

Memorandum of Understanding



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

By and Between:

The City of San Diego

and

**Local 127, American Federation of State, County
and Municipal Employees, AFL-CIO**

The City of
SAN DIEGO



MEMORANDUM OF UNDERSTANDING

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

BY AND BETWEEN

CITY OF SAN DIEGO

AND

LOCAL 127, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

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PREAMBLE

This Memorandum of Understanding (MOU) entered into on July 1, **2020** by and between the City of San Diego "City," and Local 127, American Federation of State, County, and Municipal Employees, AFL-CIO "Union," and has as its purpose the promotion of harmonious labor relations between the City and the Union.

ARTICLE 1: Parties to the Agreement

This MOU is entered into this 1st day of July 2020, by and between the City of San Diego "City" and Local 127, American Federation of State, County and Municipal Employees, AFL-CIO "Union" and has as its purpose the promotion of harmonious labor relations between the City and Union.

ARTICLE 2: Term of Agreement

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

ARTICLE 3: Recognition

A. Recognition

The City recognizes the Union as the exclusive representative of employees in the Maintenance, Labor, Skilled Trades and Equipment Operator Unit pursuant to the provisions of the Employer-Employee Relations Policy of the City, and applicable state law.

B. Coverage of Employees

This MOU applies to all classifications listed in Exhibit A, and to any new classifications added to Exhibit A during its term.

ARTICLE 4: Provisions of Law

- A. This MOU is subject to all current and future applicable federal, state and local laws and regulations. Provided, however, no local law which is enacted in contravention of the provisions of the Meyers-Milias-Brown Act (MMBA) shall affect the provisions of this MOU. Departments will not enact regulations which contravene the Articles 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 such applicable law or regulations, and the remainder of this MOU shall not be affected.

ARTICLE 5: Implementation

This MOU constitutes a mutual recommendation by the City and the Union, to be jointly submitted to the San Diego City Council (City Council) and/or the Civil Service Commission. It is agreed that this MOU shall be binding upon the parties upon:

- A. Ratification by the Union as soon as practicable, following completion of negotiations. The City shall permit employees a reasonable amount of paid time off in order to vote on

ratification of negotiations only during the scheduled work day. The Union shall notify Management of the result of the ratification process for the modification and extension of the MOU no later than thirty (30) calendar days after the conclusion of the meet and confer process.

- B. The City Council's and Civil Service Commission's formal approval by majority vote of the Articles of said MOU as appropriate. However, it is recognized that those articles requiring a change or alteration by the City Council or Civil Service Commission to ordinances, resolutions, rules, policies and procedures shall be given effect only upon completion of the required adoption procedure.

ARTICLE 6: Reasonable Notice

- A. A reasonable effort will be made to provide sixty (60), but not less than thirty (30) calendar days written notice to the Union of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by the Civil Service Commission or by appointing authorities and the Union shall be given the opportunity to meet with the appropriate body or person prior to adoption as required by law.
- B. Prior to implementation of any new programs, when it is practical and feasible, the City will give the Union sixty (60), but not less than thirty (30) working days advance notice in writing so that the parties may meet and consult or meet and confer as required by law with the Union on the impact of any such changes to programs on wages, hours, and other terms and conditions of employment.
- C. In cases of emergency pursuant to the San Diego City Charter (Charter), when the City determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the Union, the City Council or the board or commission of the City shall provide notice and opportunity to meet with the Union at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.

ARTICLE 7: Side Letters

- A. The current MOU will represent all agreements between the Union and the City including agreements in effect at the departmental level. **The City agrees to publish all side letters agreed to during the term of the MOU.**

<https://www.sandiego.gov/humanresources/laborrelations/agreements>
- B. Effective July 1, 2020, any additional agreements **must** be made in writing between the Union and the City, only with the approval of the Mayor or designee and the President or designee of the Union.

ARTICLE 8: Renegotiation

- A. **Unless otherwise agreed to by the Parties, the Union** will serve upon the City its written request to commence meeting and conferring in good faith, as well as its written non-economic proposals for successor MOU by November 5, 2020. The Union will submit its

economic proposals no later than December 3, 2020. Upon receipt of the written notice and proposals, meet and confer will begin no later than January 21, 2021.

- B. **Unless otherwise agreed to by the Parties**, the City agrees to notify the Union by November 30, 2020 of its non-economic proposals and will submit its economic proposals no later than January 18, 2021. If federal or state governments take action that has a direct effect upon the areas which fall within the scope of representation, the City may submit proposals concerning these areas at later dates. Any terms and conditions of this MOU, not subject to this reopener provision shall remain in force and effect. The impasse hearing will take place in advance of the first reading of the salary ordinance for Fiscal Year 2022.
- C. The City will request the City Council to schedule an impasse hearing if necessary after 5:00 p.m. on a regular work day in order to permit Union Bargaining Unit members the opportunity to attend and testify.
- D. Unless otherwise agreed to, the parties agree that final offers by both parties will be made no later than March 25, 2021. The Union agrees to provide the City a written statement of its positions regarding any issues should there be impasse.
- E. The City will issue an RFP to fully insure and administer the Long-Term Disability (LTD) Program by an outside vendor. The parties will meet and confer over any impacts as a result of the implementation a new LTD program.
- F. The parties acknowledge that four of the City's recognized employee organizations have filed a consolidated unfair labor practice charge with the California Public Employment Relations Board (PERB) related to Proposition B (PERB litigation). The parties acknowledge that the City and the four employee organizations involved in the PERB litigation have the right, under California Government Code section 3509.5 and other applicable law, to exhaust all appeals if aggrieved as a result of a final decision by PERB. This right includes filing a writ of extraordinary relief with the California Court of Appeal and taking any other action in any court of competent jurisdiction that is authorized by law. Nothing in this Memorandum of Understanding is intended to waive that right. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be unlawful or invalid, in whole or in part, the parties to this MOU agree to reopen negotiations, upon request by a party, on that provision or aspect of Proposition B declared to be unlawful or invalid. If, in the PERB litigation, a court of competent jurisdiction, following exhaustion of all appeals, issues a final order or decision declaring Proposition B to be lawfully adopted, the parties to this MOU agree to reopen negotiations, upon request by a party, on any provisions or aspects of Proposition B not yet implemented. The parties agree that, regardless of the outcome of the PERB litigation or exercise of this reopener, the provisions regarding limitations to base compensation and to other pensionable pay components set forth in Article 14 will remain in effect.

Subject to the requirements of section F, the City provides Interim Death and Disability benefits through the City's Long-Term Disability Plan for employees hired by the City on or after July 20, 2012 and who are not members of SDCERS.

<https://www.sandiego.gov/sites/default/files/ltd-article-vi.pdf>

- G. **Upon State notification of Pure Water certification requirements, the City will notify the Union of these certification requirements and will offer to bargain over the effect of these requirements on Pure Water employees and their current water and wastewater certifications. The parties likewise agree to meet and confer in good faith over the effects of the City's creation of Pure Water classifications during the term of this MOU, including bargaining over the wages for the classifications and other impacts on hours and working**

conditions resulting from the creation of the classifications and attendant job descriptions for the new classifications.

ARTICLE 9: Modification and Waiver

- A. Laws, regulations, or rules proposed during the life of this MOU shall be reviewed by the City and the Union to determine their effect on this MOU.
- B. It is agreed and understood that each party shall not be required to meet and confer with respect to any matter covered in this MOU, except as **specifically** noted in **this agreement**, or when ballot proposals are introduced or considered for introduction, which would have an effect on meet and confer matters, or unless required by a federal or state law which mandates action by the City affecting the provisions in this MOU.
- C. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained in this MOU 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.

ARTICLE 10: Preservation of Unit Work

A. Transfer of Bargaining Unit Work

Except as prohibited by Article 3, Recognition, the City's decision to transfer unit work for reasons other than labor costs to other employers, to other bargaining units or to other City employees is not subject to meet and confer. However, if the decision to transfer unit work is based on labor costs, then the City will provide the Union with notice and opportunity to meet and confer on both the decision to transfer Unit work and the impact of the transfer on mandatory subjects of bargaining. In either instance, prior to implementing the plan to transfer Bargaining Unit work, the City will provide the Union with notice and opportunity to negotiate the impact on mandatory subjects of bargaining.

B. Contracting Out Protocol and Charter Section 117(c) Alternative to Managed Competition Program

The City and the Union agree to the following process under San Diego Charter (Charter) section 117(c), to allow for the Union's input into the City's review of proposed contracts with any independent contractor to provide City services that classified Union-represented employees may also perform. This process is not intended to supersede the Managed Competition Guide, approved by the San Diego City Council, by Ordinance O-19995 (Oct. 12, 2010). The process set forth here is intended to be consistent with Charter section 117(c), and is not intended to broaden, enlarge, narrow, or limit the scope or effect of Charter section 117(c). This process is also intended to be consistent with and not intended to supersede or conflict with Charter section 94 relating to public works contracts, Charter section 28 relating to employment of experts and consultants, and all applicable San Diego Municipal Code provisions and other state and local provisions relating employment of independent contractors to provide services to the City.

The process set forth here is intended to be used to review proposed contracts for discrete functions, including contracts between the City and any contractor that are expiring or that the City wants or needs to amend. This process also applies if the City wants to enter into a

new contract for services that can be performed by Union-represented classified employees, such as landscaping, brush management, or other services, even though the services are not currently being performed by Union-represented classified employees nor have been performed by them in the past. Consistent with the City's Management Rights set forth in Article 11, which include the right to determine the methods, means and personnel by which government operations are to be conducted, it is within the City's discretion to determine whether services can be performed by Union-represented classified employees. But in making that determination, the City will use objective information, including the descriptions of job duties and qualifications set forth in the San Diego Civil Service Commission's class specifications, current budget allocations, staffing levels, and service priorities.

The following steps will be taken when the City and the Union utilize Article 10 of this MOU:

Step One: A City Department (1) identifies an expiring contract that needs to go through a new contracting process, (2) requests a new contract, which is defined as one that does not presently exist between the City and an independent contractor, or (3) requests an amendment to an existing contract.

Step Two: The City Department notifies the Human Resources Department via a "Request to Contract." Purchasing and Contracting staff provides cost information from the expiring or existing contract, if available. If the request is for a new contract, Purchasing and Contracting staff provides any available cost information that may legally be disclosed, such as information obtained through a Request for Qualifications. Financial Management provides a cost estimate if the work were to be done by City employees, who are either presently available or obtainable.

Step Three: The Human Resources Department reviews the Department request and makes a preliminary determination whether the proposed contract falls under Charter sections 117(c), 94 (public works contracts), 28 (employment of an expert or consultant), or is not work of classified, Union-represented employees.

Step Four: On a monthly basis, the Human Resources Department, working with the Purchasing and Contracting Department, will provide the Union with a list of all anticipated or requested contracts for discrete functions identified in Step One. The City will provide the Union pertinent information related to proposed contracts or proposed amendments to contracts known to the City and not confidential or privileged. Subject to any legal limitations on disclosure, this information will include the start date and expiration date of any proposed contract or amendment, if known; contract amount, if known; and the name of the City Department requesting the contract or amendment.

Step Five: For new contract requests as defined herein, the Mayor may determine to obtain the services through the classified work force, subject to fiscal, personnel, and other applicable considerations. In the alternative, the Mayor may proceed to a Request for Proposal or other method of contracting, including a Request for Bids or a Request for Qualifications. Prior to proceeding to a Request for Proposal, all proposed contracts under Charter section 117(c) will be discussed at a monthly meeting with the Union to allow the Union to present a case that the work should be performed by Union-represented classified employees. The City and the Union agree that there is no right to impasse as a result of these monthly meetings. Also, the Union does not waive its right to engage in meet and confer on any decision by the City that involves a transfer of bargaining unit work.

Step Six: Following completion of the Request for Proposal, if the Mayor determines to proceed with the contract, **the Mayor** shall seek an advisory opinion from the Managed Competition Independent Review Board.

Step Seven: The Human Resources Department provides notice to the Union if meet and confer is legally required. Upon completion of any legally required meet and confer, the proposed contract is submitted to the City Council for approval.

This process will continue for the duration of this MOU, beginning July 1, 2016, and ending June 30, 2020. At the end of this term, the City and the Union will meet to evaluate the process. By mutual agreement of the City and the Union, the process may continue either as initially implemented or with mutually accepted modifications. If the City and the Union do not agree to continue the program, it will end, without any right to collective bargaining or impasse procedures by either the City or the Union.

ARTICLE 11: 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 lawful reasons;
 6. Maintain the efficiency of governmental operations;
 7. Determine the methods, means and personnel by which government operations are to be conducted;
 8. Take all necessary actions to carry out its mission in emergencies; and
 9. Exercise complete control and discretion over its organization and the technology of performing its work.
- B. The exercise of these rights does not preclude the Union 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 12: Copies of the Agreement

The City shall provide the Union with an electronic copy of this MOU no later than the effective date of this MOU. **This Memorandum will be posted on City's website in a location easily accessible to all Local 127 members: <https://www.sandiego.gov/humanresources/laborrelations/agreements>.** The City agrees to provide **two hundred (200) free copies, with an additional one hundred (100) free copies upon request**, of the MOU to the Union no later than ninety (90) calendar days after the MOU's effective date. The Union may obtain hard copies from the City by reimbursing the City for their cost.

ARTICLE 13: Appendices

The Union may append any Civil Service Commission Rules or Personnel Manual sections it wishes to this MOU that it may distribute to its members.

ARTICLE 14: Wages

A. General Salary Adjustments Increase

1. Effective July 1, 2020 or the first full pay period following City Council approval of this MOU, whichever date is later, there will be a general **wage** increase of 0% for all employees covered by this MOU. The Fiscal Year 2021 **wage** tables for the classifications covered by this MOU will be modified to reflect this.
2. Special Wage Adjustments
 - a. The Union and the City acknowledge that City Charter section 130 requires the Civil Service Commission to prepare and furnish to the City Council, prior to the adoption of its annual Salary Ordinance, a report identifying classifications of employees in the Classified Service which merit special **wage** consideration because of recruitment or retention problems, changes in duties or responsibilities, or other special factors the Commission deems appropriate. The Union and the City further agree that adoption of the Civil Service Commission's recommended special **wage** adjustments will only be implemented based upon mutual agreement of the Union and the Mayor and subject to Council approval at a public meeting docketed to enact the annual Salary Ordinance.
 - b. **Implementation of Special Wage Adjustments for Fiscal Years 2019 and 2020**

In accordance with subsection a of this section, the City and Local 127 agree as follows:

 - i. To implement the following special salary adjustments effective for the first full pay period following January 1, 2019, and January 1, 2020:

Job Classification	Effective First Full Pay Period Following January 1, 2019	Effective First Full Pay Period Following January 1, 2020
Airport Operations Assistant	10%	10%
Cement Finisher	7.50%	7.50%
HVACR Technician	5%	5%
Senior Airport Operations Assistant	10%	10%
Senior HVACR Technician	5%	5%

- c. In accordance with subsection a of this section, the City and Local 127 agree as follows:
- i. To implement the following special wage adjustments effective for the first full pay period following July 1, 2019:

Job Classification	Effective July 2019
Plant Process Control Electrician	20%
Senior Wastewater Plant Operator	10%

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

- i. Power Plant Operator
- ii. Instrumentation and Control Technician

B. Special Assignment Pay

- Special Assignment Pay shall only accrue while the employee is actually performing this special duty, and not while on light duty or on any other assignment.
- Sanitation Truck Drivers, who are working alone without a partner and assigned to a one-person (1) route, shall receive, in addition to regular wage, an additional \$2.00 per hour for such assignment. Sanitation Driver I, II, and III's in paid OCA status as a Sanitation Driver II or above shall not be eligible for Special Assignment Pay. Special Assignment Pay shall only accrue while the employee is actually performing this special duty, and not while on light duty or any other assignment.
- A \$1.25 per hour Special Assignment Pay shall be paid to Painters I during any pay period in which Management assigns lead paint abatement work to be performed.
- A \$1.25 per hour Special Assignment Pay shall be paid to employees assigned to perform confined space entries. Such Special Assignment Pay shall be for each pay period in which the employee was required to perform one or more confined space entries.
- A \$1.25 per hour Special Assignment Pay shall be paid to employees, except Pesticide Applicators I, who are assigned to perform duties requiring a Pesticide Applicator's license. Special Assignment Pay shall be for each pay period in which the employee was required to apply pesticides.
- Employees of the Mount Hope Cemetery who are directed to perform disinterments shall receive \$125.00 Special Assignment Pay for each occurrence.
- Equipment Operator I's in Public Utilities Department, **Wastewater Collections Division**, Sewer Maintenance Section who are directed to perform sewer main cleaning shall receive five percent (5%) Special Assignment Pay when actually performing sewer main cleaning.
- Boat Operator/Senior Boat Operator shall receive seven and one half percent (7.5%)

Special Assignment Pay full-time for U.S. Coast Guard License – Coastal Waters only.

9. Electrician and Plant Process Control Electricians **shall receive** five percent (5%) Special Assignment Pay full-time for all persons that hold state certification. Employee is required to obtain license and may use tuition reimbursement as appropriate.
10. **For Fleet Employees with Class A or B License**, Special Assignment Pay shall apply on a **full-time** basis for all other Union employees in the Fleet **Operations Department** who have obtained a Class **A or B** license, are medically certified and are in the Department of Transportation (DOT) Program.
11. Mobile Crane Operator **shall receive** five percent (5%) Special Assignment Pay per pay period for licensed persons when directed to perform function by authorized supervisor. Employee is required to obtain and maintain license and may use tuition reimbursement as appropriate.
12. Greens Keeper **shall receive** nine percent (9%) Special Assignment Pay full-time to avoid attrition and movement to Grounds Maintenance Worker classifications.
13. Nursery Gardener **shall receive** five percent 5% Special Assignment Pay full-time.
14. Communications **shall receive** Tower Climbing assignments will receive five percent (5%) Special Assignment Pay when performing tower climbing duties per pay period when directed to perform function by authorized supervisor.

C. New Employee Wage Schedule

Employees hired on or after July 1, 1994, will move from “A” step to “C” step after one (1) year at which time an approximate ten percent (10%) increase will be granted. This **wage** schedule will remain in place for the duration of the employee’s tenure with the City. Current employees will continue with the present five (5) step **wage** schedule.

D. Voluntary Certification Pay

1. Employees in classifications which require a Certified Distribution Operator certification from the **State Water Resources Control Board or successor agency** will not be eligible for certification pay for Certified Distribution Operator certification at the level required for their position/classification.
2. Certified Distribution Operator Certification Pay
 - a. Employees in the Public Utilities Department, **Water System Operations Division and Water Construction and Maintenance Division** in the classifications listed below under “Eligible Classifications” at the end of this Section (a) who obtain and maintain a Certified Distribution Operator certification, from the **State Water Resources Control Board or successor agency** will be compensated at the following rates:

D3: \$.30/hour
D4: \$.55/hour
D5: \$.80/hour

Eligible Classifications:

- Assistant Reservoir Keeper

- Equipment Technician I, II, III
 - Laborer
 - Plant Technician I, II, III
 - Reservoir Keeper
 - Tank Service Technician I, II
 - Utility Worker I
 - Water Utility Worker
- b. Employees in the Public Utilities Department, **Water System Operations Division and Water Construction and Maintenance Division** in the classifications listed below under “Eligible Classifications” at the end of this Section (c) whose positions require a Certified Distribution Operator (CDO) Grade D2 certification from the **State Water Resources Control Board or successor agency**, and obtain a CDO certification higher than that required for their position, will be compensated at the following rates:
- D3: \$.30/hour
D4: \$.55/hour
D5: \$.80/hour
- Eligible Classifications:
- Water Systems Technician I
 - Water Systems Technician II
 - Water Systems Technician III
- c. Employees in the Public Utilities Department, **Water System Operations Division and Water Construction and Maintenance Division** in the classifications listed below under “Eligible Classifications” at the end of this Section (d) whose positions require a CDO certification, Grade D3, from the **State Water Resources Control Board or successor agency**, and 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:
- Assistant Water Distribution Operator
 - Water Distribution Operator
 - Water Distribution Operator Trainee
- d. To receive CDO certification compensation, employees must hold permanent, full time status and meet employee performance standards at the time the certification pay is awarded.
- e. Employees who hold either Temporary or Interim Distribution Operator certification from the **State Water Resources Control Board or successor agency** will not be eligible for **certification pay**.
- f. Employees in the Public Utilities Department, **Water System Operations Division and Water Construction and Maintenance Division** must maintain a CDO, Temporary or Interim certification from the **State Water Resources Control Board or successor agency** as required for their positions or classifications.

For employees who attempted and were unsuccessful in passing the D2 DO certification exam by December 31, 2006, the terms of the side letter agreement on Water Systems Technicians II without Water Distribution Operator Certification under Article 68, Other Provisions apply.

- g. Employees who are under filling a position will not be eligible for compensation for obtaining the CDO certification required for the journey (top) level of their classification series.
 - h. Employees in the Public Utilities Department, **Water System Operations Division and Water Construction and Maintenance Divisions** are required to provide a copy of their CDO certification from the **State Water Resources Control Board or successor agency**, to the appropriate staff as defined in Public Utilities Department policies to be eligible for and receive voluntary certification pay. Employees whose certifications expire will not be paid certification pay until a copy of the renewed CDO certification is presented to the appropriate staff.
3. The City agrees to implement Voluntary Certification Pay (VCP) for employees in the Plant Technician series. Employees in the Plant Technician series who successfully complete Mechanical Technology Certification from the California Water Environment Association (CWEA), shall receive the following certification pay:
- | | | |
|-------------------------|---|-------------|
| Grade II Certification | = | \$.55/hour |
| Grade III Certification | = | \$.80/hour |
| Grade IV Certification | = | \$1.05/hour |
4. Employees in the classifications listed in Exhibit B (excluding those in Sections four (4) and five (5) below) who obtain and maintain a Grade II certification in a job-related specialty from the CWEA will be eligible for an additional compensation of \$.55 per hour. Employees who obtain and maintain a Grade III certification will be eligible for \$.80 per hour maximum compensation. Employees who obtain and maintain a Grade IV certification will be eligible for \$1.05 per hour maximum compensation.
5. Employees in the classification of Instrumentation and Control Technician in the Public Utilities Department, **Water System-Operations Division and Water Construction and Maintenance Division** or any other division within the Public Works Business Center in which the certificate is deemed job-related by Management, who obtain and maintain a Level I certification from the International Society of Measurement and Control will be eligible for \$.55 per hour additional compensation. Employees who obtain and maintain a Level II or Level III certification will be eligible for additional compensation of \$.80 per hour and \$1.05 maximum compensation respectively.
6. Employees in the Power Plant Operator series will be eligible for \$.55 per hour compensation for the possession of the Class II Stationary Engineer Certification issued by the National Institute for Uniform Licensing of Power Engineers. \$.80 an hour maximum compensation will be paid to employees who obtain and maintain the Class I certification. Employees who obtain and maintain the Chief Stationary Engineer Certification will be eligible for additional compensation of \$1.05 per hour.
7. In order to be eligible for the additional compensation listed in one (1) through five (5) above, employees must hold permanent status (have passed initial City-wide

probation), and meet employee performance standards at the time the differential is awarded.

8. Possession of the Level II certification from the International Society of Measurement and Control may be required for classes listed in Section four (4) above, three (3) years from the date of implementation, prospectively from that date for new employees.
9. Possession of the Class I Stationary Engineer certification for classes listed in Section five (5) above, may be required within three (3) years from the date of implementation, prospectively from that date for new employees.
10. The City agrees to make available to employees study materials and provide reasonable assistance necessary for the successful acquisition and maintenance of certifications.
11. During the term of this MOU the City and the Union will jointly study health and safety issues related to employees who are required to enter confined spaces. The study will include consideration of "confined spaces entry" certification for future inclusion into this program, as well as recognition of these duties through existing City recognition and awards programs.
12. Compensation may be provided for multiple certifications subject to the following:
 - a. The employee must request approval for multiple certification in writing to the Human Resources Director, via **their** Deputy Director;
 - b. The request must describe the responsibilities and duties of **their** position that would be directly and significantly enhanced by multiple certification;
 - c. The Human Resources Director will respond with an approval or denial. The decision of the Human Resources Director will be final.
13. Employees in the Fleet Team Leader, Master Fleet Technician, Fleet Technician, **Motive** Service Technician and Assistant Fleet Technician classifications shall be compensated incrementally for obtaining and maintaining their ASE certifications. The employee shall receive a total of \$.55 per hour upon obtaining the first two certifications toward the completion of the master level; a total of \$.85 per hour upon completing the next two, and a total of \$1.15 per hour after completing the next two. Upon obtaining the master level ASE certification for auto/light trucks or medium/heavy trucks, the additional pay shall be a total of \$1.75 per hour.
14. Employees in the Public Utilities Department, who obtain and maintain the Backflow or Cross Connection certification shall be eligible to receive the additional compensation of \$.50 per hour. Employees must use the certification as part of their employment as determined by the department to be eligible for the additional compensation.
15. Painters in the Public Utilities Department and in the Public Works Department who perform corrosion control painting and who obtain and maintain the Corrosion Control Painter certification shall receive additional compensation of \$.75 per hour.
16. Wastewater Plant Operators in the Public Utilities Department, who obtain and maintain the **State Water Resources Control Board or successor agency** Grade III, IV or V certification shall be eligible to receive additional compensation of \$.50, \$.75 and

\$1.00 per hour respectively. Employees receiving this certification pay must agree to accept mandatory out of class assignments.

17. Water Plant Operators in the Public Utilities Department, who voluntarily obtain and maintain a Certified Treatment Operator T-4 or T-5 certification from the **State Water Resources Control Board or successor agency**, shall be eligible to receive additional compensation of \$.75 and \$1.00 per hour respectively. Employees receiving this certification pay must agree to accept mandatory out of class assignments.
18. Welders who obtain and maintain certification from the American Welding Society, or any other nationally recognized certification agency, shall be eligible to receive additional compensation of \$.55 per hour for each "process." Upon completion of all three "processes" the additional compensation shall be a total of \$1.75 per hour.
19. Body and Fender Mechanics and Equipment Painters who obtain and maintain the ASE certification for Collision Repair/Refinishing shall be eligible to receive additional compensation of \$.40 per hour for each of the four (4) certifications/tests. Upon obtaining all four (4) certifications, which is the Master's level, the compensation shall be a total of \$1.75 per hour. Body and Fender Mechanics and Equipment Painters who obtain and maintain the ASE certification for Damage Analysis and Estimating shall be eligible to receive additional compensation of \$.45 per hour.
20. Fleet Technicians in the Public Works Department who obtain and maintain the California Fire Mechanic Academy Master's certification Level III, shall be eligible to receive additional compensation of \$.50 per hour.
21. Employees must use the certifications or be in a position where it may be utilized in the performance of their duties as determined by the department to be eligible for the additional compensation.
22. The parties agree to re-open this MOU for the sole purpose of considering a future Union proposal on certification pay for the classification of Electrician, with the understanding that any agreement between the parties would require authority from the Mayor and/or City Council.

- E. Bilingual Pay - \$.70 per hour in addition to regular salary; refer to the Annual **Wage Ordinance** and [Personnel Manual](#) Index Code H-1.
- F. Shift Differential - five percent (5%) (general) and ten percent (10%) (special); refer to [Personnel Manual](#) Index Code H-6.
- G. Stand-By Pay - five percent (5%); refer to [Personnel Manual](#) Index Code H-7.
- H. A \$.50 per hour special assignment pay shall be paid to any employee who is directed to obtain a Class B license or who possesses a Class B license and is directed to drive a commercial vehicle requiring the Class B license when the possession of a Class B license is not a minimum requirement for the employee's classification. Employees in the Public Utilities Department Water Systems Technician series will not be eligible for the Special Assignment Pay as the Class B License is a requirement of the classifications and compensation for the license is included on the base **wage**. The special assignment pay shall be paid for each day the employee was directed to and did drive a commercial vehicle. The City agrees to pay for the medical and licensing fees required to obtain the Class B license. This section shall also apply to the class A license. Motor Sweeper Operators are eligible to receive this pay. Fleet Technicians, Motive Service Technicians, Assistant Fleet Technicians,

and all Local 127 employees in the Fleet Operations Department who have obtained a Class A or B license, are medically certified, and are in the Department of Transportation (DOT) Program will receive Class B license pay on a full-time basis.

ARTICLE 15: Out-of-Class Assignments

- A. Employees represented by the Union shall be compensated for out-of-class assignments (OCA) on the thirty-first (31st) continuous day of assignment or on the thirty-first (31st) day of cumulative OCA in the same classification. Out-of-class assignments shall accrue on a fiscal year basis only. Accumulated days will not be carried into the next fiscal year.
- B. Appointing Authorities should take into consideration all OCA time worked in a class when considering at what step to place an employee who is permanently promoted to a higher classification.
- C. The City agrees that all OCA, regardless of the number of hours worked in a pay period, will be recorded in the employee's personnel file.
- D. Appointing Authorities will give first consideration for appointment to an OCA to employees on the eligible list for the class in which a vacancy occurs, except in those cases in which the specialized needs of the assignment or a requirement for an employee with specialized skills necessitates appointment of an employee not on the eligible list.
- E. The City has discretion to determine when OCA will be made. The City agrees to provide equal opportunity on a rotational basis for OCA to persons on the eligible list and will consider the seniority, availability, training and job performance of employees when making such 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, **license requirements**, and job performance in making OCA. If the OCA lasts over five (5) days, an employee's current shift or station assignment shall not preclude their eligibility for OCA.
- F. OCA may not exceed thirty (30) consecutive calendar days nor shall a series of OCA to any one vacant position exceed thirty (30) calendar days without approval by the Personnel Director. The Personnel Department (Personnel) shall provide notice to the Union of assignments that are expected to last longer than thirty (30) days when OCA impact Union represented employees. OCA shall not be made to avoid filling a position with a limited or permanent appointment.
- G. Eligible City employees who are performing and compensated for OCA both the last scheduled workday before and the first scheduled workday after a fixed holiday shall be compensated for the holiday at the appropriate OCA rate of pay.

ARTICLE 16: Asbestos Containment Team

- A. Employees assigned to the Asbestos Containment Team (Team) shall receive additional compensation of \$1.25 per hour while performing asbestos containment work. Time spent in training and team meetings is considered asbestos containment work. Assignments to the Team will be made on a voluntary basis. Members of the Team will receive the above premium pay for the entire pay period when assigned to asbestos containment work. An officer of the Union Executive Board will be provided with input in the development of an

Asbestos Containment Program and an opportunity to monitor the work of the Team on an occasional basis.

- B. Employees performing technical work only in an established containment area shall wear respiratory protection and any other **Personal Protective Equipment** required by the Asbestos Containment Program staff. In addition, assignments made under these conditions shall be mandatory and said employees shall be eligible for the additional pay for time worked in containment areas. Prior to wearing a respirator, all employees shall receive respirator training and a medical clearance.
- C. In addition, employees performing technical work only in non-containment areas where asbestos is present shall wear respiratory protection and any other **Personal Protective Equipment** required by the Asbestos Containment Program staff. These employees will be compensated the additional pay, and assignments will be mandatory.

ARTICLE 17: Safety and Hazardous Duty

- A. The City shall abide by all OSHA, CAL-OSHA and all other applicable federal and state codes relating to employee safety while on the job.
- B. No employee will be disciplined for reasonably refusing to perform an unsafe act or job.
- C. Upon the request of the Union, the City's Safety Officer shall make a copy of all applicable safety rules and regulations available to the Union.
- D. The City agrees to provide to the Union copies of any changes in written policies related to employee safety within ten (10) working days of the effective date of the change. Copies may be provided sixty (60) days prior to the effective date of the changes when it is practical and feasible to do so.
- E. Within the guidelines of federal, state and City safety regulations and operational requirements, the City agrees to make reasonable accommodations for currently bearded employees in assignments designated as "respirator needed."

ARTICLE 18: Stadium Stand Moves

- A. Available positions on the stadium stand moves will be made on the following basis: full-time status will have priority over hourly; past experience on stand moves; attendance and job performance; and seniority at the Stadium.
- B. All full-time employees who work a full stand move (one-way move of the stands) shall receive fifteen (15) hours of regular time plus seven and one half (7.5) hours of premium time for a total of twenty-two and one-half (22.5) hours. Employees who do not work a complete stand move shall be paid for the actual hours worked plus the appropriate premium overtime, except employees who are late.
- C. Hourly employees will receive fifteen (15) hours of straight pay and the standard procedure for calculating premium overtime shall be used, i.e. if an employee works more than forty (40) hours in the work week then **the employee** will receive premium time.

- D. Employees shall be provided a meal and a one (1) hour meal break. Employees are not permitted to leave the Stadium premises during this meal break or at any other times while they are working on a stand move.
- E. Employees shall be provided with safety shoes, hard hat, and gloves and are required to wear them at all stand moves. Employees must also wear long pants. Failure to be properly dressed or follow proper safety procedures will result in appropriate disciplinary action being taken. Employees shall immediately report any unsafe conditions to the Stand Move Manager(s).
- F. Wherever possible, employees scheduled to work a stand move may have their regular work schedule adjusted so that they do not work at least eight (8) hours prior to or eight (8) hours after a stand move. This may result in an employee being scheduled to work four/ten (4/10) hour days.
- G. All employees who are on the stand move crew shall be required to work all of the stand moves, except in the case of illness which is covered in section J. Employees who fail to report for a stand move shall be given appropriate disciplinary action which may include removal from all future stand moves. Employees may request to be excused from a stand move provided that five (5) days notice is given, however the final determination shall be at the sole discretion of the Stand Move Manager(s).
- H. The work performance of an employee during a stand move shall be reflected on an employee's regular performance evaluation. Employees shall follow and take direction from the Stand Move Manager(s) and the appointed crew leader. Any employee who displays behavior that is disruptive to the stand move shall be appropriately disciplined.
- I. Stand move employees shall report to work at the East Tunnel field floor entrance at the assigned time and shall sign in with the Stand Move Manager(s). Employees who are late more than one (1) hour and eventually report to work may be sent home without pay, or may be given a written reprimand that shall be placed in their personnel file, or may have the number of hours paid for the stand move reduced. The number of hours to be reduced shall be a ratio of the time late to the actual hours worked on the stand move multiplied by the standard fifteen (15) hours pay.
- J. Employees who are ill and cannot report to work must contact the Stadium Security Office at (619) 525-8267 and speak with either the Stand Move Manager(s) or the Stadium General Manager as soon as possible. Employees who are ill, and do not give at least eight hours' notice prior to the start of the stand move, and for whom this is the second absence due to illness, must **substantiate their absence** to the Stand Move Manager(s) when they return to work which indicates that they were unable to work on that day. Failure to **substantiate their absence** will result in an employee being given appropriate disciplinary action which may include removal from all future stand moves.
- K. Employees shall not leave the field area until the Stand Move Manager(s) have determined that all work has been completed. Employees will be required to sign out.

ARTICLE 19: Employee Incentives

A. Exceptional Merit Cash Payment

- 1. The City may grant an Exceptional Merit Cash Payment to any employee at "E" step that meets standards on **their** most recent Performance Evaluation. 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 beyond that employee's base **wage**.

2. The Union may discuss problems in the Exceptional Merit Cash Payment Program with the Human Resources Department.

B. Exceptional Merit Increase

Employees with a meets standards performance report may be granted an Exceptional Merit Increase to any step within the **wage** range.

C. Discretionary Leave

The Appointing Authority may grant an employee with a meets standards Performance Evaluation on **their** most recent performance report up to **24 hours of** Discretionary Leave in recognition of exceptional performance.

ARTICLE 20: Call Back Pay

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 the employee to travel from and to **their** residence, **or current location**, and the work area and for the time the employee actually works. The total time of call back pay, including travel time, shall not be less than four (4) hours, and shall be computed at the employee's premium overtime rate. This section does not allow for the stacking of pay for multiple calls back to duty within a single four hour period.

ARTICLE 21: Payroll Deductions

- A. The City agrees to deduct and transmit to the Union all membership dues and insurance premiums (for plans sponsored by the Union) certified by the Union to the extent permitted by law. The City will remit the aggregate amount of all Union dues deductions on a biweekly basis after completing the payroll process for each pay period in which the Union dues deductions were made. The City and Union agree that the system of authorized dues deductions will be operated in accordance with the Government Code, or other controlling federal and state law. In the event there is a change to controlling law or regulations, the City and the Union agree to meet and confer over any impacts subject to bargaining in accordance with the Meyers-Milias Brown Act.
- B. The Union will set the amount of membership dues and other lawful deductions and notify the City of these amounts in writing. The City will deduct Union dues in a specified amount based on the information provided by the Union. The Union must provide information on dues deduction authorizations and cancellations on a timely basis, in accordance with state law. If an employee submits a payroll deduction authorization change to the City which has not been processed by the Union, the City will direct the employee to the Union promptly. The City will continue to deduct dues in reliance on the information provided by the Union, until the Union notifies the City of a deduction change authorization.
- C. The Union will maintain records of employee authorizations for dues deductions. The Union will also provide the city with the list of Union employees who have affirmatively consented to or authorized dues deductions. The City will not request the Union to provide a

copy of any member's authorization unless a dispute arises about the existence or terms of the authorization. To the extent required by the Government Code, or otherwise required by law, the City will rely on the information provided by the Union in processing dues deductions for Union members. The Union is responsible for providing the City with timely information regarding changes to member employees' dues deductions.

- D. Payroll authorization may, at the election of the Union, be for a specific term. The responsibility to enforce this provision lies solely with the Union.
- E. When a member is in a non-pay status for an entire pay period, the City will not deduct any dues to cover that pay period from any future earnings nor will the member deposit with the City the amount that would have been withheld if the member had been in a pay status during that period. When an employee is in a non-pay status during only a part of the pay period and the employee's wages are not sufficient to cover the full dues amount, the City will not deduct any dues to cover that pay period.
- F. The Union agrees to indemnify, defend, and hold harmless the City, including its officers, representatives, and agents, against all liability arising from any claims, demands, or other action relating to the City's compliance with this Article. This agreement to defend and indemnify includes liability arising from or related to the active or passive negligent acts or omissions of the City, its officers, representatives, and agents, which may be in combination with the active or passive negligent acts or omissions of the Union, its employees, agents, or officers, or any third party. In addition, the Union will refund to the City any amounts paid to it in error after the City provides the Union with supporting evidence of the error.
- G. The City shall instruct its departments to issue payroll checks and statements in a confidential manner.

ARTICLE 22: Annual Leave

- A. Both parties agree to the current regulations provided in Personnel Manual Index Codes I-2 and I-3.
- B. Employees on authorized leave shall have the option of using accumulated compensatory time prior to charging any time off with pay to any other account.
- C. Management approval of leave requests shall be reasonable in order to allow employees to utilize accrued leave as time off from work.
- D. Once a vacation has been requested and approved it shall not be changed except by mutual agreement or in case of emergency. In the case of rescheduling due to an emergency, the vacation will be rescheduled immediately.
- E. In the event the employee terminates for any reason, the employee shall be paid in full for all unused annual leave credits. Unused accrued leave shall be paid to employees on the next scheduled pay day following employment separation.
- F. Employees on approved annual leave, compensatory time off, or industrial leave, shall have leave time counted as time worked for purposes of benefit computations.
- G. If a department approves a scheduled leave request and subsequently rescinds the approval, resulting in an employee losing leave credits because of going beyond the accrual limit,

credits lost would be reinstated for a period of three months during which time the department would mandate a leave for the employee.

- H. As far as practicable, employees should be permitted to schedule annual leave at times most acceptable to the employee. In larger departments or divisions, the choice of vacation times should be scheduled according to seniority.
- I. Should the City for good and sufficient reason, judge that an employee is abusing the sick leave or family leave provision, the City **may request the employee to substantiate their leave**. The parties agree that the City will apply this sick leave policy in a fair and equitable manner citywide.
- J. The maximum accumulation of annual leave for employees with fifteen (15) or more years of service is seven hundred (700) hours. The maximum accumulation of annual leave for employees with less than fifteen (15) years of service, whose hire date is prior to July 1, 1993, is six hundred (600) hours. For employees hired on or after July 1, 1993, the maximum accumulation of annual leave is three hundred and fifty (350) hours.
- K. Employees who reach their maximum permitted accumulation of annual leave on their anniversary date shall cease to accrue additional annual leave. If the Appointing Authority denies the specific time off requested and provides no alternative time off which is acceptable to the employee, this cease to accrue provision shall not apply until such time as the employee is granted and takes the time off. It is the City's intent to accommodate employees' requests to use annual leave and avoid any loss of this benefit. Once an employee reduces **their** annual leave to a level below the maximum permitted on **their** anniversary date, **they** shall immediately begin to accrue additional leave.
- L. Pre-approved annual, sick, or compensatory leave properly used for personal, family or dependent illnesses should not be subject to disciplinary action.
- M. 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/or absenteeism issues. Should the City, for good and sufficient reason, determine that an employee is abusing this leave provision, the City **may require** the employee to substantiate illness.
- N. Employees are covered under the Family **and** Medical Leave Act (FMLA) effective February 5, 1994. Eligible employees are entitled to take up to twelve (12) weeks of leave each year for medically related reasons such as the birth or adoption of a child, to care for an immediate family member with a serious illness, or for the employee's own serious illness. Eligible employees are those with twelve (12) months of cumulative service with the City who have worked at least half time for the past year. All FMLA eligible absences from work will count against the twelve (12) week period. The City will be required to provide group health coverage to the employee at the same level and conditions as for similarly situated active employees. Hourly employees do not receive paid health benefits.
- O. The City agrees to conduct a comprehensive review of the current sick leave use policies in consultation with the Labor Management Committee, with a goal of improving consistency and equity.

ARTICLE 23: Vacation Schedule

- A. Appointing Authorities are responsible for arranging vacations so that adequate personnel are available to carry on necessary City work.
- B. Insofar as is practicable, employees should be permitted to schedule vacations at times most acceptable to the employee. 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 vacations.
- C. Employees should be encouraged to take regular annual vacations but they shall not be required to take vacations against their will. Employees may accumulate vacation time in accordance with this MOU.
- D. Any existing vacation scheduling method that is satisfactory with the employees shall remain in effect for the duration of the contract. This is in lieu of the abovementioned scheduling method.
- E. All departments shall post a current on-going vacation schedule, including any changes to the schedule.

ARTICLE 24: Holidays

A. General

- 1. Pursuant to San Diego Municipal Code (SDMC) section 21.0104, except where otherwise specifically defined and provided in this MOU, the holidays in the City are:

- a. Fixed Holidays

- i. January 1
- ii. Third Monday in January known as "Dr. Martin Luther King, Jr.'s Birthday"
- iii. Third Monday in February, known as "Washington's Day"
- iv. March 31, known as "Cesar Chavez Day"
- v. Last Monday in May, known as "Memorial Day"
- vi. July 4th
- vii. First Monday in September, known as "Labor Day"
- viii. November 11, known as "Veterans' Day"
- ix. Fourth Thursday in November, known as "Thanksgiving Day"
- x. December 25
- xi. Every day appointed by the City Council for a public fast, thanksgiving, or holiday.

If January 1, March 31, July 4, November 11, or December 25 falls upon 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.

- b. Floating Holiday

Each eligible employee available for a duty assignment on the first day of the fiscal year (as defined in Personnel Manual Index Code H-2) shall accrue credit to equal the hours worked in the employee's shift up to ten (10) hours. Each employee accruing such time must schedule **their** floating holiday to comply with the following conditions:

- i. Take off in a one (1) time absence **before June 30 of the fiscal year it was earned.**
- ii. Take at a time convenient to the employee's Appointing Authority.

A. Work on Fixed Holidays

In the departments required to maintain minimum staffing on a Fixed Holiday, the City will attempt to fill necessary staffing needs by seniority on a voluntary basis. Where there are insufficient volunteers, the City will use inverse seniority in making mandatory assignments. Employees who are scheduled to work a shift of nine (9) or more hours on a fixed City holiday, shall be credited with one (1) or more additional hours of Floating Holiday time respectively, for use on that holiday.

B. Work on Fixed Holidays at City Landfills

1. The parties recognize the City's right to operate the landfill on the following fixed holidays:
 - a. Dr. Martin Luther King, Jr.'s Birthday
 - b. Washington's Day
 - c. Memorial Day
 - d. July 4th
 - e. Labor Day
 - f. Veterans Day
 - g. Cesar Chavez Day
2. All employees who work on the referenced holidays will be guaranteed their regular work shift at premium overtime rates so that they will receive holiday pay plus premium overtime pay for hours worked.
3. Work on holidays is voluntary except where the number of volunteers is insufficient to meet the needs of the City. No employee shall be threatened, coerced or otherwise compelled to work on a holiday except as specified below. An employee who volunteers to work on a holiday may not change this schedule within ten (10) working days of the holiday unless the employee finds a replacement.
4. Where the number of volunteers to work on a holiday is insufficient to meet the needs of the City, the City can compel employees in the landfill to work on said holidays on the basis of inverse seniority.
 - a. The City shall maintain and have readily available to the Union and its members a seniority list of employees in the landfill. The seniority list shall list employees in the landfill in order of overall City seniority.
 - b. After the supply of volunteers to work on a holiday is exhausted, the City may require the least senior available employee(s) in the landfill (on the basis of overall City seniority) to work that holiday in order to fill its needs.

- c. With each succeeding holiday, those employees who have been required to work a holiday within the term of this MOU, shall not be required to work an additional holiday, unless and until all employees in the landfill have been required to work a holiday.
 - 5. If the City determines that the landfill must be open on additional holidays, it will meet and consult or meet and confer as required by law. The City also has a right to determine the appropriate staffing levels at the landfill.
 - 6. At City landfills, when a worksite is closed for a holiday not formally recognized by the City (e.g. Easter) which falls on an employee's regularly scheduled work day, the City may either provide work on that day, or make alternative hours available within that work week.
- C. The drivers in the Environmental Services Division, on a 4/10 schedule, are eligible for ten (10) hours of holiday pay when the holiday falls on their Regular Day Off (RDO). This is being done to ensure that a driver receives forty (40) hours of compensated pay when a holiday falls on a regularly scheduled day off due to the work schedule employed in the Collection Services Division. After a holiday, the collection schedule is shifted one day out, and drivers and supervisors are required to work Saturday. As an example, if a holiday falls on a Monday and that is the regularly scheduled day off for a driver, the employee would be eligible for ten (10) hours of holiday pay for Monday, be off work on Tuesday as their RDO, because the collection schedule has shifted out by a day and Monday's trash is being collected on Tuesday. Because the driver in this example does not have a Monday route schedule, he/she is off on Tuesday and will then work Wednesday, Thursday, Friday, and Saturday. The standard pay week goes from Saturday through Friday. If the driver is not compensated for ten (10) hours of pay for the holiday, **their** pay check would be two (2) hours short of a forty (40) hour week.

ARTICLE 25: Bereavement Leave

Paid Bereavement Leave **totaling 40 hours (regardless of the number of eligible deaths)** is available to **each** full-time employee for use during each fiscal year of this MOU upon the death of **the** employee's spouse **or state-registered domestic partner**, father, mother, (father and mother to include step- father and step-mother), **father-in-law, mother-in-law**, brother, sister (brother and sister to include step, foster, or adopted), son, daughter (son and daughter to include step-, foster, or adopted), grandfather, grandmother, granddaughter, and grandson. **Bereavement Leave is not authorized for a death that occurred before the employee's hire date with the City of San Diego. Bereavement Leave must be taken within 12 months of the eligible death, not to exceed 40 hours total per eligible death. Unused bereavement leave during a fiscal year does not carry over to the next fiscal year.** Proof of death (death certificate, obituary notice, funeral program, etc.) must be submitted within 30 calendar days of when the employee returns to work. **If such proof is not submitted within the specified timeframe, the bereavement leave will revert to available compensated leave, or unpaid leave, at the employee's discretion.** The number of hours of Bereavement Leave is prorated for employees working 3/4 time (30 hours) and 1/2 time (20 hours).

ARTICLE 26: Military Leave

- A. Employees who provide service in the "uniformed services," meaning the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the

Public Health Service, and any other category of persons designated by the President in time of war or national emergency, are entitled to the rights and benefits provided by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), codified at 38 U.S.C. sections 4301 through 4335, and as amended in the future.

These members are also entitled to the leaves of absence provided by the California Military and Veterans' Code, as stated in Civil Service Rule X, codified at San Diego Municipal Code section 23.1107, and Personnel Manual Index Code I-10, Military Leave. Specifically, employees who have been regularly employed by the City for one year or more immediately prior to requested military leave will receive their regular City compensation during the military leave, but not to exceed 30 calendar days in any fiscal year. Calendar days are computed in the manner stated in Personnel Regulation Index Code I-10.

- B. Employees must give no less than twenty-one (21) days of notice to their supervisors prior to the start of the requested military leave, unless there are exceptional circumstances beyond the control of the employee originating from the employee's military unit. If exceptional circumstances occur, employees must provide reasonable notice. Employees must submit Form CS-14-25A (Request for Leave of Absence) showing Military Leave.
- C. Union members may use annual leave, compensatory time, or special leave without pay, in addition to military leave to provide military service.
- D. If an employee is scheduled to work on a day of inactive duty training, City management will take all reasonable steps necessary to adjust the employee's schedule to facilitate the military leave.
- E. The Union agrees that the City Council may determine to extend these benefits beyond what is provided in this MOU in cases of national emergencies without an obligation to first meet and confer.

ARTICLE 27: Time Off for Blood Donation

An employee shall receive paid release time, not to exceed two (2) hours, when **they** donate blood at the annual City 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 any 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 must submit **their** "blood receipt" to the payroll clerk as verification of the donation. This Article also applies to bone marrow testing.

ARTICLE 28: Leave Sharing Plans

A. Catastrophic Leave Plan Program Description

1. Purpose and Scope

Establish a City of **San Diego**-administered Catastrophic Leave **Bank** permitting City employees to assist other City employees who face extended leaves without pay due to a catastrophic occurrence in their lives. For the purpose of this plan, a "catastrophic occurrence" is defined as any event that would qualify the employee for a leave under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Americans with Disabilities Act (ADA), other local, state, or federally

protected leave, and other extraordinary circumstances as determined by the Human Resources Director or designee. Although this Program establishes a mechanism for leave transfers, participation is entirely voluntary.

Employees **who are entitled to annual leave** are eligible to request a Catastrophic Leave Bank from their date of hire. Catastrophic Leave determinations are non-grievable.

Catastrophic leave coverage shall be extended to events affecting registered domestic partners provided that a City of San Diego Affidavit of Domestic Partnership has been submitted. Catastrophic leave determinations are non-grievable.

2. Procedures

- a. The Employee initiates a request for a Catastrophic Leave Bank to be established in accordance with this policy.
 - i. The employee must have exhausted or expect to exhaust **their** accrued leave, from both the employee's annual leave and Catastrophic Leave – Annual Leave (CatLV-AL) buckets (to be verified by the department Payroll Specialist in accordance with state and federal law) of a qualifying event in order to establish a **Catastrophic** Leave Bank.
 1. A recipient's total annual leave balance including donated leave cannot exceed 2,080 hours.
 - ii. The employee must receive approval for an unpaid leave of absence from **their** Department Head.
- b. Requests to establish a **Catastrophic** Leave Bank to receive donations will be processed by the Human Resources Department.
 - i. An eligible employee must submit a completed "Request to Establish Catastrophic Leave Bank" form to the Human Resources Department, accompanied by:
 1. A signed statement by the employee which includes a brief description of the nature and need for the leave and an estimated time the employee will be out of the workplace, or other appropriate documentation supporting the request. Clarifying documentation may be requested by the Human Resources Department. Any employee who misrepresents information on the signed statement provided to the Human Resources Department may be subject to discipline, up to and including termination.
 2. Evidence of the Department Head's approval of leave of absence.
 3. Employees must also identify, on the Request to Establish Catastrophic Leave Bank Form, the names of individuals or groups that may be informed, upon request, if the **Catastrophic** Leave Bank has been approved. Employees who include a mailing address on the Request will be notified when the **Catastrophic** Leave Bank is approved by the Human Resources Department.

- c. Donations of annual leave may be made to an employee eligible for Catastrophic Leave as defined in the Purpose and Scope of this Article. The donor's annual leave donation will be deducted from the donor department in the amount donated.
 - i. Donations of leave are strictly voluntary; the City will maintain the identity of **Catastrophic** Leave Bank donors in absolute confidence.
 - ii. Employees may only donate accrued annual leave.
 - iii. Donations must be made in whole hour increments.
 - iv. **Donation authorization requests that do not contain all requested information will not be processed.**
 - v. Donors must have at least one hundred sixty (160) hours of annual leave (which includes donated Medical Leave) and Catastrophic Leave remaining after the donated time has been deducted.
 - vi. Once donated to the **Catastrophic** Leave Bank, donated leave cannot be returned to the donor.
 - vii. Employees who wish to donate leave must **submit an electronic request through the Leave Administration section of the City's SAP System. Employees without access to the City's Active Directory may complete a "Confidential Authorization for Catastrophic Leave Donation" form and submit it to the Human Resources Department.**
- d. Upon receipt of donation authorizations forms, the **City's SAP System** will:
 - i. Verify that the donating employee has the minimum required leave balance of 160 hours.
 - ii. Convert the donated dollars as computed above to hours at the recipient's hourly rate. The donor will be taxed for the leave when it is donated to the recipient.
 - iii. Ensure that all deductions (e.g. health premiums, parking, credit union, union dues, etc.) that have previously been authorized by the recipient are made unless the recipient has notified their Payroll Specialist in writing to cancel deductions.
 - iv. Subtract the donated time from the donor's designated leave category.
 - v. Add the donated hours to the recipient's Catastrophic Leave – Annual Leave (CatLv-AL) bucket.
- e. Donated **Catastrophic** Leave is treated as annual leave accrued by the recipient of the donation, but the recipient will not be taxed on the donated annual leave. Payments up to eighty (80) hours per pay period will be made to the recipient until the donated leave has been exhausted.
 - i. Donated Leave does not alter the employment rights of the City or the recipient, nor does it extend or alter limitations otherwise applicable to leaves of absence or annual leave, except as noted in this Article.

- ii. Employees who are using donated annual leave hours will continue to accrue annual leave in accordance with Personnel Manual Index Code I-2, Annual Leave.
 - iii. Donated Leave can only be used on a going forward basis.
 - iv. An employee who receives Donated **Catastrophic** Leave under this Catastrophic Leave Plan may either take the Donated **Catastrophic** Leave as compensated time off, or may receive pay-in-lieu of the Donated **Catastrophic** Leave, consistent with Personnel Manual Index Code I-2, subparagraph E, but may not re-donate that time to a Catastrophic Leave Bank or Medical Leave Bank for use by another employee.
3. Notification of the creation of a Catastrophic Leave Bank to potential donors is the responsibility of the employee, not the department. **An employee may use City e-mail for a one-time notification to other City employees regarding the creation of their Catastrophic Leave Bank. Such e-mail should not contain confidential information (e.g. details of their medical condition). All policies and procedures regarding ethical conduct, and the use of email, apply to such notices sent by employees. Employees are encouraged to only send e-mails to employees they know and refrain from sending “e-mail blasts” (officewide or citywide e-mails) that may be viewed as a nuisance to a reasonable person.** Employees may **also** work with their recognized employee organizations to disseminate **their** request for leave **donation**. If requested by the employee in the Request for Establishing Catastrophic Leave Bank form, the City will publicize on the **Leave Administration section of the City’s SAP System**, the employee requestor’s name, and the dates the **Catastrophic** Leave Bank opens and closes.

B. Medical Leave-Sharing Plan Program Description

1. Purpose and Scope

The City of San Diego offers a Medical Leave-Sharing Plan and Leave Bank (Medical Leave Bank) to give City employees the ability to assist other City employees who face extended leaves without pay due to a major health crisis, whether their own, or that of a family member. Although this Program establishes a mechanism for leave transfers, participation is entirely voluntary.

Employees **who are entitled to annual leave** are eligible to request a Medical Leave Bank from their date of hire. Medical Leave Sharing determinations are non-grievable.

For purposes of this plan, a “major health crisis” is defined as: (1) the employee’s own medically certified “serious health condition,” as defined by the federal Family and Medical Leave Act, (2) the medically-certified “serious health condition” of the employee’s spouse, parent, child, sibling, grandparent, or grandchild (or in-law or step-relative in one of these relationships), (3) the medically-certified “serious health condition” of the employee’s registered domestic partner, or (4) the death of the employee’s spouse, parent, child, sibling, grandparent, or grandchild (or in-law or step-relative in one of these relationships), or employee’s registered domestic partner (provided that a City of San Diego Affidavit of Domestic Partnership has been submitted). The determination of whether a major health crisis exists is made by the Human Resources Department Director or designee.

2. Procedures

- a. Employee initiates a request for a Medical Leave Bank to be established in accordance with this policy.
 - i. The employee must have exhausted or expect to exhaust **their** accrued leave, from both the employee's annual leave and Catastrophic Leave – Annual Leave (CatLv-AL) buckets (to be verified by the department Payroll Specialist), as a result of a qualifying event in order to establish a Leave Bank.
 - 1. If an employee is diagnosed as terminally ill, a Medical Leave Bank may be established without meeting this requirement. In such cases, the donated leave will be paid out when the employee leaves work due to illness.
 - 2. A recipient's total annual leave balance including donated leave cannot exceed 2,080 hours.
 - ii. The employee must receive approval for an unpaid leave of absence from **their** Department Head.
- b. Requests to establish a Medical Leave Bank to receive donations will be processed by the Human Resources Department.
 - i. An eligible employee must submit a completed "Request to Establish Medical Leave Bank" form to the Human Resources Department, accompanied by:
 - 1. A medical statement from the attending physician, including a brief statement describing the nature of the illness or injury and an estimated time the employee will be unable to work, or other appropriate documentation supporting the request.
 - 2. Evidence of the Department Head's approval of the leave of absence.
 - 3. Employees must also identify, on the Request to Establish Medical Leave Bank Form, the names of individuals or groups that may be informed, upon request, if the Medical Leave Bank has been approved. Employees who include a mailing address on the Request will be notified when the Medical Leave Bank is approved by the Human Resources Department.
- c. Donations of annual leave may be made to an employee eligible for medical leave because of a major health crisis, as defined in the Purpose and Scope at Section B above. The donor's annual leave donation will be deducted from the donor department in the amount donated.
 - i. Donations of leave are strictly voluntary; the City will maintain the identity of Medical Leave Bank donors in absolute confidence.
 - ii. Employees may only donate accrued annual leave.
 - iii. Donations must be made in whole-hour increments.

- iv. **Donation authorization requests that do not contain all requested information will not be processed.**
- v. The donor will not be taxed on the value of the leave **they** donate, but also cannot claim an expense, loss deduction, or charitable contribution for the donated leave.
- vi. Donors must have at least 160 hours of annual leave (which includes donated Medical Leave) and Catastrophic Leave remaining after the donated time has been deducted.
- vii. Once donated to the Medical Leave Bank, donated leave cannot be returned to the donor.
- viii. Employees who wish to donate leave **must submit an electronic request through the Leave Administration section of the City's SAP System. Employees without access to the City's Active Directory may** must complete a "Confidential Authorization for Medical Leave Donation" form and submit it to **the Human Resources Department.**
- d. Upon receipt of donation authorization forms, the **City's SAP System** will:
 - i. **Verify that the donating employee has the minimum required leave balance of 160 hours.**
 - ii. Convert the donated dollars as computed above to hours at the recipient's hourly rate. The recipient will be taxed for the leave when it is taken.
 - iii. Ensure that all deductions (e.g. health premiums, parking, credit union, union dues, etc.) that have previously been authorized by the recipient are made unless the recipient has notified **their Payroll Specialist** in writing to cancel deductions.
 - iv. Subtract the donated time from the donor's designated leave category; and
 - v. Add the donated hours to the recipient's annual leave balance.
- e. Donated Medical Leave is treated as annual leave accrued by the recipient of the donation. Payments up to 80 hours per pay period will be made to the recipient until the donated leave has been exhausted.
 - i. Donated Medical Leave does not alter the employment rights of the City or the recipient, nor does it extend or alter limitations otherwise applicable to leaves of absence or annual leave, except as noted in this Plan.
 - ii. Employees who are using donated annual leave hours will continue to accrue annual leave in accordance with Personnel Manual Index Code I-2, Annual Leave.
 - iii. Donated Medical Leave can only be used on a going forward basis.

2. Notification of the creation of a Medical Leave Bank to potential donors is the responsibility of the employee, not the department. **An employee may use City e-mail for a one-time notification to other City employees regarding the creation of their Medical Leave Bank. Such e-mail should not contain confidential information (e.g. details of their medical condition). All policies and procedures regarding ethical conduct, and the use of email, apply to such notices sent by employees. Employees are encouraged to only send e-mails to employees they know and refrain from sending “e-mail blasts” (officewide or citywide e-mails) that may be viewed as a nuisance to a reasonable person. Employees may also work with their recognized employee organization to disseminate their request for leave donation. If requested by the employee in the Request for Establishing Medical Leave Bank form, the City will publicize on the Leave Administration section of the City’s SAP System, the employee requestor’s name, and the dates the Medical Leave Bank opens and closes.**

C. Child Care Annual Leave Exchange

Annual Leave may be transferred between any City of San Diego employees who jointly parent a child (which includes a biological, adopted, or foster child, a stepchild, or a legal ward, and is under 18 years old or has a mental or physical disability and is incapable of self-care), for the purpose of the birth of the child or joint adoption of the child, or for child care purposes, in accordance with the City’s policies, upon the request of both the receiving employee and the transferring employee, and upon approval of the employees’ appointing authority, under the following conditions:

1. The receiving employee is required to be absent from work due to the birth of the employee’s child or due to the joint adoption of a child, or for child care purposes.
2. Each transfer must be for a minimum of (8) hours and in whole hour increments thereafter.
3. The transferring employee must have at least 160 hours of annual leave (which includes donated Medical Leave) and Catastrophic Leave remaining after the donated time has been deducted.
4. The total annual leave received by an employee for the purposes of the Child Care Annual Leave Exchange bucket shall normally not exceed 350 hours per fiscal year; however, if approved by the employee’s appointing authority, the total credits may be up to 700 hours. Total annual leave hours in excess of 700 hours will be considered on a case-by-case basis by the Appointing Authority.
5. The transfers are irrevocable and will be placed in a separate bucket for Child Care Annual Leave Exchange. The leave cannot be used for pay-in-lieu cash outs. The transferring employee will be taxed for the leave when it is transferred to the receiving employee.
6. The transfers shall be administered according to the rules and regulations promulgated by the City beginning on July 1, 2020.

**ARTICLE 29:
Retirement**

A. Benefit Changes Prior to July 1, 2005

1. High One-Year Basis for Final Compensation: Retirement benefits for General Members, hired before July 1, 2009, are based upon the “highest one-year” annual base compensation.
2. Internal Revenue Code (IRC) Section 415 Amnesty Provisions: In order to preserve SDCERS’ tax qualified status, Union and the City mutually agree to adopt the “amnesty” or “grandfather” provisions of IRC Section 415 (b) (10).
3. A five (5) year purchase of service credit provision is established effective January 1, 1997. Under this provision, a Member, hired before July 1, 2005, may purchase up to five (5) years of service credit by paying both employee and employer contributions in an amount and manner determined by the SDCERS Board to make the System whole for such time. In addition, members who retire 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 that occurred before 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 (VRMA) and Temporary Total Disability (TTD), FMLA 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.
4. The Deferred Retirement Option Plan (DROP) is established effective April 1, 1997 for all employees hired before July 1, 2005. Employees hired on or after that date are ineligible for DROP as set forth in SDMC section 24.1402.1. DROP provides an alternative form of benefit accrual under the defined benefit plan while allowing a Member to continue working for the City.

During the DROP period, a DROP Member retains all rights, privileges and benefits of being an active City employee, except as specifically modified in the DROP (SDMC Chapter 2, Article 4, Division 14), 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 Flex Benefits Program for the classification, and is not eligible for “retiree” health benefits until the Member completes or terminates the DROP period and retires.

Under DROP, a monthly service retirement allowance along with any Cost of Living Adjustment (COLA) increases, Supplemental Benefit checks and any adjustments to such payments applicable to retirements effective on the date the Member entered the DROP are credited to the Member’s DROP Account within the SDCERS Trust. These SDCERS benefits are calculated as if the Member were retiring on the date the Member enters the DROP. The Member’s contributions to the Retirement System cease. The Member and the City each contribute 3.05% of the Member’s salary each pay period that the Member participates in the DROP. The Member’s contribution is made on a pre-tax basis pursuant to IRC Section 414 (h) (2). These monies are credited to the Member’s DROP Account in the SDCERS Trusts Fund, and are distributed to the DROP participant upon termination of employment. No withdrawals may be made from the DROP account until the Member completes or terminates **their** DROP period and retires. Interest will be credited to the Member’s DROP account at a rate determined by the Board. The Member is 100% vested in **their** DROP Account at all times.

A DROP participant who becomes disabled may apply for conversion of their service retirement allowance to a disability retirement allowance calculated at the date of entry into the DROP.

A Member who participates in DROP irrevocably designates a specific consecutive period of months for participation, not to exceed sixty (60) months. The Member must terminate City service at the end of the designated period.

5. For retirements effective on or after January 1, 1997, the fifty percent (50%) continuance is available to the surviving spouse to whom the Member was married on the date of retirement. The requirement that the Member be married to **their** spouse for at least one (1) year prior to retirement for the spouse to receive the fifty percent (50%) continuance is eliminated.
6. 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.
7. The Industrial Disability Benefit is increased from thirty-three and one third percent (33 1/3%) to fifty percent (50%) of final compensation for retirements effective on or after January 1, 1997.
8. 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.
9. Retirement Calculation Factors for General Members (Hired Before July 1, 2009)
 - a. The Retirement Calculation Factors used to calculate a General Member's allowance will increase to the levels shown below (the "New Factors") for General Members, hired before July 1, 2002, who retire effective on or after July 1, 2002, unless the General Member elects, before retirement, to have **their** allowance calculated using the Old Factors, as set forth in SDMC Section 24.0402, (ranging from two percent (2%) at age fifty-five (55), to two point fifty-five percent (2.55%) at age sixty-five (65) or older, with a ten percent (10%) increase to the Member's Final Compensation), or the Corbett Factors, as set forth in SDMC Section 24.0402, (ranging from two point twenty-five percent (2.25%) at age fifty-five (55), to two point fifty-five percent (2.55%) at age sixty-five (65) or older).

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

- b. The New Factors apply to all General Members who join the Retirement System after June 30, 2002, but before July 1, 2009, and their allowances will be capped at ninety percent (90%) of their Final Compensation.

The ninety percent (90%) cap also applies 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.

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

- c. Any General Member who joined the Retirement System before July 1, 2002, may continue to accrue benefits above the ninety percent (90%) cap using either the Old Factors or the Corbett Factors. If the Member selects one of these Factors, the Member's Allowance will not be capped, and the System will refund to the Member, at retirement, any excess contributions the Member made to fund the New Factors.
 - d. A General Member may exceed the ninety percent (90%) cap if the Member:
 - i. Applied to purchase Creditable Service on or before June 5, 2002, and thereafter signed the contract to purchase that time;
 - ii. Was hired at age twenty-four (24) or younger; and
 - iii. Will exceed the ninety percent (90%) cap because of the Creditable Service **they** applied to purchase on or before June 5, 2002. The Member may not exceed the cap by Creditable Service that **they** applied to purchase after June 5, 2002.
 - e. When a Member who meets the conditions of paragraph five (5) above first becomes eligible for a service retirement, **their** Retirement Calculation Factor and years of Creditable Service will be capped at that time, even if the Member continues to work and contribute to the Retirement System. The Member's Final Compensation will not be capped. When eligible to retire, the Member may:
 - i. Continue working and contributing to the Retirement System;
 - ii. Enter DROP; or
 - iii. Retire.
10. 1981 Pension Plan Credit for Service
- Employees with 1981 Pension Plan credited years of service will be granted at no cost to the employee credit for past CERS service.
11. IRS Section 414 (h) (2)
- Effective the first pay period in January, 1993, employee contributions to SDCERS are pretax, under IRS Section 414 (h) (2), with the effect of reducing the employee's income tax base.
12. Health Eligible Retirees
- The following paragraphs a. through c. are included solely for historical purposes and have no effect.

- a. Effective July 1, 2002, a Health Eligible Retiree, as defined in the SDMC, 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 Municipal Code Division 12. San Diego Municipal Code Section 24.1202 sets forth 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 (FY) 2003 and annually adjusted thereafter based on the Centers for Medicare **and** 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 ten percent (10%) for any given year. The maximum amount of monies reimbursed to Health Eligible Retirees will be one hundred percent (100%) of such Medicare-eligible or non-Medicare eligible retiree-only premium.
- 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, a Health Eligible Retiree timely enrolled in Medicare is entitled to reimbursement of the cost of the Part B Supplemental Medicare Expense Premium.

B. Benefit Changes Effective July 1, 2005

1. Retiree Health Benefit for Employees Hired Before July 1, 2005 and Retire Before April 1, 2012. (This provision is included for historical purposes and no longer applies to any active employees.)
 - a. Definition of Health Eligible Retiree

General Members hired before July 1, 2005, who retire on or after July 1, 2005, but before April 1, 2012, and are receiving a retirement allowance from SDCERS pursuant to a reciprocity agreement must have ten (10) years of service with the City to receive one hundred percent (100%) of the retiree health benefit and five (5) years of service with the City to receive fifty percent (50%) of the retiree health benefit. The definition of "Health Eligible Retiree" in the SDMC has been revised to reflect this clarification.
 - b. The City agrees to indemnify and hold the Union harmless from and against any claims filed by or on behalf of employees in the Union related to the clarification of the definition of a Health Eligible Retiree as set forth in subsection B.1.a. above.
2. Retiree Health Benefit for Employees Hired on or After July 1, 2005 (but before July 1, 2009)
 - a. Employees hired on or after July 1, 2005, but before July 1, 2009, are not entitled to the Retiree Health Benefit as set forth in paragraph A.12. above.
 - b. As stated in the MOU between the City and the Union effective, July 1, 2005, "For employees hired on or after July 1, 2005, the City will establish a defined

contribution plan for retiree medical expenses.” The 2005 MOU further provided as follows: “Control and Investment of Contributions Pending Plan Establishment. Until the vehicle for the defined contribution plan is formalized, all contribution amounts will be held in escrow in SDCERS but invested with other funds to achieve the maximum possible return until the escrowed funds can be transferred to the control of the agreed-upon administrator.” While these provisions were not implemented, the parties intend to negotiate a modified retiree medical benefit plan in accordance with Article 8, Section 5. The City presently represents that, under federal tax law, a qualified pension plan like SDCERS cannot hold, control or invest contributions to pay medical benefits, unless a 401(h) trust is established.

3. Purchase of Service Credit (Employees Hired On or After July 1, 2005): Employees hired on or after July 1, 2005, are not eligible for the purchase of service credit (“airtime”) in SDCERS, as set forth in SDMC Section 24.1312.1.
4. “13th Check” Supplemental Benefit (Employees Hired On or After July 1, 2005): Employees hired on or after July 1, 2005, are not eligible to receive the “13th Check” Supplemental Benefit as set forth in San Diego Municipal Code Section 24.1503.1.

C. Benefit Changes in 2008 for Employees Initially Hired On or After July 1, 2009, and, Subject to the Reopener Provision in Article 8, Paragraph I, Before July 20, 2012.

1. On July 21, 2008, the City and the Union agreed to a new retirement formula for General Members hired on or after July 1, 2009, on the condition that the City would not pursue a San Diego Charter amendment and subject to the terms set forth in subsections III (B through III (I).
2. New Retirement Calculation Factor for General Member Employees Initially Hired On or After July 1, 2009, and, Subject to the Reopener Provision in Article 8, Paragraph I, Before July 20, 2012.

Retirement Age	Retirement Calculation Factor
55	1.00%
56	1.25%
57	1.65%
58	1.758%
59	1.874%
60	2.00%
61	2.12%
62	2.24%
63	2.36%
64	2.48%
65 and older	2.60%

3. The Service Retirement Allowance for a General Member initially hired on or after July 1, 2009, and subject to the reopener provision in Article 8, paragraph I, before July 20, 2012, may not exceed eighty percent (80%) of **their** Final Compensation.
4. Final Compensation will be based on the highest three (3) years of pensionable compensation.
5. A new defined contribution plan will be established by the City with a mandatory City contribution of one percent (1%) and a mandatory matching Employee contribution of

one percent (1%). Additional voluntary Employee contributions (with no Employer match) will be permitted to the extent otherwise allowed by law.

6. A point two-five percent (.25%) mandatory City contribution and a matching mandatory point two-five percent (.25%) Employee contribution will be paid into a retiree medical trust (refer to SDMC Section 24.1202(c)).
7. The City agrees to pay the reasonable costs associated with establishing 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 employer match) will be permitted to the extent otherwise allowed by law.
8. 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 retirement plan.
9. Employees covered by this plan will not be eligible to participate in SPSP.

D. Benefit Changes effective on and after July 1, 2009

1. Effective July 1, 2009, and continuing during the term of this MOU, the City's offset of employee retirement contributions for employees represented by AFSCME, the Union is eliminated.
2. During the FY2010 negotiations, the City imposed changes on the DROP by increasing the age eligibility from fifty-five (55) to sixty (60) and eliminating the annuity option effective July 1, 2009. SDCERS has determined that the imposed changes to DROP require a Charter Section 143.1 vote of active SDCERS members. The vote has already occurred, and did not pass. Accordingly, SDCERS will continue to administer the DROP at age fifty-five (55) and will continue to administer the annuity option.

3. Modification of Definition of Health Eligible Retiree

General Members who retire on or after July 1, 2009, but before April 1, 2012, and are receiving a retirement allowance from SDCERS must have twenty (20) years of Creditable Service with the City to receive one hundred percent (100%) of the Retiree Health Benefit and ten (10) years of Creditable Service with the City to receive fifty percent (50%) of the Retiree Health Benefit, as set forth in SDMC Section 24.1201(a)(5). The Health Eligible Retiree benefit for General Members, retiring with a service retirement than ten (10) years or more of Creditable Service but less than twenty (20) years of Creditable Service, shall be increased by five percent (5%) for each year of Creditable Service beyond ten (10) years until the benefit, defined as the health insurance premium, reaches the maximum of 100 percent (100%) at twenty (20) years. The foregoing limitation on the Health Eligible Retiree benefit **does not** apply to disability or industrial disability retirements.

4. Retiree Health Benefits

Notwithstanding any provision in this MOU to the contrary, the retiree health benefits for employees who retire on or after April 1, 2012 are determined by the City's MOU (including amendment with the Union), which the City Council adopted by San Diego Ordinance O-20130 (February 17, 2012) and amended by San Diego

- E. Retirement Benefits for Employees Initially Hired on or After July 20, 2012, Subject to the Reopener Provisions in Article 8, Paragraph I.

On October 1, 2012, the City Council approved an agreement between the City and the Union on the terms of an interim defined contribution plan under San Diego Charter sections 140 and 150 for employees initially hired on or after July 20, 2012. The agreement is attached as Exhibit D and is incorporated into this MOU. The agreement sets forth retirement benefits for all employees initially hired on or after July 20, 2012, who are ineligible for the City's defined benefit plan.

ARTICLE 30: 401(K)

The 401(k) plan, established July 1, 1985, provides employees the opportunity to save for retirement in a tax efficient manner. The plan allows each participant to determine the type and mix of **their** investments in the plan from those offered as determined by the Defined Contribution Plans Trustee Board. The provisions of the plan, including eligibility and maximum contributions, are stated in the separate 401 (k) Plan Document.

ARTICLE 31: Supplemental Employee Pension Savings Plan (SPSP)

- A. The Supplemental Employee Pension Savings Plan (SPSP) was established pursuant to the City's withdrawal from the federal Social Security System in 1981, with the purpose of providing eligible employees a convenient method of saving and to provide supplemental pension benefits. The minimum and maximum contributions are determined by the employee's hire date and participation in the City's defined benefit plan. These contribution limits, along with all other plan provisions, are reflected in the separate Plan Documents.
- B. Employees hired on or after July 1, 2009, are not eligible for SPSP.

ARTICLE 32: Flexible Benefits Plan

- A. **General Nature of Plan and Eligibility.**
1. **The City offers an IRS-qualified cafeteria-style benefits program called the Flexible Benefits Plan (FBP) to all eligible employees. Under the FBP, an annual dollar value is set for each eligible employee who may use these "FBP credits" for a variety of tax-free benefit or cash-in-lieu options, or take these FBP Credits as taxable cash under certain circumstances.**
 2. **An "eligible employee" means any employee in one-half, three-quarter, or full-time status. Employees in non-standard hour positions are not eligible to participate in the FBP.**
 3. **During the annual open enrollment process for the FBP, eligible employees are required to acknowledge that no amount of FBP Credits is included in "Base Compensation" under the SDCERS defined benefit pension plan. Employees are also**

required to acknowledge that the FBP credits allocated to them for the fiscal year will be paid out over 24 of 26 pay periods, as a lump sum benefit for all hours worked during each month within the fiscal year. For months that have three pay cycles, the middle paycheck will not include any FBP transactions. If an employee separates from City employment, the FBP credits payable through their last day on the City payroll will be added to their final paycheck.

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

1. For eligible employees hired before July 1, 2020, total Flex Credits of \$9,956 (Waiver) and \$10,956 (Employee Only) are available for FY21 with the customary cash-back option. These options allow the maximum cash-back opportunity for employees who waive medical insurance or cover only themselves. However, for FY21, there is also a new option for employees who wish to cover a Spouse or Domestic Partner, Children or Family, where more Flex Credits will be available to them for these tiers of coverage but they will have no cash-back option and no amounts can be deposited into their 401(k) account. Eligible employees hired before July 1, 2020, may change the option they select (Option No. 1 – Cash-Back; Option No. 2 – No Cash-Back) from one fiscal year to the next at the time of open enrollment.

2. **Option No. 1 to Choose \$9,956 (Waiver) or \$10,956 (Employee Only) in FBP Credits and Take Cash-Back**

During open enrollment for the FY21 fiscal year which begins on July 1, 2020, employees hired before July 1, 2020 who wish to maximize the cash available to them from their total \$9,956 (Waiver) or \$10,956 (Employee Only) in FBP Credits, must select a Life Insurance option and either the Waiver or an Employee-Only Medical Coverage Option from the FBP component plan offerings.

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

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

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

Employee and Children	\$13,250
Employee and Spouse/Domestic Partner	\$14,750
Employee and Spouse/Domestic Partner and Children	\$18,750

Once an employee has selected one mandatory Life Insurance option and one of the above-described tiers for medical coverage, any remaining FBP credits may be used to pay for other FBP insurance offerings or to fund an FSA account for dental/medical/vision reimbursements or child/dependent care. However, no FBP

Credits remaining after selecting required or optional coverages or funding FSA accounts may be deposited to their 401(k) account or be taken as cash-back.

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

1. For eligible employees hired on or after July 1, 2020, there will be two options available under City's FBP: (1) a \$1,000 cash-back option for an employee who provides proof of qualifying medical coverage outside the FBP and selects the waiver; or, (2) a no-cash-back option which provides FBP Credits in varying amounts for Employee Only and for Employee-Plus tiers.
2. **Option No. 1 to Choose \$1,000 in Cash in Exchange for Waiver of Medical Insurance with Proof of Alternative Qualifying Medical Coverage**

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

During open enrollment, this eligible opt-out arrangement allows an eligible employee to decline medical benefits coverage under the FBP for the upcoming Plan Year and instead receive a \$1,000 cash payment. An eligible employee can waive coverage without restriction, but to receive the \$1,000 cash payment, the eligible employee must provide during open enrollment reasonable evidence of enrollment in "minimum essential coverage" under another employer-sponsored group medical plan (a spouse's plan, for example), or under a qualifying government program, which covers the employee and their tax dependents for the upcoming Plan Year. Individual coverage, including insurance purchased through the Affordable Care Act (ACA) Exchange, will not qualify as minimum essential coverage under the eligible opt-out arrangement. If an eligible employee selects the Waiver and certifies that they have and will maintain qualifying coverage for themselves and their tax dependents during the Plan Year, the City will pay the \$1,000 "waiver" cash over 24 pay periods if the employee remains employed and eligible. However, the employee's failure to have or maintain this minimum essential coverage outside the FBP will disqualify the employee from eligibility in City's opt-out arrangement and no cash payments will be made or continue to be made.

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

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

An eligible employee who elects the \$1,000 cash-back waiver under this opt-out arrangement will have no remaining FBP Credits to "spend" on other FBP component plan offerings. However, the employee may elect benefits offered through these other component plans by paying for the cost of those benefits with pre-tax salary reduction contributions.

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

All eligible employees hired on or after July 1, 2020, will have the following Flex Credits available for FY21. Once the employee selects a medical plan offered under the FBP for Employee Only or for one of the Employee-Plus tiers below, the employee may use the remaining Flex Credits for other insurance plans offered under the FBP (life, dental, vision), or to fund a flexible spending account (FSA) for dental/medical/vision reimbursements or child/dependent care. However, no FBP credits remaining may be deposited to their 401(k) account or be taken as cash-back. An eligible employee who has other medical coverage outside the FBP may still select the lowest cost Employee Only medical insurance option and then use the remaining Flex Credits for other benefits but no cash-back.

Employee Only	\$7,600
Employee and Children	\$13,250
Employee and Spouse/Domestic Partner	\$14,750
Employee and Spouse/Domestic Partner and Children	\$18,750

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

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

- D. On or about April 1 of each year during the term of this MOU or earlier if mutually agreed, the Parties will exchange premium rates for the Parties' respective plan offerings.
- E. The benefits available through the FBP and the respective annual costs of the benefits are reflected in the Flexible Benefits booklet provided to each employee each year.
- F. Notes.
 - 1. It is the intent of the Parties that all component plans offered under the FBP comply with all applicable state and federal laws, including IRS regulations as interpreted by

the City Attorney. All disputes over interpretation of this Article shall be submitted to the appropriate agencies for interpretation.

2. Eligible employees who do not have sufficient Flex Credits to enroll in insurance plans offered under the City's FBP, will have appropriate amounts withheld from their paychecks to pay for the cost of coverage they select.
3. Eligible employees may designate a specific amount of pre-tax money (IRS restrictions apply) to be withheld from their paycheck to reimburse eligible out-of-pocket Health Care Spending Account (HCSA) and Dependent Care Spending Account (DCSA) expenses. These payroll deductions must be designated during the open enrollment period, are irrevocable, and are subject to IRS regulations. These amounts are forfeited if not used within the fiscal year or during the grace period described in the Flexible Benefits Plan document.
4. Eligible employees are required to enroll for their benefits each year during the designated open enrollment period. If an employee fails to complete enrollment within the open enrollment period, the employee's current options for medical, dental, and vision coverage (or a comparable plan if that option is unavailable) including dependent coverage, and life insurance, will be automatically continued at the same level for the next year as if the employee had elected to keep them. All other benefit options will be cancelled. Employees agree that City may make a payroll deduction for employee and/or dependent medical, dental, and vision and life insurance coverage if the FBP Credits are insufficient to pay for the benefit options selected by the employee. Any FBP Credits remaining from the FBP allotment will be paid out as a taxable cash payment if a cash-back option is otherwise available to the employee. All payroll deductions, including HCSA and DCSA reimbursements, will continue and may not be stopped until the following open enrollment period, except when a qualifying event occurs as defined in the FBP document.
5. The City agrees that it will not arbitrarily or unreasonably deny Local 127 the opportunity to offer a medical insurance plan to active or retired employees. Such coverage must include mental health coverage at an equal or better level of coverage than that offered through the City's medical plans. Local 127 agrees to inform EAP of any changes to the mental health coverage or provider in order for EAP to give input on the proposed changes to ensure that City employees are receiving adequate mental health coverage through their selected medical plan. The Union currently provides a dental plan for the benefit of the active or retired employees.
6. Local 127 agrees to indemnify the City against any and all claims arising out of the administration of Local 127's benefits plans.
7. Audit and Inspection of Records.

The City Auditor is authorized to audit all necessary documents pertaining to the health insurance plans offered by Local 127, and Local 127 is authorized to audit the City's health plans to the extent that documents are requested and provided pursuant to state and federal public information laws.
8. Local 127 will be given the opportunity to answer questions about the FBP and its plan offerings during open enrollment and in New Employee Orientation sessions.

- G. With 90-days prior written notice to Local 127, the City will have discretion to change the plan year of the City's Flexible Benefits Plan from a fiscal year basis to a calendar year basis beginning January 1, 2022:

1. Rate renewals with group health insurance providers in early calendar year 2021 will need to account for transition to calendar year plan (17-month rate renewal for coverage dates starting in August 1, 2021 through December 31, 2022).
 2. A first open enrollment will be held in June 2021 for short plan year. (Health plan coverage effective dates will be August 1, 2021 through December 31, 2021).
 3. A second open enrollment will be held in November 2021 for a new calendar year plan. (Health plan coverage effective dates will be January 1, 2022 through December 31, 2022).
 4. Thereafter, open enrollment would be held once a year in the late fall for the calendar year plans (effective dates January 1 through December 31), with rate renewals for 12-month coverage periods.
- H. The City has discretion to conduct an audit of employees' dependents at any time of its choosing to ensure that it is providing coverage to employees' dependents on a tax-free basis as required by the Internal Revenue Code.

ARTICLE 33: Work Clothing

A. Work Clothing Issuance and Maintenance

1. The City agrees to continue to provide and maintain work clothing and protective equipment for those employee classifications represented by the Union currently receiving such benefit by the City. This includes the provision of rain gear, as currently supplied by each department, on an as-needed basis for those employees who are required by the City to work during rainy weather. Maintenance of work clothing does not extend to the classifications listed in Exhibit C, in the departments covered by the Corporate Apparel Program. The City has the right to issue work clothing to employees in classifications in departments and divisions not specifically referenced in this Article. The City will notify the Union at least ten (10) working days in advance of its intent and upon request by the Union will meet and confer for a reasonable period of time and implement changes only upon agreement or after an impasse opportunity.
2. The City agrees to provide all **Personal Protective Equipment** as required by applicable state law.
3. The City will make every effort to make available to employees represented by the Union a location where employees may purchase specialized footwear at an appropriate discount.
4. The City agrees to provide Fleet **Operations Department** employees (including the Custodian) who are currently eligible for the uniform benefit with an option of having coveralls or shirts and pants. The City will make its best effort to provide these employees with an option to have both coveralls and pants and shirts.
5. The City agrees to provide and maintain a total of ten (10) sets of coveralls (or pants and shirts) for employees in the classification of Helicopter Mechanic (Fire-Rescue Department) **and all Local 127 employees in the Fleet Operations Department.** The

- City agrees to provide Sanitation Drivers I, II and III with five (5) sets of coveralls or pants and shirts.
6. The City agrees to provide employees in the Equipment Technician II, Equipment Operator II, Light Equipment Operator, Grounds Maintenance Worker III (Lead Cemetery Groundskeeper), and Grounds Maintenance Worker II five (5) sets of pants and shirts with no laundering service provided.
 7. The City agrees to provide employees of the Public Utilities Department, **Wastewater Treatment and Disposal Division and Wastewater Collections Division** with ten (10) sets of coveralls (or pants and shirts). The City agrees to provide employees of the Streets Division eight (8) sets of coveralls (or pants and shirts). The City agrees to provide employees of the Plant Operator classification (including Power Plant Operators) one (1) jacket. The City also agrees to provide one (1) jacket each to a total of thirteen (13) additional positions, comprised of Equipment Operator I, Equipment Operator II, and Equipment Operator III classifications assigned at the Aquaculture.
 8. Plumbers will be provided with coveralls as necessary. Roofers will be provided with work shoes as necessary.
 9. The parties agree to reopen the provisions of this Article as they pertain to the Public Utilities Department.
 10. The City agrees to provide and maintain a total of ten (10) uniforms for members of the Grounds Maintenance Worker II, Grounds Maintenance Worker I, Equipment Operator II, Equipment Operator I, Heavy Truck Driver I, Light Equipment Operator, Carpenter, Utility Worker I and Laborer classifications in Coastline Park and Golf Division.
 11. The City agrees to provide employees of the Public Utilities Department, **Wastewater Treatment and Disposal Division and Wastewater Collection Division** who are currently eligible for the uniform benefit with an option of having polo style or T-shirts or a mixture of the two up to the current maximum number of shirts provided. Employees may switch from the current T-shirts to the polo style shirts as the T-shirts need replacing.
 12. Carpenters will be provided with two (2) sets of bib overalls.
 13. The City agrees to provide and maintain optional overalls for employees in the Landfill Equipment Operator classification.
 14. The City and the Union agree that the work clothing issued will be worn or used only during work hours. Employees who are issued work clothing will wear the issued clothing. Employees will have the same responsibilities to maintain work clothing as it applies to other City issued property. Employees will be required to replace missing work clothing at their own expense if the work clothing is lost or stolen due to the employee's own negligence.
 15. Painters, Plasterers and the Firearms Technicians will receive up to five (5) sets of pants and shirts each year at the employee's request.
 16. Appropriate foot protection is required and provided as needed for employees who are exposed to foot injuries from hot, corrosive, poisonous substances, falling objects, crushing or penetrating actions, which may cause injuries or who are required to work in abnormally wet locations.

17. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of foot injuries may not be worn.
18. Safety-toe footwear for employees must meet the requirements and specifications in American National Standard for Men's Safety Toe Footwear, Z41.1-1981.
19. The City agrees that consideration will be given to a uniform company's ability to provide appropriately fitted uniforms for women and employees with special fitting needs.

B. Uniform Reimbursement

1. The intent of this policy is to reimburse employees in certain designated classes who have completed probation and have attained permanent status, for the cost of a complete set of regulation uniform items.
2. Reimbursement is limited to items of a specialized nature, including items with a permanent City insignia, to be worn exclusively in the line of duty. Other items such as regular shirts, ties, belts, and shoes are excluded from this provision. Each department with employees in these designated job classifications will maintain a price list of items for which reimbursement will be provided.
3. All personnel receiving uniform reimbursement will be required to wear the designated uniform. Failure to wear any of these items may result in discipline of the employee.

C. Corporate Apparel Program

1. The City has established a Corporate Apparel Program which provides employees in the classifications listed in Exhibit C, working in the Public Utilities Department and the Facilities Division with corporate apparel consisting of ten (10) sets of pants and shirts and one (1) jacket to employees who have not previously been issued a jacket. Those employees in the Public Utilities Department, who receive a jacket, will become eligible to receive a replacement jacket after five (5) years from the date of issuance and only upon request will one be issued. If a jacket is damaged beyond repair before five (5) years is up, a replacement jacket can be requested. In all cases, employees will have to turn in the old jacket before receiving a replacement jacket. On an annual basis, the departments will provide two (2) additional sets of pants and shirts. Employees working in the Facilities Division will be permitted to replace required clothing with any combination of shirts or pants. During the term of this MOU the City in consultation with the Union, may expand this program to other departments. The City will meet with the Union to discuss implementation issues such as the classifications which participate, prior to any expansion of the program.
2. The Union will be given an opportunity to participate in and provide input into the selection of the style and color scheme of the uniforms. Employees will be allowed to choose their apparel from the approved style and color schemes which shall be determined by the departments with input from the Union and will include options of both long and short sleeve dress shirts, polo style shirts, poly/cotton and cotton men's and women's slacks, pleated slacks and (for specifically approved classes) shorts. Color options shall include a choice from at least three (3) basic colors for shirts and two (2) basic colors for pants and slacks.

3. Employees have the option of purchasing additional garments of the approved style and color at their own cost from the designated vendor(s).
4. Maintenance of corporate apparel will be the responsibility of the employee.
5. Employees in the classes listed in Exhibit C are required to wear approved corporate apparel in good condition at all times while at work.
6. Employees in classes not listed in Exhibit C will have the option of purchasing approved apparel at their own cost from the designated vendor(s).
7. For the Public Utilities Department, **Water System Operations Division and Water Construction and Maintenance Division** employees in classes not listed in Exhibit C shall not wear alternative corporate apparel, which is defined as clothing with patches, logos or other City insignia bearing reference to the Public Utilities Department, **Water System Operations Division and Water Construction and Maintenance Division**.
8. Employees under the Corporate Apparel Program will continue to wear appropriate safety clothing pursuant to current policies and practices.
9. Employees in certain positions in the Public Utilities Department, 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, (Safety Apparel Program), 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 in the Safety Apparel Program may be reassigned to the Corporate Apparel Program.
10. Employees in the Public Utilities Department, **Water Construction and Maintenance Division and Water System Operations Division** will be provided laundry service in those situations where home laundry of garments would present a health risk due to the nature of chemicals and/or materials encountered on the job.
11. Employees who terminate service with the Public Utilities Department must return all uniforms bearing reference to the Public Utilities Department.

ARTICLE 34:

Transportation Incentives

- A. Employees who use the Concourse Parkade, Civic Center Plaza parking, **101 Ash Street**, or Central Library parking and pay on a biweekly basis will be charged twenty-five (25%) percent of the general public monthly rate. **The City may expand parking opportunities to other facilities designated by the Mayor. The City will engage Local 127 in any impact bargaining required under the MMBA, related to new parking opportunities.**

Participation in this program is limited, and is available to employees on a first-come, first-served basis.

- B. Employees participating in the Transportation Alternative Program (TAP) will pay fifty percent (50%) of the public daily rate, for up to fifty-two (52) instances per year.
- C. The City will provide seventy-five percent (75%) reimbursement up to one hundred dollars (\$100) per month to those employees who wish to purchase monthly passes for

transportation on the public bus, trolley, and commuter rail service. 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 reimbursement. Violation of these procedures will disqualify the employee from further participation in the TAP. Payments for passes are made payable to the City Treasurer no later than the twelfth (12th) day of the current month for the next month's pass. Payment is loaded on to the 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. As new work stations are established, the City agrees to meet and consult or meet and confer as required by the MMBA regarding parking arrangements; in either case, the City will make every effort to provide suitable parking arrangements for the employees affected.
- F. Management agrees to meet and confer with the Union without impasse in the event the County Air Quality Control Board requires that parking spaces in non-pay status City work locations be converted to pay status.
- G. The City agrees to discuss at the Labor Management Committee employee concerns regarding the fair allocation, quality and security of job-site parking facilities.

ARTICLE 35:

Employee Assistance Program

- A. The City agrees to continue the Employee Assistance Program (EAP). **Employees may contact Anthem Employee Assistance Program by calling (800) 999-7222 or by visiting their website at anthemEAP.com (login: CitySD).**
- B. The purpose of EAP is to assist employees who have personal problems to obtain professional assistance and treatment where necessary. Participation in EAP will be entirely voluntary, except pursuant to Article 59. This Program in no way affects the ability of the City to discipline employees with performance problems. The City and the Union agree that actual discussions between the employee and the EAP Counselor and treatment provided the employee through the EAP, will be kept confidential unless the employee consents to disclosure.
- C. The Union and the City fully support EAP and both parties agree to use their best efforts to ensure that employees with personal problems are encouraged to participate in EAP.
- D. The City agrees to provide the Union with input regarding the administration of EAP through the Labor Management Committee.

ARTICLE 36:

Tools/Tool Allowance

- A. Basic Policy-Initial Outfitting
 - 1. The City will provide outfitting of tools and tool boxes to employees except as detailed below.

- a. Employees in the following job classifications must provide and maintain the outfitting of tools and tool boxes at their own expense:

Fleet Team Leader
Master Fleet Technician
Fleet Technician
Marine Mechanic
Body and Fender Mechanic
Carpenter
Apprentice – Marine Mechanic
Apprentice – Carpenter
Helicopter Mechanic (Fire-Rescue Department)

2. Current employees may elect to continue with City provided tools or to provide their own tools. New employees must provide their own tools. Outfitting is defined as those tools required **of the employee by the City** upon being employed in the particular job class for the first time, and subsequently, additional tools required because of technological advances.
3. Outfitting, in the case of mechanics, shall be all hand tools.
4. The City provides power tools for all job classifications.

B. Tool Replacement Policy-Outfitting By the City

1. For those job classifications for which the City provides outfitting of tools, the City will replace in kind tools worn out, damaged, or broken through no fault of the employee.
2. Employees losing tools or causing damage to tools through negligence or willful conduct will be required to replace the tools at the employee's expense and/or be disciplined under Civil Service Rule XI, Section 3.
3. City furnished tools shall not be used for private purposes or private gain (Administrative Regulation 45.50).

C. Tool Allowance Policy-Outfitting By the Employee

1. This paragraph applies to Helicopter Mechanic (Fire-Rescue Department), Fleet Team Leader, Master Fleet Technicians, Fleet Technician, Marine Mechanics, Body and Fender Mechanics, Carpenters, and Apprentices for the listed trades.
2. Employees meeting the conditions set forth by the City will be provided a cash tool allowance as follows, provided the employee has shown by tool box inspection that **they have** a full inventory of tools as provided on the **essential** tool list, **which is agreed upon by the Union and City**.

Effective	Carpenters & Apprentices	Fleet Team Leader	Master Fleet Tech	Marine & Helicopter Mechanic	Fleet Technician & Apprentices	Body & Fender Mechanics and Apprentices
July 1, 2020	\$384	\$1,214	\$1,214	\$1,214	\$1,214	\$1,214

Other conditions may include the following requirements (1) the initial outfit be complete and in serviceable condition, (2) tools purchased as replacements and additions be of the kind and size required for the job, (3) during each shift, each employee must have the full complement of tools necessary to perform the work assigned or will be considered as not having reported to work, and, (4) any other condition to fulfill the requirement that the purpose of the tool allowance is to benefit the City, subject to meet and confer.

3. Employees receiving a cash tool allowance shall not receive replacements in kind from the City. However, an employee's personal tools which have been recorded by the City on an inventory list will be replaced, at no cost to the employee, if they are lost due to fire, burglary or robbery of the City facility or some other catastrophe or accident not due to the employee's negligence or fault.
4. To qualify for a cash allowance, an employee must have twelve (12) months service in the job classification authorized for an allowance. Time served as a probationary employee will count toward meeting the twelve (12) month requirement.
5. The allowance will be paid to eligible employees in active status in an eligible position **as of July 1 of each fiscal year, and will be paid out on the first full pay period following July 1 of each fiscal year. The allowance will be paid only once during the eligible year.**

The cash amount for tool allowance cannot be accumulated from one year to another.

6. Failure to maintain a proper set of tools in satisfactory condition may be grounds for disciplinary action of the employee.
7. Employees having tool outfitting provided by the City do not qualify for the cash allowance.

D. Tool Allowance Calculation Method

The tool allowance in this MOU was established based on ten percent (10%) of the average price list for items on the essential tool list.

1. The essential tool price list for Carpenters was based on the average of prices for these tools at Sears and Dixieline.
2. The essential tool price list for Master Fleet Technicians, Fleet Technicians, and Body and Fender Mechanics was based on the average of the retail discount for Proto tools and the retail list price for Snap-on tools. Where Proto tools were not available, the MAC price list was used.

- E. The City will continue its current practice of making tool discounts available for employees.

ARTICLE 37: Mileage Reimbursement

Mileage reimbursement for use of private vehicles on City business will be provided in accordance with the provisions of Administrative Regulation 45.10.

A. “C” Mileage

Mileage reimbursement will be paid in accordance with the current IRS Standard Business Rates for business reimbursement. 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.

B. “D” Mileage

1. During the term of this MOU, a City employee driving on City business must meet the following criteria in order to be eligible for the “D” mileage reimbursement:
 - a. Be required, as a condition of employment, to provide a personal vehicle to conduct City business; and
 - b. The employee does not have regular access to a City-provided pool vehicle; and
 - c. The employee drives a personal vehicle a minimum of two-hundred fifty (250) miles per month on City business; and
 - d. The employee drives a personal vehicle a minimum of twelve (12) days per month on City business.
2. In addition to the criteria referenced in subsections a. through d., 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 reimbursement exclusive of the conditions outlined above but subject to the review and approval of the Human Resources Director.

Miles Driven	“D” Mileage Reimbursement Rates / Cents Per Mile	
0 – 250	Mileage Rate D1	0.72
251 – 417	Mileage Rate D2	0.69
418 – 625	Mileage Rate D3	0.66
626 – 833	Mileage Rate D4	0.63
834 – 1042	Mileage Rate D5	0.60
Over 1042	Mileage Rate D6	0.58

- C. **It is the City’s intent to provide employees monthly mileage reimbursements on the next payroll to be processed, following the reimbursement submission date. Timely reimbursement necessitates employees submitting complete and accurate mileage reimbursement requests within 60 days to their designated supervisor for approval. Reimbursements are processed in accordance with City’s policies and procedures set forth in A.R. 45.10, Employee Transportation Authorization (Mileage Reimbursement) and per IRS rules. Per the IRS, reimbursements submitted after 60 days will be taxable.**

ARTICLE 38: Tuition Refund Plan

- A. The City agrees to provide tuition reimbursement in the amount of two thousand dollars (\$2,000) annually. Administrative Regulation 70.30 **governs** the administration of this program.

ARTICLE 39: Reimbursement of Emergency Meals

Employees who ordinarily qualify for a meal during the performance of after-hours emergency work shall, with the proper receipts, be reimbursed up to a **maximum allowance as set by the U.S. General Services Administration (GSA) per diem rates for Travel Meals and Incidentals in San Diego. Category (breakfast, lunch, or dinner) of reimbursement will be dependent on the time at which the meal period began and needs to be purchased with 24 hours after the shift ends. See time table below for categories of reimbursement:**

- **Breakfast Rate: 2:00am – 9:59am**
- **Lunch Rate: 10:00am – 5:59pm**
- **Dinner Rate: 6:00pm – 1:59am**

ARTICLE 40: Stewards

A. General

1. The City agrees to a total of fifteen (15) City-wide Stewards which includes one (1) Chief Steward and one (1) Assistant Chief Steward to handle employee representation and grievances throughout the City. City-wide Stewards who are not on a current Union 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.
2. Additional Stewards may be named after agreement between the parties. The parties agree to discuss the addition of Stewards in the event of decentralization in a City department.
3. On July 1 of each year, the Union will provide the City with a written list identifying by name and assigned work areas all regular and alternate Stewards, and the list shall be kept current during the term of this MOU.
4. The Union will designate as Stewards only employees who have passed their initial City probationary period. The Union will also designate as Stewards only employees currently assigned to classifications in the Unit represented by the Union, as listed in Exhibit A of this MOU.
5. The City will make every effort not to temporarily or permanently transfer a Steward from a geographic location, without five (5) working days prior notice to the Union. The requirement of prior notice to the Union shall not be construed as limiting the City in its prerogatives to transfer or change the work shift of a Steward.

6. Stewards are responsible for an accurate accounting of their City compensated time spent on Steward duties as indicated by the time entries submitted for payroll purposes.
7. The City agrees that Stewards shall not be penalized or discriminated against in any way for their participation as Union Stewards.
8. Steward Training Release Time

The parties mutually recognize the importance of maintaining sound employer-employee relations on the job, and for employees to have qualified representation on the job, in so doing, the City shall allow reasonable release time, without loss of compensation, to the Union Stewards for the purpose of attending training provided by the Union.

B. Handling Grievances

1. When an employee has a grievance, **the employee** has the right to request that a Steward, with permission of the employee's supervisor, investigate a grievance in **their** assigned work area and assist in its preparation and presentation.
2. After notifying and receiving approval of the immediate supervisor a Steward shall be allowed reasonable time off during working hours, without loss of time or pay to investigate, prepare and present such grievances. The immediate supervisor will authorize the Steward to leave **their** work assignment unless compelling circumstances require refusal of such permission. In such cases, the immediate supervisor shall inform the Steward of the reasons for the denial of release time and establish an alternate time within twenty-four (24) hours, except in case of emergency, when the Steward can reasonably expect to be released from **their** work assignment.
3. When a Steward desires to contact an employee at **their** work location, the Steward shall first contact the immediate supervisor of that employee, advise the supervisor of the nature of the business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the Steward within the next twenty-four (24) hours, except in case of emergency, when **the Steward** can reasonably expect to contact the employee.
4. A Steward's interview or discussions with an employee on City time will be handled expeditiously.
5. A request by a Steward to investigate and process a grievance shall not be unreasonably withheld.

C. Discipline

Stewards will also be provided a reasonable amount of time to represent employees in actual disciplinary meetings and hearings between the City and the employee being disciplined subject to the provisions of Article 41.

ARTICLE 41: Employee Representation

- A. An employee may request representation from the Union, not to exceed one (1) City employee, who is not designated as a supervisory employee, and one (1) non-City employee; or two (2) City employees, who are not designated as supervisory employees; or two (2) non-City employees. In addition, the President of the Union or designated alternate may also attend if authorized by the Human Resources Director. Such representation may be present:
1. During any investigatory or fact finding meeting where **the employee is a subject or where** discipline might result.
 - a. The City shall provide the results of the fact finding including any audio or video and/or any print or digital media reviewed or used during the fact finding to both the employee and the Union within 30 days after the completion of the investigation where the employee is represented by the Union.
 - b. Such representation is not available in cases requiring immediate removal or suspension as defined in Civil Service Rule XI.
 2. Fact Finding
 - a. Management shall give an employee who is the subject of the fact finding sufficient notice of its need to conduct a fact finding session and allow the employee to obtain representation if **they** choose.
 - b. A copy of the fact finding questions will be provided to **an employee who is the subject of the investigation** and the employee's representative at the beginning of the fact finding session. **The employee's representative will retain a copy of the questions at the conclusion of the interview.**
 - c. The employee and the Union, when the employee is represented by the Union, will normally receive written notification of the status of any fact finding within thirty (30) calendar days of the completion of the investigation or fact finding, unless there are extraordinary and extenuating circumstances. Employees not receiving such notification may request the status of the fact finding through the Human Resources Director. The status shall be made available to the employee, and the Union, when the employee is represented by the Union.
 - d. If the fact finding is not completed within one hundred twenty (120) calendar days of the date the first interview with the subject took place, the employee or the employee's representative may request through the Human Resources Director for the matter to be closed and no further action to be taken. Such approval will be granted unless the Human Resources Director determines additional time to complete the fact finding is warranted due to extraordinary and extenuating circumstances.
 - e. After the fact finding is completed and when the City determines that disciplinary action is warranted, the City shall take all reasonable measures to timely communicate the disciplinary action to the employee, and to the Union when the employee is represented during the fact finding interview.
 - f. If it is determined that the results of the fact finding reveals no substantiation of the alleged misconduct or performance related matters and 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.

- g. A fact finding session may be recorded only with the express consent of all parties present in the session. If a recording is made pursuant to such consent, the party who makes the recording will provide a copy, within one working day, to any participant in the session who requests it.
 - 3. During the required discussion of any document, including Supplemental Performance Reports, written warnings, reprimands, or notes of counseling which are to be made a part of the employee's permanent record or which may be used as a basis for subsequent discipline.
 - 4. During any Skelly hearing prior to the imposition of discipline by a supervisor, reduction in compensation, demotion, or discharge.
 - 5. During the appeal of any disciplinary action.
 - 6. During **Incident** Review Committee meetings, Civil Service appeals, Long Term Disability and Industrial injury appeals, and any other meeting in which representation is normally afforded employees.
 - 7. The employee will be provided an opportunity to notify the Union's office in the event the employee is required to submit to "for cause" drug or alcohol testing. This opportunity to notify the Union is at the employee's option and shall not be interpreted as a basis upon which any employee may refuse to submit to the required drug or alcohol testing. The Union may use this notification to prepare for eventual investigations or fact-findings as necessary. In no way shall this notification be interpreted as the right to an immediate appeal of the test.
- B. The City employee representative shall not be an employee who is a subject of the same investigation or fact finding.
 - C. In all other instances, the City has the right to verbally counsel or interview employees as it deems appropriate without employee representation being present.
 - D. Any employee who is notified of a pending disciplinary action shall be given a reasonable time to consult with **their** representatives so that **they** may prepare a response to the disciplinary action. **All meetings between employees and their representative on City work time shall take place in the vicinity of the employee's worksite; exceptions may be made on a case by case basis as determined by the Appointing Authority or a member of the employee's chain of command.** The employee will be permitted to meet **their** representative at the Union Hall on the day that **they** are given an Advance Notice of Termination.
 - E. If an employee subject to disciplinary action elects to have a City employee as a representative, such employee may attend disciplinary hearings or meetings with Management on City time. If these meetings or hearings extend beyond the representative's normal work hours, no overtime will be paid.
 - F. If during any unscheduled meeting in which the employee is informed that discipline may result, an unrepresented employee may request representation. The meeting should be stopped and rescheduled affording the employee an opportunity to obtain representation.

- G. The City shall give an employee a five (5) day advance written prior notice of **their** right to representation.
- H. The City will encourage Appointing Authorities to schedule some representation matters at the Union Hall.

ARTICLE 42: Formal Representation

- A. When formal meetings are scheduled, for the purpose of meeting and conferring, the Union may be represented by a reasonable number of employee members of the unit or units involved, and the President or designee. These employees may attend these meetings during regular work hours without loss of compensation or other benefits. For purposes of meeting and conferring on a successor MOU, 12 representatives plus the President and one other officer are considered a reasonable number. However, additional representatives may attend upon mutual agreement of the parties. In addition, the Union may select a representative to attend City Council, Council Committee, Retirement Board and Civil Service Commission meetings, during regular work hours without loss of compensation where subjects within the scope of representation are being discussed. The Union shall, whenever practicable, submit the names of all designated representatives to the City at least two working days in advance of the meetings provided further that no representative shall leave **their** duty or work station or assignment without specific approval of the City. Such request will not be unreasonably or capriciously denied.
- B. Nothing in this Article limits or restricts meetings to regular working hours.
- C. The Union shall have four permanent representatives on the Joint Apprenticeship Advisory Committee.

ARTICLE 43: Use of City Resources

- A. The Union may, with the prior approval of the City, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available, and provided further that such meetings are not intended for such internal employee organizational meetings as soliciting membership, campaigning for office, and organizational meetings and elections. Union-sponsored meetings in City facilities may not interfere with the efficiency, safety or security of City operations.
- B. Solicitation of membership and activities concerned with the internal management of the Union such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature to employees, shall not be conducted during **individual employees' work time** without prior approval of the Human Resources Department. **This provision does not apply to new employee orientations.**
- C. The City agrees to study the feasibility of providing a small office in the City Hall complex to the Union for use in providing services to its members and facilitating access to its representatives at City Council, City Council Committee, Human Resources and Executive Board meetings.
- D. A monthly parking pass shall be provided to the President of the Union.

ARTICLE 44: Union Communications

A. Bulletin Boards

1. The City agrees to furnish suitable bulletin boards to be used by Union in mutually convenient places for each work area. The Union shall limit its posting to the designated bulletin boards and to matters relating to Union affairs. **At the request of the Union, the City in consultation with the Union will make reasonable efforts to ensure locations of bulletin boards remain adequate.** Union representatives shall not be unreasonably denied access to the bulletin boards.
2. The City shall ensure that the space on bulletin boards allocated to the Union is clearly designated as such. This will not preclude the City from using other space on these bulletin boards for City information.
3. The City agrees to provide additional security for bulletin boards in those areas where both parties agree security is necessary.

B. E-mail Communications

The Union will be permitted to use the City's email system to direct employees to obtain information contained on the Union's website. No further use or access of the City's email system will be authorized unless such use pertains to the employer-employee relationship.

C. Interoffice Mail

The City and Union agree that the Union may use the City's interoffice mail system to distribute its newsletter or equivalent communication to employees in its bargaining unit.

ARTICLE 45: Access to Work Locations

- A. Authorized Union business representatives, and the President of the Union or authorized designee and one (1) other member of the Executive Board of the Union, who will not be on City time, after notification to the Human Resources Department, will 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 Union representatives seeking access to work locations must first inform the appropriate Management representative at that work site of the purpose of the visit. The Union representative shall not unduly interfere with the operations of the department during a visit. Representatives have the right to meet with employees on an individual basis during coffee, rest or lunch breaks at City facilities. Access to work sites shall normally be granted by the City unless the visit will unduly interfere with the operation of the department. Permission shall not be unreasonably withheld.
- B. When a class action grievance emerges, or when the City requests to meet and confer during the term of the MOU, Union representatives may request directly from the Human Resources Director, permission to have an opportunity to meet with affected employees for a reasonable amount of time during regular working hours for the purpose of discussing the grievance, or Management proposals. The decision of the Human Resources Director shall be final.

ARTICLE 46: Labor Management Committees

- A. The City and the Union will establish a joint committee for the purpose of discussing common problems including safety problems, contract interpretation and administration, application and administration of the Grievance Procedure, and application and administration of the City's disciplinary procedures. The Labor-Management Committee shall meet at regular intervals when either side has an agenda to present. Generally, these meetings will be held on a monthly basis at a mutually satisfactory time for a duration of approximately two hours. Each side will appoint three (3) permanent members. Additional members may attend based on the issue being discussed and with the approval of the Human Resources Director. Meetings will be held during normal business hours. The City agrees to the shared responsibility of preparing the agenda and minutes for the Labor-Management Committee meetings.
- B. The Collection Services and Disposal Division of the Environmental Services Department and the Parks and Recreation Department will maintain Labor Management Advisory Committees to discuss common issues and problems. The Union members of the committee will be permanent full-time employees.
- C. The Facilities Division and the Streets Division will maintain Labor Management Advisory Committees.

ARTICLE 47: Union Orientation

- A. **The City must provide the Union with access to the City's new employee orientations. The City will provide not less than 10 days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable. The structure, time, and manner of the Union's access will be determined by mutual agreement, subject to the requirements of California Government Code section 3557. The City must not disclose the date, time, and place of the orientation to anyone other than the City's agents involved in the new employee orientations, the employees, the Union, or a vendor contracted to provide a service for purposes of the orientation.**
- B. The City agrees to provide the Union with an equal opportunity to make presentations to new employees during the City's New Employee Orientation Program. These presentations will not exceed one-half (1/2) hour, and will be restricted to employees in job classifications represented by the Union. The Union will be given **advance notice when practically possible of all** New Employee Orientation meetings. Only the Union and no other employee organization will be provided with the opportunity to make presentations to employees in job classifications represented by the Union.
- C. The Union will be provided with a list of those employees required to attend and those who attended orientation. The Union will also be provided with the number of employees required to attend the orientation prior to the date of the orientation.

ARTICLE 48: Executive Board Meetings

The City agrees to release the Union's elected Executive Board Members on City time to attend the Union's Executive Board meetings.

ARTICLE 49: Employee Organizational Leave

A total of sixteen (16) hours of paid release time, per fiscal year, excluding travel time, is authorized for the Union trustee representative for the purpose of attending San Diego 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 50: Availability of Data

- A. Biweekly, the City will provide an electronic file containing information on newly-hired employees within the Union's recognized bargaining unit(s) in accordance with state law.**
- B. The City will make available to the Union necessary and relevant information pertaining to employment relations as set forth in this MOU or applicable law.
- C. Such information shall be made available during regular office hours. Materials presently supplied to the Union at no cost shall continue to be supplied at no cost.
- D. 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 will not be made available in a form that discloses the identity of the source.
- E. The City agrees to inform the Union in writing anytime when an employee represented by the Union retires from the City, giving the name, job classification and date of retirement. This information will be provided to the Union as early as is legally possible. The parties agree to meet to discuss and implement the most feasible method of providing this information.
- 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 its customary format.
- G. An authorized representative of the Union shall be allowed to review an employee's records upon the employee's written authorization.
- H. The City will respond, within a reasonable period of time, to information requests from the Union which are relevant and necessary and do not seek privileged or confidential information including but not limited to the following bargaining unit information:

EE ID#	Class
Last Name	Class Description
First Name	Department - Personnel Area
Middle Initial	Department Description
Sex	Deduction Code
DOB	Deduction Title
Hourly Weekly (Standard Hours Code)	Deduction Amount
Bargaining Unit	Deduction Taken
Bargaining Unit Description	Begin Date Deduction
Hire Date	Mail Station
Payrate	

End Date Deduction
Standard Hours
Address Line1
Address Line2
Address Line3
Address Line4
City
State
Zip Code
Area Code

Phone Number
Personnel Sub Area
Personnel Sub Area Description
Contract
Organizational Unit
Organizational Unit Description
Organizational Unit Address 1 and 2
Shift
Gross Pay
Email Address

ARTICLE 51: Grievance Procedure

A. Policy

1. Employees have the right to file grievances without jeopardizing their positions.
2. Employees may represent themselves or select a Union representative to represent them at any or all steps in the Grievance Procedure.
 - a. The employee has the right to the assistance of a Union 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 grievance hearings. In the last three steps of the Grievance Procedure, an additional non-City employee may, at the discretion of the employee, represent the employee.
 - c. Notwithstanding any other provision of this MOU, an employee may not select as a representative, a supervisor in the employee's chain of command or a higher ranking supervisor. This does not preclude Stewards or officers of the Union from representing an employee in a grievance.
3. Grievances may be initiated by the employee, or by the Union on the employee's behalf. If an employee chooses to have representation on a grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of this MOU or wages, hours, and working conditions, such representation must come from the Union.
4. The employee's or the Union's first contact regarding job and working conditions is with the immediate supervisor. Supervisors shall attempt to settle grievances informally at this level.
5. A grievance will normally be presented and processed on City time, and a grievant attending a grievance meeting on **their** own behalf on City time will not lose pay. In scheduling the time, place and duration of any grievance meeting, the employee, a Steward or Union Representative and the City will give due consideration to all the participants' responsibilities in the essential operations of the department. The City

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.

6. Waivers and Time Limits

- a. Failure by the City to reply to the employee's grievance within the time limits specified 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, such failure without an excuse approved by the appointing authority shall entitle the City 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 (2) meetings on the same grievance without an approved excuse automatically terminates that 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 (24) hours notice of the hearing.
7. The City shall provide the Union with copies of all grievances regarding this MOU filed by employees, within the Union's Bargaining Units, who choose to represent themselves, within five (5) working days.
8. The Union 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 Union reasonably feels that it or an employee has suffered immediate and irreparable harm, the City and the Union agree that the Union shall directly contact the Human Resources Department to seek a resolution prior to pursuing remedies outside the City. If the Human Resources Department fails to address cases of immediate and irreparable harm within a reasonable period of time, the Union may initiate action outside the City. Utilization of this procedure shall be deemed to exhaust the Grievance Procedure.

B. 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 policy 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 shall not preclude employees or their representatives from consulting with the City about the practical consequences such actions 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 MOU are not grievable and shall not 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 is obviously designed to thwart orderly processing or if the grievances are patently irrelevant, or incomprehensible, such grievances shall be rejected as non-grievable. Such rejection shall be grievable.
4. Wherever applicable, the term “working days” means the actual work days of the individual on whom the time limits are imposed.

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, the City shall:
 - i. Supply the employee with the necessary information to process the grievance to the proper agency or authority.
 - ii. Advise an employee when any matter under submission is determined by the City as not grievable according to the definitions in Section II above. The “grievance” paperwork submitted by the employee shall be returned to the employee along with a memorandum explaining why the matter is not grievable and what alternative procedures, if any, the employee may follow to process **their** complaint. A copy of this “grievance” shall be forwarded to the Union. If a grievance is determined to be not grievable, that decision may be grieved. A decision favorable to the employee or the Union in this latter grievance shall serve to reinstate the original grievance in whole.
 - iii. At the request of the Union, a fourth (4th) step hearing will be conducted to discuss the reasons for finding that a grievance is not grievable. The decision at the fourth step may be appealed to the fifth step for final resolution.
- b. When a group of identical grievances develop, only one (1) grievance form shall be submitted. The grievants may select not more than two (2) spokespersons who thereafter will be their representative “grievants”. The acceptance of the decision by the spokespersons at any step (or final decision) 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.

- d. If the grievance is between the employee and any supervisor, the initial step may be to the 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 the Union. 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 the Union.

2. Steps

Step 1: At the employee's or the Union'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 (5) working days to the employee and the Union representative. If the grievance is presented in writing, the procedure is formal and the answer must be given in writing within five (5) working days after submission.

Step 2: If the problem cannot be solved at Step 1, the employee or the Union may present the complaint in writing to the second level supervisor (if not done at Step 1) within five (5) working days. Within five (5) working days of the receipt of the grievance, a hearing shall be held and the Management representative shall give written decision to the employee and the Union representative.

Step 3: If the problem is not resolved at Step 2, the employee or the Union may submit the grievance to the division head within five (5) working days. Within 10 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 the Union representative. In smaller departments, this step is deleted.

Step 4: If the dispute is not solved in Step 3, the employee or the Union may present the grievance to the department head within five (5) working days. Within ten (10) working days of the receipt of the grievance, a hearing shall be held and the department head (or designee) shall give a written decision to the employee or the Union representative. The designee cannot be an individual who previously heard the grievance at a lower level. 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 the Union may request a further hearing, which at the discretion of the City will take place before the Civil Service Commission, on matters over which the Commission has authority, or before the Human Resources Director or his designee, by submitting the grievance within five (5) working days. 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 employee organization, prior to the date set for the Commission hearing. The grievance may be settled during such fact finding hearing, if a mutually acceptable solution is developed. The decision of the Commission shall be issued at its next regularly scheduled meeting following the hearing by the Personnel Director. In grievances answered by the Human Resources Director, a hearing shall be held and a written response given within ten (10) working days from the date of receipt of the appeal from the fourth step. The employee or the Union may only request a hearing before the Civil Service Commission, in matters solely involving Civil Service Rules or the Personnel Manual.

Step 6: Grievances arising out of the disagreement on interpretation or application of this MOU shall follow the City-wide Grievance Procedure. The Union may formally request to continue the grievance, not later than ten (10) days following receipt of the answer at the final step of the Grievance Procedure (provided it was heard by the Human Resources Director or his/her designee), by serving written notice upon the City. The grievant may pursue either a hearing before the City Council or non-binding arbitration. For a hearing before the City Council, the City will refer the grievance to the City Council for hearing and decision. For non-binding arbitration, the parties will use the Semptra Energy's SDG&E model as a foundation for implementation.

3. The City will ensure that grievances are properly handled in a timely manner and that any abuses of this Grievance Procedure are expeditiously corrected.

ARTICLE 52: Disciplinary Actions and Appeals

- A. The employee may appeal the placement of any disciplinary action in **their** official Personnel file by submitting an appeal letter within ten (10) working days of the employee being notified of any disciplinary action copied to the employee's official Personnel file. As soon as possible after receiving the appeal letter, the Department Head or designee will schedule a hearing on the matter to serve as an objective Hearing Officer. The employee is entitled to representation at such hearing as specified under Article 45, Section A. This appeal presentation should contain pertinent details of the basis for the appeal. The Hearing Officer will make a decision within ten (10) working days as to whether the disciplinary action will be upheld, reduced, or dismissed. This decision shall be final and conclude the appeals process for all non-property-rights disciplinary actions. It is mutually agreed that performance reports that meet standards are not eligible to be appealed but may be reviewed in accordance with City's Personnel Rule, G-7A section VII B (2) which states:

*"Employees may not appeal evaluations received during Supervisor-Employee Conferences. When employees have concerns about evaluations other than Supplemental Performance Reports, the Department Head should designate someone, other than the rater or reviewer, to meet with the employee and **their** representative in an attempt to resolve any differences or dissatisfaction. These reviews may result in changes being made to the evaluation, but are not to be considered an appeal of the evaluation. In addition, employees may attach rebuttal information to the evaluation if they disagree with any part of the evaluation."*

- B. Disciplinary actions shall remain a permanent part of the employee's official Personnel file, with the exception of the following:
1. When the employee has appealed the placement of a document in **their** file and the appeal has been upheld by the designated Hearing Officer.
 2. When a disciplinary action has been appealed to the Civil Service Commission in accordance with the appeal rights provided in Civil Service Rule XI and the Commission has directed that such record be removed from the employee's official Personnel file.
- C. The City and the Union ascribe to the principles of just and progressive discipline where warranted and appropriate. These principles include:

Performance Related Matters

1. Performance Plan
2. Verbal Counseling
3. Written Counseling
4. Performance Evaluation
5. Reduction in Compensation
6. Demotion
7. Termination

Misconduct Issues

1. Verbal Warning
2. Written Warning
3. Reprimand
4. Suspension
5. Reduction in Compensation
6. Demotion
7. Termination

While these progressive steps are available, severity of the problems, circumstances and supervisory judgment dictate which disciplinary measure is appropriate.

- D. The City Personnel Department and the Appointing Authority shall keep and maintain an official personnel file for employees, which shall contain all information relative to the employee.

E. Reprimands

Reprimands without further related misconduct more than two (2) years old, and those with additional related misconduct more than three (3) years old, will be destroyed, from the employee's official Personnel file, and will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to disciplinary actions when such documented violations show patterns of specific similar misconduct. Upon request of the employee, such reprimands will be destroyed from the employee's official Personnel file on this basis. However, in the event that an employee fails to make such a request, on discovery by the City any reprimand will be destroyed in accordance with this provision.

F. Written Counselings and Written Warnings

Written counselings and written warnings more than one (1) year old will be destroyed from the employee's official Personnel file and will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to disciplinary actions when such documented violations show patterns of specific similar performance or misconduct. Upon request of the employee, such written counselings and written warnings will be destroyed from the employee's official Personnel file on this basis. However, in the event that an employee fails to make such a request, on discovery by the City any written counseling or written warning will be destroyed from the employee's official Personnel file in accordance with this provision.

An employee will have an opportunity to rebut any detrimental material which is placed in **their** official Personnel file by having a letter of rebuttal attached to the detrimental material.

Upon request, an employee is entitled to a copy of specific materials placed in their current official Personnel file. An employee will receive a copy of any material placed in their file at the time the material is placed in the employee's official Personnel file.

An employee's supervisor may maintain a working file of job related information on an employee. Any detrimental information will be discussed with the employee during counseling or performance evaluation sessions. Formal disciplinary records will be maintained in the Personnel Department. Both the City and the Union agree that an employee's failure to challenge any material in such file does not justify the conclusion that the employee is in agreement with any such material.

G. Supplemental Performance Reports

Issuance of Supplemental Performance Reports which are not resolved by the Department Head or designee may be appealed by the employee to the Personnel Director. The Personnel Director will accept and take action on such appeals only when the employee has a valid complaint that:

1. The employee was not rated by the first-line (immediate) supervisor; or
2. The Employee Performance Report was not discussed with the employee; or
3. The evaluation was changed without the employee's knowledge; or
4. The Performance Plan was not discussed with the employee when the employee first began a job or when the plan was revised due to changes in the job.

If an appeal is accepted, the Personnel Director will investigate the facts and consult with all concerned before a change, if any, is made in the rating.

Supplemental Performance Reports which are not resolved by the Department Head or designee may be appealed to the Human Resources Director or designee only if the rating was based on incidents that occurred outside of the rating time period.

H. Skelly Rights

The City agrees to observe the "Skelly" or property rights of employees in disciplinary actions. When the City disciplines a permanent employee in the form of a suspension, reduction in compensation, demotion, or termination, the City agrees to provide advance written notice and an opportunity to respond to the Appointing Authority proposing the discipline. The employee will be given a reasonable opportunity to obtain representation and will be provided with the factual basis and pertinent documents for the discipline. The employee will be permitted to have one (1) City employee and one (1) non-City employee as representatives at the Skelly hearing.

I. Reduction in Compensation

The compensation of any employee of the City may be reduced a maximum of two (2) steps within the **wage** range of that employee's current classification. Such reduction in compensation may be put into effect upon finding that the employee's performance does not meet standards for the employee's classification and/or position.

It is the intent of both parties that a reduction in compensation is an intermediary step, normally proceeded by progressive discipline and may normally precede more severe disciplinary action.

1. Procedure for Reduction in Compensation

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

- a. The employee is placed on a ninety (90) day Supplemental Performance Report.
- b. Upon being notified of the proposed action to reduce the employee's compensation, such employee shall, within five (5) working days, have the right to respond in writing to the Appointing Authority.
- c. After giving due consideration to the information provided by the employee, the Appointing Authority may elect to reduce the compensation of such employee.
- d. At the time the employee is notified of such action, the employee will be informed of their representation and appeal rights.
- e. The reduction in compensation may be in effect for up to six (6) months of active duty. At the end of that time the employee shall be reinstated to the previous **wage** step in the job classification or some other type of disciplinary action shall be taken.
- f. At the end of ninety (90) days the employee's job performance must be reevaluated by the Appointing Authority. If the employee's performance does not meet standards the reduction in compensation may continue. If the employee's performance meets standards, the employee will be reinstated to the previous **wage** step in the job classification.

2. Appeal of Reduction of Compensation

Within ten (10) working days of receipt of notice of reduction in compensation, an employee may file a written appeal with the Human Resources Department. The decision of the Human Resources Director or designee will be final.

- J. Except for the appeal process for reduction in compensation as stated above, members of the unit shall have all appeal rights currently provided in Civil Service Rule XI.
- K. Unless there are extraordinary and extenuating circumstances approved by the Labor Relations Office in advance, the City shall serve advance notice of any written disciplinary action within thirty (30) calendar days of the conclusion of the investigatory process. Any approved delays must be communicated to the Union to include the extraordinary and extenuating reason(s) and an updated completion date. The Union may grieve violations of this provision directly to the Human Resources Department's Labor Relations Office. Once an appeals process has concluded, a final notice to adverse action shall be served within ten (10) working days. Upon request from the Union, the Human Resources Director may decide to reduce or dismiss the level of disciplinary action if it is determined delays were not based on a legitimate reason.
- L. The use of Last Chance Agreements (**Conditions of Continued Employment**) is recognized by the City as a possible alternative to termination of employment in select cases. Consideration by the City of this alternative will be conducted in a fair and equitable manner. When the City agrees to a Last Chance Agreement (**Conditions of Continued Employment**), the agreement shall be fully binding.
- M. The primary responsibility for conducting an administrative investigation and any resulting advance notice of disciplinary action 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 Advanced

Notice. Exceptions may be granted by the Human Resources Director and must be received in writing within five (5) working day of receipt of the advance notice.

ARTICLE 53: Equal Opportunity Policy

- A. The parties mutually recognize and agree to fully protect the rights of all employees in the Bargaining Units represented by the Union to join and participate in the activities of the Union, or not to join and participate in such activities, 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 provisions of this MOU shall apply equally to all covered employees without favor or discrimination based on any of the protected classes or categories listed in the City's Equal Employment Opportunity (EEO) Policy – Annual Statement, or because of political or religious opinions or affiliations. In interpreting these terms, the City is bound by state and federal law.
- D. The Union agrees to support affirmative action and equal opportunity plans and policies promulgated in accordance with procedures established by the City Council as consistent with state and federal law.
- E. If an employee files a complaint with the state or federal authorities, the City shall cooperate fully with that agency if an investigation is conducted.

ARTICLE 54: Rest Periods

- A. The City endorses 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. The following guides are established to assure that rest periods will be properly controlled and that maximum benefits will be derived from them. These guides also extend to personnel working on an overtime schedule.
 - 1. Two fifteen (15) minute rest periods (including “travel time” if the employee leaves the work area) may be allowed during each eight (8) hour work day (“travel time” means pedestrian travel or travel in the employee’s private vehicle). Subject to work assignments and departmental requirements, a rest period or a meal break should be allowed near the end of each two (2) hour period of work.
 - a. Employees who work more than ten (10) hours per day are entitled to a third rest period of fifteen (15) minutes duration. Employees who work twelve (12) or more hours per day are entitled to a third rest period of thirty (30) minutes duration.
 - b. Certain constant staffing positions may be exempt from the third rest period. In no case shall an employee working more than ten (10) hours be provided more than a third break.
 - 2. Since the purpose of granting rest periods is to give relief from mental or physical fatigue, and consequently, to improve productivity, the following practices are not allowed:

- a. Combining two (2) daily rest periods into one thirty (30) minute period;
 - b. "Saving" rest period time to justify extended lunch hours or shortened work days;
 - c. Accumulating rest period time from day to day; or
 - d. Applying rest period time to compensatory or other time off, or in the considerations or computations concerned with overtime compensation.
- C. Subject to work assignments and departmental requirements, Department Heads are authorized to provide rest periods for employees within the limits of the policy outlined above.

ARTICLE 55:

Hours of Work, Shift Reassignments and Work Schedules

A. Shift Reassignments and Work Schedules

1. The City has the right to modify existing schedules and/or create new schedules during the term of this MOU. The City will notify the Union at least ten (10) working days in advance of its intent to modify schedules. Upon request by the Union prior to implementing the new schedule, will meet and confer for a reasonable period of time and implement changes only upon agreement or after an impasse opportunity. Except in circumstances beyond control of the City, all employees in the units represented by the Union shall receive at least five (5) working days' notice prior to a permanent or extended shift change, or a permanent or extended work schedule change. The City will normally use seniority as the first and principal factor in such assignments. However, other factors may also be considered such as performance problems, disciplinary issues, physical ability, punctuality, attendance and specialized skills and experience. If a change is ordered out of seniority, the City will discuss and explain its reasons with the Union if requested. Grievances related to seniority issues may be made directly to the Department Head or designee.
2. The City agrees that the standard work schedule for General Services is five (5) days per week and eight (8) hours per day. The parties have agreed to an alternate work schedule of 36/44 hours biweekly, in addition to a 4/10 schedule in the Communications Division. The Print Shop, Fleet **Operations Department**, and Street Divisions will continue with their existing alternate work schedules. All agreements on work schedules will remain in effect unless the parties mutually agree to a different schedule or the City modifies a work schedule based upon operational efficiencies, productivity or enhanced customer service. The City agrees that shift and work schedules shall not be changed back and forth on an irregular basis for the sole purpose of avoiding overtime. This does not preclude the City from exercising its right to evaluate its responsibility to allocate resources, staff and material in an efficient manner which may result in irregular schedules such as split shifts, etc.
3. The Parties agree to a four day, ten (10) hours per day weekly work schedule (4-10) for Facilities
4. All 127 employees must participate in the 4-10 schedule, except employees assigned to the City Administration Building (CAB) or the City Operations Building (COB). Any exceptions are at the discretion of management.

- a. All employees will be expected to conduct personal business on their Regular Day Off (RDO) with exception for emergency situations.
 - b. Employees will choose between having Monday or Friday as their RDO. This will be done by seniority within the trade.
 - c. No more than half of each trade can be off on either Monday or Friday. There has to be members of each trade at work Monday thru Friday. Leave requests must be submitted at least five (5) working days in advance of the requested time off (Personnel Manual, Index Code I-1, Section III, C).
5. The parties agree to refer issues related to irregular changes in work schedules or shifts **to the Labor Management Committee**.

B. Hours of Work

1. Employees covered by this MOU shall normally work a five (5) day, forty (40) hour work week. The City agrees to meet and confer at the request of the Union on any changes to the current forty (40) hour work week schedule.
2. A normal work day shall normally consist of eight (8) consecutive hours not including time for lunch.
3. This does not preclude the City from using a four (4) day, ten (10) hour per day weekly work schedule or a similar modified work schedule. Employees who are scheduled to work a shift of nine (9) or more hours on a fixed City holiday, shall be credited with one (1) or more additional hours of floating holiday time respectively for use on that holiday.
4. Except for emergency situations, as defined in Personnel Manual Index Code H-4, II (B) 1-4, employees may not work more than sixteen (16) hours per day.
5. The parties agree to refer to the Labor Management Committee issues related to overtime and limitations on consecutive hours of work. During the term of this MOU, the parties agree to study the hours of work relating to extended shifts and how the following day's schedule will be administered and accounted for. Specifically, the study will look at if an employee is required to work sixteen (16) or more hours in any given workday, what is an appropriate rest period between shifts and a determination on the utilization of paid leave or changing shifts in conjunction with the rest between shifts.

ARTICLE 56:
Employee Rights

- A. It is agreed that neither the City nor the Union shall discriminate against any employee because of race, national origin, age, sex, gender identification, sexual orientation, disability (as defined by the Americans with Disabilities Act) or Union membership or activity, or for any other unlawful reasons. It is further agreed that no employee will be discriminated against because of exercising **their** rights specified in the City Council Policy 300-06 and this MOU. The Union and Management agree that they support the current policies of the City as to affirmative action and equal employment opportunity.
- B. No employee shall be compelled to submit to a polygraph examination against **their** will. No disciplinary action or other retaliation shall be taken against any employee refusing 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.

- C. Requests by any departments to conduct covert video surveillance for the purpose of documenting misconduct must be submitted to the Human Resources Director for review and approval before any surveillance is started.
- D. Employees have the right to expect professional supervision free of undue and/or unfair harassment.

ARTICLE 57: Citizen Complaints and Route Slips

Employees will be notified of any citizen complaint or route slip, or claim against the City in which they are identified by name or in which they can be identified by the City from the information received. In the case of claims against the City, Risk Management will have ten (10) working days from the date the claim is received to notify the respective department. The department will then have ten (10) days from the date they receive notification from Risk Management to authenticate the claim and forward such authentication to the Union. The City shall be obligated to provide the necessary information related to any citizen complaint, route slip, or claim to authenticate the complaint and forward such authentication to the Union within ten (10) days from when the respective department received the complaint or route slip. The City may redact the citizen's name from the complaint. If the complaint is resolved in the employee's favor, the complaint, together with all related documents, shall be removed immediately from the employee's personnel file(s), unless the employee requests in writing that the document be retained.

ARTICLE 58: Transfers

Transfers shall be revised to permit employees who do not meet performance standards to be placed on transfer eligible lists. It is the responsibility of the Appointing Authority to verify an employee's performance through the employee's current department or by reviewing the employee's personnel file prior to making a selection.

ARTICLE 59: Incident Reports

- A. The Union and the City agree to refer whether obsolete **incidents** reports should be sealed from an employee's file to the Labor Management Committee for resolution.
- B. Employees involved in **incidents** determined to be "non-preventable" shall not be subject to any penalty.
- C. Only AFSCME Local 127 has the right to choose a representative on the **Incident** Review Board and a representative on the **Incident** Review Committee. The representative cannot be a party to, or subject of, a review.

ARTICLE 60: Probation

- A. Probationary employees in classifications represented by the Union shall normally receive **the notice of probationary failure at least five working days before the date of dismissal**, either through the performance report or other written notification.
- B. Probationary employees and permanent employees serving a probationary period may use the grievance procedure in accordance with Article 51.

ARTICLE 61: Vacancies

The City will normally use seniority as the first and principal factor in reassigning employees within a classification within a division. However, other factors may also be considered such as performance, disciplinary reasons, physical ability, punctuality, attendance, **license requirements** and specialized skills and experience. If a vacancy is filled out of seniority, the City will discuss and explain its reasons with the Union.

ARTICLE 62: Apprentices

- A. Upon successful completion of the Apprenticeship Program, seniority in the journey level class shall be retroactive to the date of hire as an apprentice for the purposes of shift assignments, station transfers, and other intra-departmental purposes.
- B. Apprentices required to attend school or enroll in correspondence courses as part of their required training shall not be required to use this program to pay tuition or enrollment fees. All fees, including the cost of required books and supplies and any other fees required by the State of California, state-approved agency, or the City for participation in the Apprenticeship Program shall be reimbursed in full by the City to the employee at the time of enrollment. If the apprentice fails or does not satisfactorily complete the course, the cost of the books and supplies must be repaid to the City.
- C. Apprentices will receive City mileage reimbursement when required to attend courses required as part of their Apprenticeship Program. Mileage will be calculated based on the round-trip distance between the worksite and school or actual distance traveled, whichever is less.
- D. The City recognizes that the Apprenticeship Program is an effective EEO tool to bring people into the skilled trades, who have traditionally been excluded.

ARTICLE 63: Department Work Rules

The City agrees to make available to the Union current written Departmental policies and instructions. When reasonable, additional Departmental policies and instructions are developed and published, the City will make copies to the Union and employees. All policies must be uniformly applied. However, the obligation to make copies of current and future Departmental policies and instructions available does not extend to policies which describe confidential or security procedures.

ARTICLE 64: Limited Appointments

- A. The City 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. The City 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 special leave without pay.
- B. The Union and the City agree to discuss the use of limited and hourly employees at the Labor Management Committee.

ARTICLE 65: Refuse Collection Incentive System

Manual, recycling, greenery, and refuse collection crews after they have completed their assigned collection routes, may be released by their supervisors a maximum of one (1) hour prior to the end of the shift. Crews shall be paid for the entire shift after all of the following duties have been completed: the section's daily collection assignments, any service requests that have been received, and all employee post trip requirements, including fueling, cleaning, and reporting any mechanical problems to a Master Fleet Technician. Each crew may not be released early if "help" is required to complete any other collection assignment remaining as a result of unusually heavy set outs, seasonal requirements, labor or equipment availability, effects of natural forces, traffic or other unforeseen causes. This includes "help" on other routes, service requests, seasonal collection programs, etc. Routes are designed based on target average tonnages. When unavoidable shortages of equipment or personnel occur, crews are expected to complete collection of all refuse routes assigned for the day.

ARTICLE 66: Appearance Guidelines

- A. All City employees shall maintain a professional appearance through appropriate attire reflecting the specific requirements of **their** job duties.
- B. All employees shall report to work in clean clothing.
- C. Each employee shall maintain an inoffensive level of personal hygiene.
- D. Each employee shall wear any required **Personal Protective Equipment** .
- E. For office personnel, shorts, tank or midriff tops, see-through clothing and flip-flops or thongs are inappropriate.
- F. For office personnel whose job assignments include contact with the public, sweat or jogging outfits or T-shirts of any kind are inappropriate.
- G. Field personnel shall wear full shirts and pants or approved shorts, as well as sturdy, enclosed shoes for safety reasons. For field personnel, inappropriate apparel includes tank or midriff tops, see-through clothing and cut-off shorts.
- H. Hats, shirts, and jackets are not to include references to alcohol or drugs, contain sexually explicit language, contain profane language, or, in the reasonable judgment of the supervisor, be inappropriate **or** unprofessional for a field employee **to wear**.

- I. 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.
 - 4. An offensive level of personal hygiene which results from an employee performing **their** duties during the work shifts.
- J. These guidelines establish minimum standards normally applicable. They will be reasonably applied in order to accommodate various situations that are not susceptible to individual enumeration.
- K. No disciplinary action may be taken when a violation of this dress code agreement is caused by the performance of the employee's duties during the work shifts.
- L. A reasonable amount of time will be given to employees to clean-up and change their clothing to conform with the Appearance Guidelines, whenever extraordinary circumstances dictate.

ARTICLE 67: Layoffs

A. Employment Opportunities After Layoff

If employees represented by the Union are to be laid off, the City will make its best efforts to find alternative City employment for those employees affected. The City will attempt to find alternative City employment as close as possible to the employee's current **wage** level provided the employee meets the minimum qualifications for the alternative employment.

B. Layoffs will be done in accordance with the following:

Personnel Regulations, Civil Service Rule V, Layoff and Reemployment
Personnel Manual, Index Code E-2, **Re-Employment Lists**
Personnel Manual Index Code E-3, **Reinstatement**
Personnel Manual Index Code L-5, Separation and Disciplinary Action-Layoff

ARTICLE 68: Other Provisions

- A. The following Personnel Manual sections, Administrative Regulations, and other official regulations are included in this MOU as if fully set out at this point. The provisions of any documents which affect wages, hours, and other terms and conditions of employment which would otherwise be subject to meet and confer, will not be changed.
 - 1. Personnel Manual Regulations Index Codes
 - a. [G-7A, Employee Performance Review Program](#)
 - b. [H-1, Bilingual Pay](#)
 - c. [H-2, Holidays](#)
 - d. [H-3, Out-of-Class Assignments](#)
 - e. [H-4, Overtime Compensation](#)

- f. [H-5, Salary Status of Part-Time Employees](#)
 - g. [I-2, Annual Leave](#)
 - h. [I-9, Court Leave](#)
 - i. [L-5, Layoff](#)
 - j. [M-1, Apprenticeship Training](#)
2. Administrative Regulations
- a. [63.00, Industrial Leave](#)
 - b. [70.30, Tuition Refund Plan](#)
 - c. [75.12, Vehicle and Industrial Incident Review, Reporting, and Discipline Program](#)
 - d. [95.01, Overtime Compensation](#)
 - e. [95.60, Conflict of Interest and Employee Conduct](#)
 - f. [95.89, Parental Leave](#)
 - g. [95.90, Unused Sick Leave and Accrued Annual Leave Reimbursement](#)
 - h. [95.91, Employee Rewards and Recognition Program](#)
 - i. [97.00, Substance Abuse Policy](#)
 - j. [97.10, Threat Management Policy](#)
 - k. [97.20, Weapon-Free Workplace Policy](#)
3. Other Agreements
- a. [Interim Death and Disability Benefits Plan](#)
 - b. [Water Systems Technician II without Water Distribution Operator Certification](#)
 - c. [Amendments to the Supplemental Pension Savings Plan Supplemental Pension Savings Plan-II](#)
 - d. [Miramar Landfill Closure on Sundays and Summer Holidays in Environmental Services Department, Disposal and Environmental Protection Division](#)
 - e. [Regarding Career Advancement of Sanitization Driver I to Sanitation Driver II CDO](#)
 - f. [Collections Services Division Open Route Bidding Process](#)
4. Other Regulations and Procedures
 Civil Service Rule V, Layoff and Reemployment
 Long Term Disability Plan (on file with the Office of the City Clerk)
 Smoking Policy (on file with the Office of the City Clerk)
 Council Policy 300-06, Employee-Employer Relations

- B. The City agrees to develop a procedure for liberty interest hearings during the term of this MOU.

ARTICLE 69:

Overpayments to City Employees and Repayment of Funds

A. Overpayment

If it has been discovered that an overpayment or 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.

If the employee contends that any portion or the entire amount is not owed, **they** shall be entitled to 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 department will notify the employee that **they** shall be entitled to have a Union representative attend such meeting(s) with him or her. If the dispute regarding overpayment arises from the interpretation of a personnel regulation or administrative regulation, the employee shall be entitled to grieve this matter directly to the Department Head level.

B. Repayment of Funds

An employee will pay no penalties, fees or interest as a result of the overpayment. In the event the employee elects to repay the alleged overpaid funds, the employee shall have the right to select one of the three following options for the repayment of the funds:

1. Lump sum payment with the date mutually established by the employee and the department;
2. Biweekly installment payments through payroll deduction (installment payments must be a minimum of ten dollars (\$10) and repayment must be completed within twenty-six (26) pay periods);
3. Any other repayment arrangement mutually agreed upon between the City and the employee **are not to exceed a repayment plan of five calendar years.**

The final agreement on the repayment will be committed to writing, with the lump sum payment date, or the biweekly amount and the beginning and ending date of the installment plan identified. 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 reports; discipline or any other personnel matter(s).

C. Referral to Collections

A department may refer an employee to the 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. 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.

If an employee leaves City employment with an outstanding repayment plan, the employee will be invoiced for any remaining balance owed. Separated employees who wish to apply for payment plan options can contact the City Treasurer. See Administrative Regulation 63.30.

<https://www.sandiego.gov/sites/default/files/legacy/humanresources/pdf/ar/ar6330.pdf>

**ARTICLE 70:
Volunteers**

- A. The City's Volunteer Program is governed by City Council Policy 300-01 dated February 12, 1996.
- B. For the purpose of this Article, a volunteer is defined as an individual(s) who offer themselves for some service or undertaking without being offered any remuneration by the City.

- C. In accordance with City Council Policy No. 300-01, the City will continue to optimize the use of volunteers where it is economically feasible, and in the best interest of the public by supporting the development of volunteer opportunities throughout the City. Unless the parties meet and confer during the term of the MOU subject to Article 10, volunteers are to be utilized only to supplement and complement the work performed by bargaining unit employees and without decreasing bargaining unit work or displacing existing bargaining unit employees.
- D. Parties understand that departments participating in the City's Volunteer Program shall utilize volunteers to perform a number of tasks necessary to support volunteer programs. Projects performed by volunteers include the following:
1. Community Beautification Projects
 - a. Litter abatement
 - b. Painting
 - i. Facility wall murals
 - ii. Painting
 - c. Mowing small areas in between City's mowing schedule (e.g. cricket mound)
 2. Community Recreational Events
 - a. Golf marshalling
 - b. Special event grounds preparation
 3. Open Space Parks Habitat Support
 - a. Habitat restoration (e.g. non-native plant removal)
 - b. Trail maintenance (e.g. brush management, bridge repairs)
 - c. Litter abatement
 4. Water Reservoirs and Watershed and Resource Protection Support
 - a. Litter abatement and general upkeep of the facilities in partnership with I Love A Clean San Diego and Friends of Lake Murray.
- E. City agrees to strive to supervise volunteer work assignments which require minimum qualifications.

ARTICLE 71: Discretionary Leave

- A. During the term of the MOU, all full-time employees will receive twenty-four (24) hours of discretionary leave for use during each fiscal year of this MOU and the discretionary leave identified in this Section has no eligibility requirements except as set forth in this Section. Three-quarter time employees will receive eighteen (18) hours of discretionary leave for use during each fiscal year of this MOU. Half time employees will receive twelve (12) hours of discretionary leave for use during each fiscal year of this MOU.

- B. Each employee will schedule **their** discretionary leave hours in the same manner as annual leave is presently scheduled pursuant to the departmental annual leave guidelines.
- C. All leave granted under this Article must be used by June 30 of each fiscal year, or it will be forfeited.
 - 1. Section C above does not amend, modify or alter any discretionary leave that may be granted under Administrative Regulation 95.91, Employee **Rewards and Recognition** Program.

ARTICLE 72: Paid Sick Leave for Hourly Employees

- A. This Article applies to hourly employees, regardless of classification, who receive no paid annual leave or other paid leave. The City intends to provide these employees with a paid sick leave benefit, consistent with the paid sick leave benefit provided by the State of California **Assembly Bill 1522 (AB 1522), which enacted the Healthy Workplaces, Healthy Families Act of 2014, set forth in California Labor Code sections 245 through 249, and codified in SDMC section 23.1112.** These employees, referred to as Eligible Employees in this Article, are entitled to **Earned Sick Leave codified in SDMC sections 39.0101 through 39.0106. Eligible Employees who receive Earned Sick Leave will not receive additional leave under AB 1522, provided the Earned Sick Leave satisfies the requirements of AB 1522. This paid sick leave benefit for Eligible Employees will be referred to in this Article as “Paid Sick Leave for Hourly Employees” or “Paid Sick Leave.”**
- B. Eligible Employees will accrue **Paid Sick Leave** at a rate of one hour for every 30 hours worked, up to a maximum accrual of **80** hours.
- C. Eligible Employees begin accruing **Paid Sick Leave** at the commencement of employment, **or on July 11, 2016, whichever is later,** but may not use the accrued leave until the **90th calendar day following commencement** of employment. **After the 90th calendar day of employment, an Eligible Employee may use Paid Sick Leave as it is accrued, up to the maximum number of hours set forth in paragraph E below.**
- D. Under this Article, the 12-month period in which an Eligible Employee may accrue and use **Paid Sick Leave** is defined as the City's fiscal year.
- E. Upon **the Eligible Employee’s verbal** or written request, **they** may use up to **40** hours of **Paid Sick Leave** in any fiscal year for **any of the following reasons:**
 - 1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, the Eligible Employee or **Family Member**; or
 - 2. If the Eligible Employee is a victim of domestic violence, sexual assault, or stalking, taking time off from work to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; obtain or attempt to obtain any relief, including a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or **their** child; seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtain psychological counseling services related to an experience of domestic violence, sexual assault, or stalking, or participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

3. The Eligible Employee is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the Eligible Employee.
4. The Eligible Employee's absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the Eligible Employee.
5. The Eligible Employee's absence is for other medical reasons of the Eligible Employee, such as pregnancy or obtaining a physical examination.
6. The Eligible Employee is providing care or assistance to a Family Member, with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical condition.
7. The Eligible Employee's absence is for the Eligible Employee's use of Safe Time. (Safe Time means time away from work that is necessary due to Domestic Violence, Sexual Assault, or Stalking, provided the time is used to allow the Eligible Employee to obtain for the Eligible Employee or the Eligible Employee's Family Member one or more of the following:
 - a. Medical attention needed to recover from physical or psychological injury or disability caused by Domestic Violence, Sexual Assault, or Stalking;
 - b. Services from a victim services organization;
 - c. Psychological or other counseling;
 - d. Relocation due to the Domestic Violence, Sexual Assault, or Stalking; or
 - e. Legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the Domestic Violence, Sexual Assault, or Stalking.)
8. The Eligible Employee's place of business is closed by order of a public official due to a Public Health Emergency. (Public Health Emergency means a state of emergency declared by any public official with the authority to do so, including officials with the City, the County of San Diego, the State of California, or the United States government.)
9. The Eligible Employee is providing care or assistance to a Child, whose school or child care provider is closed by order of a public official due to a Public Health Emergency.

F. Under this Article, Family Member means the Eligible Employee's child (biological, adopted, or foster child, stepchild, legal ward, **child of spouse, child of domestic partner**, or child of Eligible Employee standing in loco parentis regardless of age or dependency status of the child), spouse, registered domestic partner, grandparent, grandchild, sibling, parent (**biological, adoptive, or foster parent, stepparent, or parent of spouse or domestic partner**), or legal guardian of the Eligible Employee or the Eligible Employee's spouse or registered domestic partner, or a person who stood in loco parentis when the Eligible Employee was a minor child.

G. The City may require Eligible Employees to provide documentation substantiating the facts justifying the use of **Paid Sick Leave**, to the extent permitted by California law.

- H. **Paid Sick Leave** will be paid at the Eligible Employee's current hourly pay rate for regular work hours **at the time the leave is taken**. If an Eligible Employee, in the 90 days of employment before using accrued **Paid Sick Leave**, had different hourly pay rates, then the Eligible Employee will be compensated at the highest hourly pay rate **earned**, not including overtime premium pay, during the prior 90 days of employment. **The City will pay Eligible Employees for accrued, used Paid Sick Leave on the payday covering the payroll period when the leave was used.**
- I. Eligible Employees must provide their supervisors with reasonable written or **verbal** advance notice of their request to use **Paid Sick Leave** when the need for the leave is foreseeable. If the need for the leave is unforeseeable, Eligible Employees must provide notice of the need as soon as practicable.
- J. Any unused, accrued **Paid Sick Leave** will carry over to the following fiscal year of employment, up to a maximum accrual of **80** hours.
- K. Eligible Employees may not cash out **Paid Sick Leave** at any time.
- L. If an Eligible Employee separates from employment with the City and is rehired within one year from the date of separation, the City will reinstate previously accrued and unused **Paid Sick Leave**. Eligible Employees may use the previously accrued and unused **Paid Sick Leave** and accrue additional **Paid Sick Leave** immediately upon rehire, under the conditions set forth in this Article. If an Eligible Employee does not return to City service within one year from the date of separation, all accrued and unused **Paid Sick Leave** will be forfeited.
- M. If an Eligible Employee moves into a position or status, which entitles **them** to paid annual leave, then the employee will no longer be an Eligible Employee under this Article. **However, once in this new position or status, the employee does not forfeit but is entitled to use any unused Paid Sick Leave they accrued under this Article.**
- N. The **Paid Sick Leave** benefit under this Article accrues concurrently with any additional sick leave benefit authorized by the City or approved by voters in the future, meaning the accumulated leave amounts under this Article and any future ordinance will not be added together to create a more generous benefit, unless a future ordinance specifies otherwise.
- O. This Article is not intended to waive any lights of Eligible Employees under local, state, or federal law.

ARTICLE 73: Pay-in-Lieu

- A. **Effective for all calendar years beginning on and after January 1, 2019, employees may convert up to 125 hours of annual leave to cash as pay-in-lieu each calendar year, subject to the following rules:**
 - 1. **If an employee fails to elect by December 31st of the preceding calendar year, to receive any of the annual leave hours they will earn in the following calendar year as pay-in-lieu, their annual leave will accrue in accordance with the applicable Personnel Regulation, Index Code 1-2.**
 - 2. **If an employee irrevocably elects by December 31st of the preceding calendar year, to receive a portion of the annual leave hours they will earn in the following calendar year, not to exceed 125 hours total for the calendar year, as pay-in-lieu, the City will create an account where the employee's designated pay-in-lieu accruals will be credited. This account will be referred to as a "pay-in-lieu bucket" ("PIL Bucket")**

and will be kept separate from the employee's annual leave accrual account or "annual leave bucket" ("AL Bucket"). The employee's election must designate the amount of their annual leave being earned each pay period which they wish to have credited to the PIL Bucket; this designation may be stated as an even percentage (e.g., 10%, 20%, 30%, 40%, etc.) of the leave earned during each pay period up to 100%. Starting with the first pay period of the calendar year, the PIL Bucket will be credited with the designated amount of the employee's annual leave each pay period until the employee's full election amount is reached, not to exceed 125 hours. Any annual leave being earned in a pay period which is not credited to the employee's PIL Bucket will be credited to the employee's AL Bucket. The balance available in the employee's PIL Bucket, if any, will be specified on their timecard and paystub. In addition, the employee's anniversary date and AL cap will also be displayed on the employee's timecard.

3. An employee must make an irrevocable election by December 31st of the preceding calendar year, if the employee wishes to participate in the pay-in-lieu of annual leave program for the following calendar year. Elections will not carry over from one calendar year to the next calendar year. An employee who fails to elect by December 31st of the preceding calendar year to participate in the pay-in-lieu of annual leave program for the following year will be deemed to have elected not to participate, and they will be prohibited from receiving any pay-in-lieu during that year except as, and only to the extent, permitted under Section D.
 4. At least 60 days in advance of this annual December 31st deadline, the City will provide employees with notice and an explanation regarding the need for an irrevocable election as well as the relevant form for making the election. At the same time, the City will remind employees of the citywide cap maximums and how the pay-in-lieu election affects that cap.
 5. All pay-in-lieu hours which accumulate in the employee's PIL bucket must be paid out to the employee in the calendar year in which these hours are earned. Pay-outs will be either employee-initiated or City-initiated. An employee may make up to two requests during the calendar year for a payout from their PIL Bucket. The timing of either request is entirely up to the employee and payment will occur as designated on the City approved form. However, an employee cannot request the pay-out of any pay-in-lieu hours until those hours have been earned and accrued in their PIL bucket. Since no PIL hours may be carried over to the following year, the City will initiate a pay-out of all hours accrued in the employee's PIL Bucket no later than the final paycheck issued in the calendar year regardless of the number of pay periods in the calendar year and regardless of the number of hours.
- B. When pay-in-lieu is cashed out, it will be paid based on the employee's rate of pay at the time it is paid. All pay-in-lieu pay-outs are taxable income, subject to all applicable withholdings and payroll deductions.
- C. Existing caps on the accrual of annual leave will remain in effect. However, any hours up to the 125-hour maximum which an employee allocates to their PIL bucket for the ensuing calendar year will not count toward the calculation of this cap.
- D. Effective for calendar years beginning on and after January 1, 2019, an employee's election with regard to pay-in-lieu shall be irrevocable except in the event of an unforeseeable financial emergency subject to the following rules:
1. In the event of an unforeseeable emergency, as defined in subsection b, an employee may apply to the Risk Management Department to receive pay-in-lieu of annual leave accrued on or after January 1, 2019, but limited to the amount that is

reasonably necessary to satisfy the emergency need, including any amounts that may be necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated as a result of the cash out. If the Risk Management Department approves an employee's application, the City will pay the employee the pay-in-lieu amount the Risk Management Department deems necessary to meet the emergency need.

2. "Unforeseeable emergency means a severe financial hardship of the employee resulting from an illness or accident of the employee, the employee's spouse, or the employee's dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(b)(1), (b)(2), and (d)(1)(B)); loss of the employee's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, such as damage that is the result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a direct result of events beyond the control of the employee. For example, the imminent foreclosure or eviction from the employee's home may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or dependent (as defined in Internal Revenue Code section 152, and, without regard to Internal Revenue Code sections 152(b)(1), (b)(2), and (d)(1)(B)) of the employee may also constitute an unforeseeable emergency. Neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency. Pay-in-lieu of annual leave on account of an unforeseeable emergency will not be paid to the extent that such an emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the employee's assets, to the extent liquidation of such assets would not itself cause severe financial hardship. For this purpose, an employee cannot receive any pay-in-lieu of annual leave on account of an unforeseeable emergency to the extent that they have unused amounts accrued in their PIL Bucket, if any.

ARTICLE 74: Performance Evaluations

Performance Evaluations will normally be given to an employee within fourteen (14) calendar days after the close of the rating period. In no case shall the department give a Performance Evaluation to an employee later than thirty (30) 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 (30) working days after the due date, but does not affect the content of the evaluation. Failure to obtain prior approval gives rise to a grievance which the Union may present directly to the Human Resources Department or to the non-managerial Department Head.

The City agrees to meet and confer with the Union without impasse on enhancements to Performance Report practices and procedures.

ARTICLE 75: Payroll

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

- B. Employees are required to enter their own time; if unavailable to do so, a Department Payroll Specialist can enter the time if they are provided written documentation indicating hours worked and approved by a Supervisor. Employees' time is required to be approved by their direct Supervisor or designee in their absence. Exceptions can be made for entering time on behalf of an employee or approving employee time on behalf of a Supervisor only for circumstances for that specific pay period and should not be an ongoing practice.
- C. Any overtime hours not entered and approved by the payroll deadlines may not be paid until the following payday.

ARTICLE 76: Compensatory Time

- A. Overtime will be paid or Compensatory Time Off (CTO) given at the discretion of the Department Director or designee subject to the availability of funds and workload considerations in an amount not to exceed one-hundred-twenty (120) hours annually.
- B. An employee may only use or cash out CTO during the calendar year in which it is earned.
- C. All accrued and unused CTO balances will be cashed out on the last pay day of each calendar year so that the employee's CTO account is reduced to a zero balance.
- D. Employees may use or cash out CTO accrued at any time during the calendar year, prior to the last pay period of the calendar year. No unused CTO hours may be carried over to a subsequent calendar year. No CTO can be elected for overtime worked during the last pay period of the calendar year.
- E. Employees will not have the option to take CTO instead of cash when the Department is reimbursed by another governmental agency for Overtime worked by the employee. Overtime earned in accordance with the FLSA will be paid in the pay period in which it is earned.

EXHIBIT A

Maintenance, Labor, Skilled Trades and Equipment Operator Unit

Aircraft Mechanic	Painter
Airport Operations Assistant	Parking Meter Technician
Apprentice	Pesticide Applicator
Aquatics Technician I	Plant Operator Trainee
Aquatics Technician II	Plant Process Control Electrician
Assistant Fleet Technician	Plant Technician I
Assistant Reservoir Keeper	Plant Technician II
Assistant Wastewater Plant Operator	Plant Technician III
Assistant Water Distribution Operator	Plasterer
Assistant Water Plant Operator	Plumber
Bindery Worker I (Terminal)	Power Plant Operator
Bindery Worker II (Terminal)	Public Service Career Trainee (if target class is in this unit)
Bindery Worker III (Terminal)	Publishing Specialist I
Boat Operator	Publishing Specialist II
Body and Fender Mechanic	Pump Station Operator
Building Service Technician	Pump Station Operator Trainee
Carpenter	Refrigeration Mechanic (HVACR Technician)
Cement Finisher	Reservoir Keeper
Cement Gun Operator	Roofer
Communications Technician	Sanitation Driver I
Construction Estimator	Sanitation Driver II
Custodian I	Sanitation Driver III
Custodian II	Sanitation Driver Trainee
Custodian III	Senior Airport Operations Assistant
Electrician	Senior Boat Operator
Electronics Technician	Senior Communications Technician
Equipment Operator I	Senior HVACR Technician
Equipment Operator II	Senior Locksmith
Equipment Operator III	Senior Offset Press Operator
Equipment Painter	Senior Parking Meter Technician
Equipment Technician I	Senior Publishing Specialist
Equipment Technician II	Senior Refrigeration Mechanic (Senior HVACR Technician)
Equipment Technician III	Senior Stable Attendant
Firearms Technician	Senior Stadium Groundskeeper
Helicopter Mechanic (Fire-Rescue Department)	Senior Wastewater Plant Operator
Fleet Attendant	Seven Gang Mower Operator
Fleet Technician	Sign Painter
Fleet Team Leader	Stable Attendant
Greenskeeper	Stadium Groundskeeper
Grounds Maintenance Worker I	Stadium Maintenance Technician
Grounds Maintenance Worker II	Tank Service Technician I
Grounds Maintenance Worker III	Tank Service Technician II
Heating Technician	Traffic Signal Technician I
Heavy Truck Driver I	Traffic Signal Technician II
Heavy Truck Driver II	Traffic Stripper Operator
HVACR Technician	Tree Maintenance Crew Leader
Instrumentation and Control Technician	Tree Trimmer
Irrigation Specialist	Utility Worker I
Laborer	Utility Worker II
Landfill Equipment Operator	
Lead Cemetery Groundskeeper	

Light Equipment Operator
Locksmith
Machinist
Marine Mechanic
Master Fleet Technician
Millwright
Millwright Apprentice
Motive Service Technician
Motive Service Trainee
Motor Sweeper Operator
Nursery Gardener
Offset Press Operator

Wastewater Plant Operator
Water Distribution Operator
Water Distribution Operator Trainee
Water Plant Operator
Water Systems Technician I
Water Systems Technician II
Water Systems Technician III
Water Utility Worker
Welder
Work Service Aide

EXHIBIT B
Classes Eligible For Voluntary Certification Pay

Assistant Fleet Technician
Assistant Reservoir Keeper
Assistant Water Distribution Operator
Body and Fender Mechanic
Electrician
Electronics Technician
Equipment Operator I (Flusher Vector)
Equipment Operator I (Sewer Rodder)
Equipment Painter
Equipment Technician I
Equipment Technician II
Equipment Technician III
Fleet Technician
Instrument and Control Technician
Machinist
Master Fleet Technician
Motive Service Technician
Plant Process Control Electrician
Plant Technician I
Plant Technician II
Plant Technician III
Power Plant Operator
Reservoir Keeper
Tank Service Technician I
Tank Service Technician II
Utility Worker I
Utility Worker II
Water Distribution Operator
Water Distribution Operator Trainee
Water Systems Technician I
Water Systems Technician II
Water Systems Technician III
Water Utility Worker
Welder

EXHIBIT C
Corporate Apparel Program

Public Utilities Department

Assistant Plant Operator
Assistant Reservoir Keeper
Carpenter
Cement Finisher
Electrician
Electronics Technician
Equipment Operator I
Equipment Operator II
Equipment Operator III
Equipment Technician I
Equipment Technician II
Equipment Technician III
Fleet Technician
Grounds Maintenance Worker I
Grounds Maintenance Worker II
Heavy Truck Driver
Instrumentation and Control Tech
Laborer
Plant Operator Trainee
Custodian II
Plant Process Control Electrician
Plant Technician I
Plant Technician II
Plant Technician III
Reservoir Keeper
Tank Service Technician I
Tank Service Technician II
Utility Worker I
Water Distribution Operator
Water Plant Operator
Water Systems Technician I
Water Systems Technician II
Water Systems Technician III
Water Utility Worker
Welder

Facilities Division

Building Service Technician
Carpenter
Custodians
Electrician
Heating Technician
Locksmith
Plumber
Refrigeration Mechanic (HVACR Technician)
Roofer
Construction Estimator

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


Local 127, American Federation of State, County and Municipal Employees, AFL-CIO


Rodney L. Fowler, Sr., President


6/26/2020
Date


Laurie Simmons, Negotiating Team

07-07-2020
Date


Diana Heath, Negotiating Team

7-13-20
Date


Greg Forrest, Negotiating Team

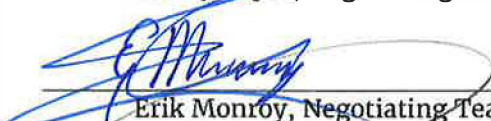
7-13-20
Date


Edmond Edwards, Negotiating Team

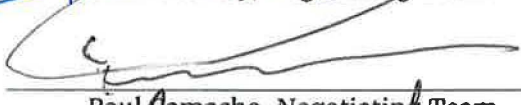
7-13-20
Date

Manny Lopez M.G.
Manny Lopez, Negotiating Team


6/26/2020
Date


Erik Monroy, Negotiating Team

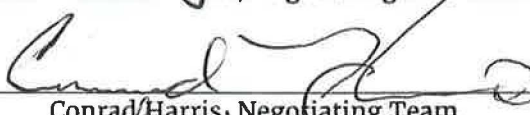
7/09/20
Date


Raul Camacho, Negotiating Team

7-13-20
Date


Dave Covarubias, Negotiating Team

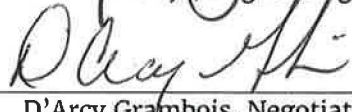
7-13-20
Date


Conrad Harris, Negotiating Team

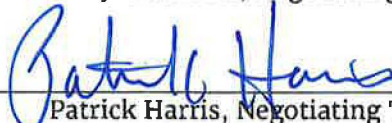
7-13-20
Date


Mike Alejo, Negotiating Team

7-13-20
Date



D'Arcy Grambois, Negotiating Team

07/10/2020
Date


Patrick Harris, Negotiating Team

07/10/2020
Date

City of San Diego



Timothy Davis (Jul 1, 2020 11:32 PDT)
Timothy L. Davis, Lead Negotiator

Jul 1, 2020

Date



Charles O Zuver Jr. (Jul 2, 2020 09:06 PDT)
Charles O. Zuver, Lead Negotiator

Jul 2, 2020

Date



Abby Jarl-Veltz (Jul 1, 2020 11:04 PDT)
Abby Jarl-Veltz, Human Resources Assistant Director

Jul 1, 2020


Date



Jonnabelle Domingo, Senior Human Resources Officer

Jul 1, 2020

Date



Franklin Coopersmith (Jul 1, 2020 10:06 PDT)
Franklin Coopersmith, Supervising HR Analyst

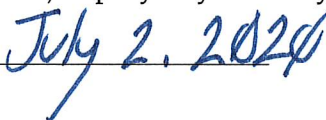
Jul 1, 2020

Date

APPROVED AS TO FORM: MARA ELLIOTT, CITY ATTORNEY

By: 

Miguel Merrell, Deputy City Attorney

DATE SIGNED 

July 2, 2020