at the end of the designated period.
- g. For retirements effective on or after January 1, 1997, the **50 percent** 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 his or her spouse at least one year prior to retirement for the spouse to receive the **50 percent** continuance is eliminated.
- h. 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.
- i. 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.
- j. 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.
- k. MEA General Members.
  - 1) 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 his or her allowance calculated using the Old Factors (2 percent at age 55, etc., with 10 percent added to the Member's Final Compensation) or the Corbett Factors (2.25 percent 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 percent. The 90 percent 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 percent or more using the New Factors may continue to accrue benefits above the 90 percent 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 percent 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 percent cap by choosing the New Factors, may continue to accrue benefits above the 90 percent 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:
  - i. If the Member is eligible for a service retirement on January 1, 2003, he or she may:

1. Continue working and contributing to the Retirement System,
  2. Enter DROP, or
  3. Retire.
- ii. If the Member is not eligible for a service retirement on January 1, 2003, he or she may:
1. Continue working and contributing to the Retirement System, or
  2. 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 his or her **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 he or she first becomes eligible to retire, at which time the Member must either enter DROP or retire.
  3. 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**, his or her disability retirement benefit will be calculated using the participant's age, **creditable service** and **final compensation** as of the day he or she began participating in the Cap Program.
- iii. A General Member may exceed the **90 percent** 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 percent** cap because of the **creditable service** he or she applied to purchase on or before June 5, 2002. The Member may not exceed the cap by **creditable service** that he or she 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, his or her **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.

2) 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 percent.

3) 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 his or her 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 his or her** 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.
2. The **Appointing Authority** may grant an employee **who meets standards on his or her** 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.
2. 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.

## ARTICLE 26

### Copies of the Agreement

MEA may obtain copies of this **MOU** from the City by reimbursing the City for their cost. The City agrees to provide MEA with 3,600 free copies of this **MOU** without charge.

## 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 its members.
- 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. An IRS-qualified cafeteria-style benefits program **called the Flexible Benefits Plan (FBP)** is offered to all eligible employees. **The FBP** a variety of tax-free benefit options. "Eligible employee" means any employee in one-half, three-quarter, or full-time status. "Eligible employee" excludes all employees in an hourly status.
- B. There will be no increase in the Flexible Benefits Plan annual value during the term of this **MOU** and the annual value will remain at the **Fiscal Year 2008** level of \$6,075.
- C. 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.

**D.** The benefits available through the **FBP** and the respective annual costs of the **benefits** are reflected in the Flexible Benefits Summary Highlights booklet provided to each employee each.

**E.** Notes.

1. It is the intent of the **Parties** that all **plans offered in 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. The employee must select a life insurance and health insurance **plan** (unless covered under another comprehensive health plan). An employee may opt out of City health insurance if he **or** she has other comprehensive health insurance by selecting the "waiver" option.
3. With the remaining FBP monies, eligible employees may select from other optional benefits including dental, vision, cancer/intensive care protection, 401(k), Dental/Medical/Vision and Dependent Care reimbursement and/or cash payment.
4. After selecting required health and life insurance coverage, employees who are unable to enroll in their desired dental plan may purchase **dental coverage outside the FBP** by making an "out-of-pocket" payment for the cost difference. Only dental coverage may be obtained in this manner. **"Out-of-pocket"** contributions must be made at the time of **open enrollment** and are nonrefundable.
5. **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 **Dental/Medical/Vision** or **Dependent Care** expenses. These payroll deductions must be designated during the open enrollment period, are irrevocable, **and** are subject to IRS regulations. **Monies** are forfeited if not used within the fiscal year.
6. 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 health (or comparable plan, if unavailable), including dependent health offset and life, 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. Any monies remaining from the FBP allotment will be paid out as a taxable cash payment. All payroll deductions, including **Dental/Medical/Vision** and Dependent Care

reimbursement, will continue and may not be eligible to be stopped until the following open enrollment period.

7. The City agrees that it will not arbitrarily or unreasonably deny MEA the opportunity to offer a health 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 health 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 health plan.
8. MEA agrees to indemnify the City against any and all claims arising out of the administration of **MEA's** benefits plans.
9. Audit and Inspection of Records.

The City Auditor is authorized to audit all necessary documents pertaining to the health insurance plans offered by MEA.

10. The **Parties** agree that 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.
11. MEA will be available to answer questions at the end of **open enrollment** and New Employee Orientation **sessions**.
12. The **Parties** agree that MEA-provided AFLAC will continue to be an option under the **FBP** for MEA-represented employees during the term of this MOU, and that the Hyatt Legal Plan will be eliminated as an employee-paid benefit option.

## **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 his **or her** 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 **his or her** 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 will have a permanent representative on the Suggestion Awards Committee.
- D.** 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 his **or** her designee.
- E.** MEA's President shall remain a full-time employee in the position he **or** she occupies at the time of taking office. The President will continue to receive the salary and benefits for his **or** her 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.
- F.** **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, and 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, **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, **other terms and conditions** 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, or 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 appearing before the Civil Service Commission or the City Council nor 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.** Bi-weekly, a magnetic tape (converted to diskette format) from the City shall be provided to MEA containing the information currently furnished on each MEA member, at cost or at another price if agreed upon.
- B.** Quarterly, the City shall provide MEA with a diskette 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 bi-weekly basis, from Risk Management, in regards to MEA members 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 members 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 presentations 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.
- 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 City-wide program.
- D. **MEA may provide the pertinent information on its dental and vision plans for presentation 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 his or her 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 his **or** her 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 his or her file. It is mutually agreed that employee performance evaluations **where employees “meet standards”** are not eligible to be appealed. Within ten working days after receiving the appeal letter, which becomes an attachment to the document in question, the Department Head or his **or** her 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 his **or** her designee will provide a written **decision** as to whether the **original** document will be retained in, **modified**, or removed from the employee’s record.
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 E are categorically eligible for “D” mileage. Otherwise, to be eligible for “D” mileage reimbursement, a City employee driving on City business must meet the following criteria:**
  - 1) Be required, as a condition of employment, to provide a personal vehicle to conduct City business; AND
  - 2) The employee does not have regular access to a City-provided pool vehicle; AND
  - 3) Drive a personal vehicle a minimum of 250 miles per month on City business; AND
  - 4) 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 his or her 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 E may result in a change in eligibility for “D” mileage.

3. “D” Mileage Reimbursement Rates.

<u>Mileage Increment</u>		<u>Cents per Mile</u>		<u>Miles Reimbursed</u>
<u>(Monthly)</u>				
D1	250	D1	71	250
D2	417	D2	68	167
D3	625	D3	65	208
D4	833	D4	62	208
D5	1042	D5	59	209
D6	1250	D6	58	All other miles that Month

4. Appeal of Eligibility.

An employee aggrieved by the City’s determination that he or she is 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 their mileage reimbursement checks within two weeks after **the employees** submit their timely and accurate reimbursement requests to their designated supervisors.

**E. Parking.**

1. **An employee** will be reimbursed the monthly Concourse **Parkade** parking fee at least seven days each calendar month **if he or she** both uses the **Concourse Parkade** and drives his **or her** car on City business. The actual monthly cost of parking, not to exceed the monthly rate established for City employees at the Concourse **Parkade**, shall be added to the monthly mileage report and included in the total amount due.
2. The City agrees to make its best efforts to provide Police Officer or CSO Patrol in marked vehicles during predawn or post-dusk hours at Police Headquarters and the Central Library when employees are entering or leaving the buildings.

**ARTICLE 39**

**Death, Injury, or Retirement Notification**

MEA will be notified as soon as possible when a member of MEA 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**

**Clean Air**

- A. The City through the Safety Office will provide MEA with the results of asbestos air sampling on **at least** an annual basis. In addition, the City Buildings Division through the Safety Office, agrees to inform MEA when building or remodeling activities take place that involve the removal or containment of asbestos.



- B. In cases of emergency removal or containment of asbestos, the City will comply with all applicable state and federal laws including the notification of employees in the affected areas.

## 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 City **Comptroller** 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 his or her** 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)  
 Police Service Officer I and II  
 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)  
 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 Park Ranger  
 Field Representative (Police Department)  
 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 Branch** 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 Park 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 General Services 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 Branch** 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 Branch** 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	<b>Carpenter Supervisor</b> Electrical Supervisor HVAC Supervisor Plumber Supervisor Painter Supervisor Roofing Supervisor
<b>PUD Water Branch</b>	<b>Assistant Laboratory Technician</b> <b>Field Representative</b> <b>Golf Course Manager</b> <b>Junior Engineering Aide</b> <b>Laboratory Technician</b> <b>Lake Aide I &amp; II</b> <b>Lakes Program Manager</b> <b>Lakes Program Supervisor</b> <b>Meter Reader</b> <b>Principal Water Utility Supervisor</b> <b>Ranger/Diver Supervisor</b>

**Safety and Training Manager**  
**Safety Representative I & II**  
**Senior Engineering Aide (Cross Connection Specialist)**  
**Senior Meter Reader**  
**Senior Water Operations Supervisor**  
**Senior Biologist**  
**Supervising Field Representative**  
**Supervising Meter Reader**  
**Training Supervisor**  
**Utility Supervisor**  
**Water Distribution Operations Supervisor**  
**Water Operations Supervisor**  
**Water Systems District Manager**  
**Water Systems Technician Supervisor**  
**Water Systems Technician IV**  
**Water Utility Supervisor**

**PUD Wastewater Building Maintenance Supervisor**  
**Branch Building Services Supervisor**  
**Building Supervisor**  
**General Water Utility Supervisor**  
**Plant Process Control Supervisor**  
**Principal Plant Technician Supervisor**  
**Principal Water Utility Supervisor**  
**Safety & Training Manager**  
**Safety Officer**  
**Safety Representative I & II**  
**Senior Electrical Engineer/Plant Control Engineer**  
**Senior Plant Technician Supervisor**  
**Senior Power Plant Supervisor**  
**Senior Wastewater Operations Supervisor**  
**Senior Water Utility Supervisor**  
**Wastewater Treatment Superintendent**

11. Employees in the designated classifications in the Facilities Maintenance Division shall receive ten) shirts. The color options are hunter green and beige.
12. The employees in the designated classifications in **the Wastewater Branch** 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 in **the Wastewater Branch**.
13. Employees in the designated classifications in the Water **Branch** 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 two replacement sets. 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 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:
1. Area Refuse Collection Supervisor: \$500 annually.
  2. Safety Representative I, **and** II, Safety Officer, and Safety and Training Manager in the Environmental Services Department: \$500 annually.
  3. Police Service Officer I and II: \$800 annually.
  4. Park Ranger and Senior Park Ranger: \$780 annually.
  5. Parking Enforcement Officer I and II and Parking Enforcement Supervisor (excluding hourly employees): \$800 annually.
  6. Field Representative (Police Department): \$348 annually.
  7. Special Events Traffic Controller and Special Events Traffic Control Supervisor (Excluding hourly employees): \$448 annually.
  8. Police Code Compliance Officer and Police Code Compliance Supervisor and Senior Code Compliance Supervisor (Police Department): \$800 annually.
  9. Code Compliance Officer and Code Compliance Supervisor (Fire-**Rescue Department** and **PUD, Business Support Branch**) \$400 -annually.
  10. Auto Messenger: \$250 annually.
  11. Ranger Diver I and Ranger Diver II: \$1204 annually.
- B. 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 Community 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.

## ARTICLE 45

### Reduction in Compensation

#### A. Reduction in Compensation.

The compensation of any employee or officer of the City may be reduced within the salary range of that employee's current classification. Such reduction in compensation may be put into effect upon finding that the employee's performance is unsatisfactory for the employee's classification and/or position.

#### B. Procedure for Reduction in Compensation.

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

1. The inadequate performance of the employee shall be documented and the employee shall receive a copy of that documentation.
2. Upon being notified of the proposed action to reduce the employee's compensation, **the employee has the right to respond orally or in writing to the Appointing Authority. The response must be provided within five working days of the notification of the proposed action.**
3. After giving due consideration to the information provided by **the employee**, the **Appointing Authority** may elect to reduce the compensation of **the employee**.
4. At the time the employee is notified of **the Appointing Authority's decision**, the employee will be informed of **his or her** representation and appeal rights.

#### C. Appeal of Reduction of Compensation.

1. Within five **working** days of receipt of notice of reduction in compensation, an employee may file an appeal by filing a written demand to the Civil Service Commission for the right to be heard before the Commission. The Commission, at its discretion, may appoint one or more of its members to hear the appeal and submit a proposed decision to the Commission for ratification.
2. The conduct of the hearing shall be the same as **that** prescribed in the Civil Service Rules relating to discharge.

#### D. Return to Prior Compensation.

1. Employees having their compensation reduced in accordance with the provisions of this Article **will** be placed on a **Supplemental Performance Report**. At the time of the reduction in **compensation** the employee will be informed of the



date of the next performance evaluation. An employee's compensation will be reinstated at the step the employee was receiving prior to the reduction in compensation upon receipt of a **meets standards Performance Report**.

2. The reduction in compensation shall not exceed six months of active duty. At the end of that time, the employee shall be reinstated to **his or her** 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 Aide, 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:

- 1) **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.
- 2) **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:

- 1) **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.

**B. Procedure.**

1. Personnel 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 4<sup>th</sup> fall 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:

1. Employees who are scheduled to work on both the City-observed holiday and the actual holiday will receive holiday pay on the actual holiday.
2. 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.
3. 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.
4. 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 his or her floating holiday** to comply with the following conditions:

1. Employee must schedule **the floating holiday** prior to June 1;
2. **The floating holiday** must be a one-time absence and it must be used before the last day of the last full pay period in June; and
3. **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. All employees will be required to provide authorization to the **Office of the City Comptroller** to electronically deposit their paychecks to a financial institution of their choice (subject to electronic compatibility). Employees shall not **be required** to change financial institutions if their financial institution is not compatible with the wire transfer.
- C. An employee who does not have a financial institution at which to provide electronic transfer accessibility may pick up his **or** her paycheck at a designated location within the downtown City Hall complex, after 4:00 p.m. on paydays, or have the paycheck mailed to the address of the employee's choice.
- 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).

The **Parties** agree that a new **SPSP** will be implemented for all new employees hired on or after July 1, 1986. For these employees the voluntary contribution will be 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 will not **affect** or change the current SPSP Plan for 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. Recent legislation mandates that all employees be covered by a retirement plan effective July 1, 1991. This impacts all hourly 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 is agreed to by the **Parties** in order to comply with this mandate.
4. The City and MEA agree to the adoption of a new **SPSP-H Plan** coverage for hourly 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 hourly 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.

5. In order to comply with this new **federal** law, the City and MEA agree to the implementation of a new SPSP-H Plan for **hourly 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.
6. The City and MEA agree to study the feasibility of establishing a program which allows employees to borrow against their vested SPSP contribution.

**B. 401(k).**

1. The City agrees to change the structure of the 401(k) Plan in order that each employee participant may determine the type and mix of his or her investment in the **401(k)** Plan (e.g., Socially Responsive, Aggressive Growth, Long Term Growth, etc.) in the same or similar manner to the choices available to participants in the Deferred Compensation Plan. As part of this restructuring, a reasonable administrative fee will be established on each 401(k) account by the plan administrator which will not exceed approximately **\$23.00** annually.
2. All part-time benefitted employees shall be eligible to participate in the 401(k) **Plan** that is offered to full-time benefitted employees.

**ARTICLE 52**

**Employee Counseling**

**A. Job Counseling.**

Employees who are interested in promotional opportunities or a transfer to a different department or to another classification should call **Personnel(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 and pay on a monthly basis will be charged **50 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** instances per year. Participation in **TAP** is limited, and **is available to employees** on a first-come, first-serve basis.
- C. The City will provide **75 percent** reimbursement up to **\$100 per month** to those employees who wish to 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/purchaser. The City will provide an equal amount to employees who **use** the **San Diego Bay** ferry and to employees participating in a City approved vanpool program. 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 shall have their Transportation Incentives discontinued. **Payments for passes are made payable to the City Treasurer no later than the twelfth day of the current month for the next month's pass. Payment is loaded onto issued Compass Cards.**
- D. The City will provide reimbursement to employees who **use** the Concourse Parkade 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 his **or** her 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 **indicate** 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

### Overtime

For the purposes of overtime compensation, the compensatory time limits set forth in **A.R. 95.01** shall be amended to permit employees to accrue **one hundred twenty** hours of compensatory time off. **However, by the end of the fiscal year**, compensatory time balances **may** not be in excess of **forty-five** hours.

## ARTICLE 57

### 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 58

### Repair or Replacement of Employees Property

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

## ARTICLE 59

### 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. Long Term Disability (LTD).

1. The **Parties** agree to reopen this MOU in order to meet and confer over a new **LTD Plan (LTD Plan).**
2. For claims filed based on a disability which arises on or after July 1, 1994, the City will implement the following changes in the LTD Plan. The actual provisions of the Plan Document should be consulted for detailed language, and additional changes.

- a. There are changes related to mental or nervous disorders.
- b. The Plan will not pay benefits to any employee whose disability was caused by his or her employment with the City except as follows:
  - 1) Any industrial disability occurring on or after July 1, 1994, caused by employment with the City if a period of twelve months of Industrial Leave coverage has been exhausted for such disability. LTD coverage will then be approved for a maximum period of twelve months while the participant is medically certified as totally disabled as defined in Section 4.03(B).
  - 2) For payment purposes, the definition of the term “basic bi-weekly earnings” for purposes of calculating long-term disability benefits shall mean the earnings in effect on the date the employee is removed from work due to his **or** her disability or due to any recurrence of his **or** her disability.

**C. Flexible Benefits.**

1. The City will pay the **participants Flexible Benefits** for a maximum of one year while **he or she is on LTD. At the end of one year, the participant will be referred** to COBRA for extension of appropriate coverage.
2. The City shall 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 his **or** her behalf for the period of his **or** her temporary total disability and/or participation in internal vocational rehabilitation, not to exceed a total of twelve months.

**ARTICLE 60**

**Out-of-Class Assignments**

- A. Employees represented by MEA shall be compensated for out-of-class assignments (**OCA**) on the **thirty-first** continuous day of assignment or on the **thirty-first** day

of cumulative **OCA** assignments 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 **OCA** assignments, regardless of **the** number of hours worked in a pay period, shall be recorded in the employee's personnel file.
- C. For employees in classifications in the Administrative Support and Field Service, Professional, Supervisory and Technical representation units, **Appointing Authorities** shall give first consideration for appointment to an **OCA** assignment 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. In **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 **OCA** assignments will be made. Management agrees to provide equal opportunity on a rotational basis for **OCA** assignments 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** assignment lasts over five **working** days, an employee's current shift or station assignment shall not preclude **his or her** eligibility for **OCA**.
- E. **OCA** assignments 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 his or her current supervisor.

## ARTICLE 61

### 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 62

### 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 his or her physician to disclose the nature of an illness, diagnosis or prognosis unless otherwise required by workers' **compensation law**, by the employee 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 or placement on a "doctor's list," the employee, at his or her own option, may disclose these details to the appropriate person in his or her 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 63

### 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 64

### Time Off for Blood Donation

An employee shall receive paid release time, not to exceed two hours, when he or she donates 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 his or her “blood receipt” to the payroll clerk as verification of the donation.

## **ARTICLE 65**

### **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 his or her 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 he **or** she leaves the workplace at the end of his **or** her shift.
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, Community Service Officers, 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 he **or** she has 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 **his or her** 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 his **or** her next shift following such court appearance, he **or** she 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 **his or her** 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 his **or** her 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 **he or she** actually worked, or spent in court **or in** meetings before or after his **or** her 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 his **or** her non-duty hours, the employee shall go to the court and stand by until called by the court and shall receive pay at **his or her** normal overtime rate for such stand-by time, or with the concurrence of the subpoenaing party, remain standing by at another location where he **or** she 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 his **or** her consent.

## ARTICLE 66

### 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 67

### 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 Appointing Authority 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 his or



her 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 68

### 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 69

### 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, he or she 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 two following options for the repayment of the funds:

- a. **A** lump sum payment with **a** date mutually established by the employee and the department (lump sum payments must be made if the total amount due is **5 percent** or less than the employee's biweekly salary); **or**
  - 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**
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. 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 70**

**Transfer Notification Process**

Personnel shall establish a Transfer Notification process.

- A. Employees who are interested in transferring will submit requests directly to Personnel.
  1. Supervisory review and approval will no longer be required.
  2. Personnel review **or** approval, **or** rejection will only be based on a review of the employee's qualifications in relation to the requirements of the class.
  3. Appointing Authorities may contact **the** employee's current department to review **the employee's** personnel file with **that** employee's authorization and or

receive recommendation.

**B.** Requests approved by Personnel will be:

1. Placed on additional eligible list **or lists**.
2. Notified by Personnel of all vacancies, by written notice to his **or** her home address or mail station.

## **ARTICLE 71**

### **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 his or her 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 72**

### **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 73

### 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 74

### Catastrophic Leave Plan

#### A. Purpose.

Establish a City administered Catastrophic Leave Bank (**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 under the Family Medical **Leave Act** as determined by the **Human Resources Director**. Catastrophic Leave determinations are non-grievable.

#### B. Procedures.

1. The employee must have exhausted or expect to exhaust his **or** her accrued leave (to be verified by the department payroll specialist), as a result of a qualifying event in order to establish a **Leave Bank**.
  - a. If an employee is diagnosed as terminally ill, a **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**. A recipient’s total annual leave balance including donated leave cannot exceed **two thousand and eighty** hours.
  - b. The employee has received approval for an unpaid leave of absence from his **or** her Department Head.
2. Requests to establish a Leave Bank for receipt of donations will be processed by the **Human Resources Department**.
  - a. An eligible employee will submit a completed “Request to Establish Catastrophic Leave Bank” form to the **Human Resources Director**, accompanied by:
    - 1) A medical statement from the attending physician, including a brief statement of 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 **in accordance with state and federal law**.

- 2) Evidence of the Department Head's approval of leave of absence.
3. Donations of annual leave may be made to an employee eligible for catastrophic leave. The **donor department** will be billed for the dollar amount of the **donor's annual leave** donation.
  - a. Donations of leave will be strictly voluntary; the identity of **Leave Bank** donors will be held in absolute confidence.
  - b. Employees may only donate accrued annual leave.
  - c. Donations **must** be made in whole hour increments. There is no tax benefit to the donor.
  - d. Donors must have an overall annual leave balance of **one hundred sixty** hours remaining after donated time has been deducted.
  - e. Once donated to an individual, donated leave cannot be reclaimed by the donor.
  - f. Employees wishing to donate time shall complete a "Confidential Authorization for Catastrophic Leave Donation" form and submit **it** to their **department payroll specialist** who will:
    - 1) **Verify** that **the** donating employee has the minimum required leave balance of **one hundred sixty** hours;
    - 2) **Convert** the donated time to dollars at the hourly rate of the donor and subtract **the donated time** from **the donor's** designated leave category; and
    - 3) **Forward the donation authorization form to the Human Resources Director** for tracking and submission to the **Office of the City Comptroller**.
    - 4) Donation authorization forms which do not contain all requested information shall not be processed.
4. Upon receipt of donation authorizations, the **Comptroller** shall take the following action:
  - a. Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add **the donated hours** to **the** recipient's annual leave

- balance. **The recipient** will be taxed for the leave when **it is** taken.
- b. Retain a confidential file of donation authorizations.
5. Donated time is treated as annual leave accrued by the recipient of the donation. Payments up to **eighty** hours per pay period will be made to the recipient until the donated leave has been exhausted.
- a. Donated time does not alter the employment rights of the City or the recipient, nor extend or alter limitations otherwise applicable to **leave of absence or annual leave**, except as noted in this Article.
  - b. Employees who are **use** donated annual leave hours will continue to accrue annual leave in accordance with Personnel Manual **Index Code I-2, -Annual Leave**.

## ARTICLE 75

### “PUL” Distribution

MEA may use the **City’s** mail system to distribute its single sheet “PUL” or equivalent communication, to all employees in its **Bargaining Unit**. 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.

## ARTICLE 76

### 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 his or her designee and the President or his or her designee of MEA.**

## ARTICLE 77

### 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 as a special outside course of instruction within the meaning of A.R. 70.40, **section 2.1**, Special Outside Courses of Instruction, and the Forensic Alcohol Analysts' and Criminalists' attendance will be at City expense in accordance with the terms of A.R. 70.40.

**C. Use of Tuition Reimbursement for Job-related Training.**

One-half 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 his **or** her 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 Reimbursement 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 one-half of the **Tuition Reimbursement** plan benefit shall be at the initiation of the employee based on his or her proposal for training or education.

**D. Tuition Reimbursement Amount.**

1. Tuition Reimbursement benefit amount will be \$1,000 per fiscal year.
2. **A.R. 70.30** will be amended as follows:
  - a. Section 2. - Policy
    - 1) 2.4(b). An education plan must be approved by the Appointing Authority prior to requesting **Tuition Reimbursement** for a specific course. This plan must include:
    - 2) 2.4(f). Requests for reimbursement must be submitted for approval to the Appointing Authority within sixty days of completion of the specific course for which reimbursement is being sought.

b. Section 3 - Requests and Reimbursement - Procedure

- 1) 3.1 **An employee** meeting the eligibility rules fills out Form CM-1578, "Request for Approval of Tuition Reimbursement," with 4 copies attached. The form is available from departmental payroll clerks. A central supply is maintained in City Operations Building - Store No. 4.
3. The following classes, courses and seminars shall be eligible for reimbursement up to the full amount **available under the Tuition Reimbursement Plan**: Any Professional Engineering License Seminar offered by CPEE; the Professional Engineer Review Class offered by **San Diego State University**; Review Courses for the Professional Engineering Exam at **University of California, San Diego**; National Association of Corrosion Engineers for Corrosion Engineers. In the event an equivalent Professional Engineering or Corrosion Engineer preparation class, course, or seminar is offered in addition to, or in place of, one of the above-titled **Professional Engineering** preparation programs, it will also be eligible for reimbursement up to the full amount of the tuition refund upon approval of the **Human Resources Director**.

## ARTICLE 78

### Appointing Authority Interview Feedback

Upon request, an Appointing Authority involved in a selection interview 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 79

### Drug and Alcohol Screening

#### 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 80

### Office Space

City will have the right to adopt a revised **A.R. 56.00**, Office 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 81

### Voluntary Certification Pay

#### **A. Public Utilities Department (PUD) Water Branch Certified Distribution Operator Certification Pay.**

1. Employees in the Water **Branch** in the classifications listed below under Eligible Classifications at the end of section (2) who obtain and maintain a Certified Distribution
2. Operator (**CDO**) certification, from the State of California, Department of **Public** Health will be compensated at the following rates:

D3: \$.30/hour

D4: \$.55/hour

D5: \$.80/hour

Eligible Classifications:

General Water Utility Supervisor  
Plant Technician Supervisor  
Principal Water Utility Supervisor  
Senior Water Utility Supervisor  
Training Supervisor  
Utility Supervisor  
Water Utility Supervisor

3. Employees in classifications which require a **CDO** certification from the State of California, Department of **Public** Health will not be eligible for certification pay

for **CDO** certification at the level required for their position **or** classification.

4. Employees in the Water **Branch** in the classifications listed below under Eligible Classifications at the end of section 4 whose positions require a CDO certification, Grade D3, from the State of California, Department of **Public** Health, 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

5. To receive **CDO** certification compensation, employees must hold permanent, full-time status and **meet performance standards** at the time the certification pay is awarded.
  6. Employees who hold either Temporary or Interim Distribution Operator certification from the State of California, Department of Health Services will not be eligible for compensation.
  7. **Employees in the Water Branch** must maintain a Certified Distribution Operator, Temporary or Interim certification from the State of California, Department of Health Services 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 no later than January 1, 2007.
  8. Employees in the Water **Branch** are required to provide a copy of their **CDO** certification from the State of California, Department of Health Services to the appropriate staff as defined in Water **Branch** 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 **Branch** in the classes listed in Appendix F 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 F (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 **\$.55 per hour maximum compensation**. Employees who obtain and maintain a Grade IV certification will be eligible for **\$.80 per hour maximum compensation**.
- D. Employees in the classifications of Electronics Technician Supervisor, Plant Process Control Supervisor, and Instrumentation and Control Supervisor in the Water Branch or any other division within the Public Works Business Center in which the certificate is deemed job-related by Management, **and** who obtain and maintain a Level I certification from the International Society for Measurement and Control 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 Measurement and Control 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 his **or** her 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 his **or** her 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 Masters Degree as determined by the Library Director, shall be eligible to receive additional compensation of **5 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 Conference of Building Officials (ICBO) certification, Plans Examiner, shall be eligible to receive additional compensation of **5 percent**.
- O. Employees** in the option classification of Code Enforcement Coordinator who obtain and maintain the ICBO certification, as determined by the Appointing Authority, shall be eligible to receive additional compensation of **5 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 **5 percent**. Employees in the classification of Principal Drafting Aide who obtain and maintain the **Geographic Information Systems** certification, as determined by the Water Department, shall be eligible to receive additional compensation of **5 percent**.
- Q. Employees** in the classifications of Senior Zoning Investigator and Zoning Investigator I **and** II who obtain and maintain the ICBO certification, as

determined by the Appointing Authority shall be eligible to receive additional compensation of **5 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 **5 percent**.
- S. Employees** in the classifications of Equipment Repair Supervisor, Metal Fabrication Supervisor and Fleet Maintenance Supervisor who obtain and maintain the Master Level Automotive Service Excellence certification shall be eligible to receive additional compensation of **5 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 **5 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 **5 percent**.

## **ARTICLE 82**

### **San Diego Fire-Rescue Department Dispatchers and Repair Facility**

#### **A. Fire Communications.**

##### **1. Staffing Levels.**

- a. In order to address staffing level concerns by MEA, which may result from the implementation of the Emergency Medical Dispatch (EMD) program, the City agrees to produce to the extent such records exist, and discuss with MEA, records of medical and fire dispatch incidents, call volume, average length of calls, types of calls, and the dispatched calls that the Fire Communications Center handled.**

##### **2. Training.**

- a. The City will provide MEA with details of the training plan, including the number of hours of classroom training, for EMD related to new responsibilities under the EMD program, prior to finalizing the training plan. If the Fire-Rescue Department and MEA do not mutually agree to the training plan, the Human Resources Director will resolve any outstanding issues.**
- b. The City will provide MEA with a work plan for the new Computer Aided Design system training, and installation of the new equipment**

and work stations. MEA may provide to Fire-Rescue Department and Human Resources input regarding what it considers unresolved issues.

3. Performance Standards.

The City will provide employees with any changes in performance standards related to the EMD program. Employees will be afforded reasonable opportunity to achieve any new standards.

4. Non-City Employees.

Under the new 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.

5. Hourly Pool.

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

6. Certification Pay.

Fire Dispatchers, Lead Fire Dispatchers (Terminal Class), Fire Dispatch Supervisors and Dispatcher I and II shall be required to obtain and maintain Emergency Medical Dispatch certification, and shall receive an additional 5 percent certification pay upon evidence of such certification. This certification pay shall be considered as part of the employee's base salary.

7. 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 Equipment 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 Fire Communications and the Fire Repair Facility. In addition, MEA and the City agree to meet and confer on issues within the scope of bargaining to update the Communications Policy Manual during the term of this MOU.

**ARTICLE 83**

**Military Leave**

Military Leave for members of MEA will be administered in accordance with Personnel Manual Index Code I-10, Military Leave. MEA agrees that the City Council may determine to extend these benefits beyond what is provided in Personnel Manual Index Code I-10 in cases of national emergencies without an obligation to first meet and confer.

## ARTICLE 84

### 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 \$15.00.

## ARTICLE 85

### Bereavement Leave

**Paid Bereavement Leave** of up to three days is available upon the death of an employee's spouse, father, mother, brother, sister, son, daughter **(son or daughter to include: step-, foster, or adopted)** or state-registered domestic partner, with a limit of one eligible death per fiscal year. Proof of death (death certificate, obituary, funeral program, etc.) must be provided in order to receive Bereavement Leave, which is in addition to Annual Leave **and must be submitted within thirty calendar days of when the employee returns to work.**

## ARTICLE 86

### Alcohol Consumption Prohibited

The consumption of alcohol is prohibited during work hours, including breaks and unpaid meal periods.

[A. R. 97.00 will be changed to conform to this provision.]

## ARTICLE 87

### Discretionary Leave for FY 2013

- A. All full time bargaining unit members will receive a one-time sixteen hours of discretionary leave for use during Fiscal Year 2013 and the discretionary leave identified in this Section has no eligibility requirements except as set forth in this Section. Three-quarter time employees will receive twelve hours of discretionary leave for use during Fiscal Year 2013. Half time employees will receive eight hours of discretionary leave for use during Fiscal Year 2013.**
- B. Each employee will schedule his or her 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, 2013, or it will be forfeited. The one-time sixteen hours of discretionary leave under this Article will sunset on June 30, 2013.**
  
- D. The sunset provision of Section C above does not amend, modify or alter any discretionary leave that may be granted under A.R. 95.91, Employee Recognition and Rewards Program.**

## APPENDIX A

### Bargaining Units

#### ADMINISTRATIVE SUPPORT AND FIELD SERVICE UNIT

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

## 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 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 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  
Management Trainee  
Marine Biologist I  
Marine Biologist II  
Noise Abatement Officer  
Park Designer  
Park Ranger  
Park Ranger Aide  
Procurement Specialist  
Procurement 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 Specialist

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  
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 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 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**  
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 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  
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  
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 Aide I  
Police Investigative Aide 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 - 20<sup>th</sup> 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, and 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 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. Code Compliance Supervisor (Police Department)\*\*.**

Items Required:

1. Belt
2. Shirt (3)
3. Slacks (3)
4. Jacket
5. Trooper Hat
6. Utility Belt
7. Belt Keepers (4)
8. Tie (optional)
9. Sweater (optional)
10. Hat Holder (optional)

**G. Code Compliance Officer (Police Department)\*\*.**

Items Required:

1. Belt
2. Shirt (3)
3. Slacks (3)
4. Jacket
5. Trooper Hat
6. Utility Belt
7. Belt Keepers (4)
8. Tie (optional)
9. Sweater (optional)
10. Hat Holder (optional)

**H. 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)

**I. Special Events Traffic Controller I and I; Special Events Traffic Control Supervisor.**

Items Required:

1. Shirt, Long or Short Sleeve (2)
2. Slacks / Shorts (Optional) ( 2)
3. Belt (1)
4. Hat (1)
5. Jacket (Chill Chaser) (1)
6. Name Tag (1)
7. Sweater (1) (Optional)

**J. Code Compliance Officer and Code Compliance Supervisor (Water Utilities).**

Items Required:

1. Belt (Black)
2. Shirt (5) (White)
3. Slacks (5) (Navy)
4. Jacket (Chill Chaser) (Blue)

**K. 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.

**L. Swimming Pool Manager; Pool Guard I; Pool Guard I.**

Items Required:

1. Swim Suit (2)
2. T-shirts (5)
3. Hat
4. Sweatshirt
5. Collared Shirt (3) Managers Only
6. Sunglasses

**M. 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\*

**N. 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

**O. Ranger Diver I and II.**

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

### Smoking Policy

No smoking in the workplace.

## APPENDIX D

### 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 safety 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 E

### 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 F

### 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	<b>Wastewater Pretreatment Program Manager</b>
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
	Plan Review Specialist III
Principal Plant Technician Supervisor	Plan Review Specialist IV
Senior Plant Technician Supervisor	An Employee in the Option Classification of Code Enforcement Coordinator
Plant Technician Supervisor	Principal Drafting Aide
	Senior Zoning Investigator
Power Plant Superintendent	Zoning Investigator I
Senior Power Plant Supervisor	Zoning Investigator II
Power Plant Supervisor	Agricultural Lease Manager
Plant Process Control Supervisor	Equipment Repair Supervisor
Instrumentation and Control Supervisor	Fleet Maintenance Supervisor
Electronics Technician Supervisor	Metal Fabrication Supervisor
	Document Examiner
Senior Plant Technician Supervisor (Senior Maintenance Coordinator)	Assistant Property Agent
Plant Process Control Supervisor (Plant Maintenance Coordinator)	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

IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding effective July 1, 2012 – June 30, 2013, to the appropriate bodies.

**Municipal Employees Association**

<u>(Signature on file, available upon request)</u> Ann Smith, Lead Negotiator	_____	_____
<u>(Signature on file, available upon request)</u> Michael Zucchet, General Manager	_____	_____
<u>(Signature on file, available upon request)</u> Nancy Roberts, Supervising Labor Relations Representative	_____	_____
<u>(Signature on file, available upon request)</u> Robert Cronk, President	_____	_____
<u>(Signature on file, available upon request)</u> Jan Lord, Second Vice-President	_____	_____
<u>(Signature on file, available upon request)</u> Candi Mitchell, Treasurer	_____	_____
<u>(Signature on file, available upon request)</u> Kyle Wiggins, Secretary	_____	_____
<u>(Signature on file, available upon request)</u> Leslie Simmons, Executive Committee	_____	_____
<u>(Signature on file, available upon request)</u> Greg Woods, Executive Committee	_____	_____
<u>(Signature on file, available upon request)</u> Jack Canning, Negotiating Team	_____	_____
<u>(Signature on file, available upon request)</u> Sam Cerrato, Negotiating Team	_____	_____
<u>(Signature on file, available upon request)</u> William Craig, Negotiating Team	_____	_____
<u>(Signature on file, available upon request)</u> Tina Davis, Negotiating Team	_____	_____
<u>(Signature on file, available upon request)</u> Lisa Goehring, Negotiating Team	_____	_____



*(Signature on file, available upon request)*  
\_\_\_\_\_  
David Lugo, Negotiating Team

\_\_\_\_\_  
Date

*(Signature on file, available upon request)*  
\_\_\_\_\_  
Steve Ramirez, Negotiating Team

\_\_\_\_\_  
Date

*(Signature on file, available upon request)*  
\_\_\_\_\_  
Janice Stevenson, Negotiating Team

\_\_\_\_\_  
Date

*(Signature on file, available upon request)*  
\_\_\_\_\_  
Jeff Wallace, Negotiating Team

\_\_\_\_\_  
Date

City of San Diego

*(Signature on file, available upon request)*

Scott Chadwick, Human Resources Director

\_\_\_\_\_ Date

*(Signature on file, available upon request)*

Tim Davis, Lead Negotiator

\_\_\_\_\_ Date

*(Signature on file, available upon request)*

John O'Neill, Labor Relations Officer

\_\_\_\_\_ Date

*(Signature on file, available upon request)*

Jennifer Carbuccia, Human Resources Deputy Director

\_\_\_\_\_ Date

*(Signature on file, available upon request)*

Greg Bych, Risk Management Director

\_\_\_\_\_ Date

*(Signature on file, available upon request)*

Valerie VanDeweghe, Risk Management Deputy Director

\_\_\_\_\_ Date

*(Signature on file, available upon request)*

Marcelle Rossman, Financial Operations Manager

\_\_\_\_\_ Date

For the City of San Diego, I HEREBY APPROVE the form and legality of the foregoing Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**TIMOTHY L. DAVIS:**

By: *(Signature on file, available upon request)*

\_\_\_\_\_  
**TIMOTHY L. DAVIS, ESQ., BURKE,  
WILLIAMS & SORENSEN, LLP**

**DATE**

**SIGNED** \_\_\_\_\_