

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE SAN DIEGO CITY  
FIREFIGHTERS, I.A.F.F., LOCAL 145, RELATED TO MODIFICATION OF ARTICLE  
28 OF MEMORANDUM OF UNDERSTANDING**

Pursuant to the provisions of the Meyers-Milias Brown Act (MMBA) and San Diego City Council (Council) Policy 300-06, this Agreement is entered into by and between the City of San Diego (City) and the San Diego City Firefighters, I.A.F.F, Local 145 (Local 145), related to modification of Article 28 of Memorandum of Understanding (MOU). The City and Local 145 are collectively referred to as the "Parties".

The MOU, at Article 28, section D, provides, in part, that the Parties agree to reopen Article 28 at the City's or Local 145's request for the purpose of "further discussing the reductions to annual leave balances above the maximum accumulation" (Reopener Provision). The Parties have mutually agreed to meet and confer over reductions to annual leave balances of Local 145 members who have leave balances above the annual leave caps set forth at Article 26, section B.

This Agreement is reached, in accordance with the Reopener Provision.

This Agreement is intended to amend the City's MOU with Local 145, covering the term July 1, 2016 to June 30, 2020, approved by the Council by San Diego Resolution R-310508 (June 13, 2016).

The Parties agree to the following:

1. The Parties have satisfied all obligations under the Meyers-Milias-Brown Act, Council Policy 300-06, and other applicable law and regulations to meet and confer in good faith on the subject matter of this Agreement.
2. This Agreement is not binding on the City or Local 145 unless and until it is approved by a two-thirds vote of the entire Council, in accordance with San Diego Charter section 11.2. The Parties submit this Agreement to the Council for final determination. This Agreement takes effect upon final passage of a Council resolution approving this Agreement.
3. Article 28 of the MOU will be amended as set forth in Attachment 1 and will be incorporated into any successor MOU.
4. Specific provisions in this Agreement supersede any previous agreements, whether oral and written, regarding the subject matter of this Agreement. However, all wages, hours, and other terms and conditions of employment presently enjoyed by Local 145-represented employees, and in the MOU, remain in full force and effect.
5. This Agreement will remain in effect unless it is modified through further negotiations in accordance with the MMBA and Council Policy 300-06.

AGREEMENT BETWEEN THE CITY AND LOCAL 145 RELATED TO MODIFICATION OF ARTICLE 28 OF MOU

ATTACHMENTS:

1. City's Counter Proposal – Article 28: Leave Programs – Modify Article, dated March 16, 2018

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

San Diego City Firefighters, I.A.F.F.  
Local 145

City of San Diego

By: Signature on File  
Jesse Conner, President

By: Signature on File  
Christopher Webber  
Assistant Fire Chief, Fire-Rescue Dept.

Date: 4/2/2018

Date: 4/4/2018

By: Signature on File  
Timothy Davis  
Lead Negotiator

Date: 4/4/2018

By: Signature on File  
Judy von Kalinowski  
Human Resources Department Director

Date: 4/4/2018

By: Signature on File  
Abby Jarl-Veltz, Deputy Director  
Human Resources Department

Date: 4/4/2018

By: Signature on File  
Colin Brazile, Sr. HRO  
Human Resources Department

Date: 4/4/2018

AGREEMENT BETWEEN THE CITY AND LOCAL 145 RELATED TO MODIFICATION  
OF ARTICLE 28 OF MOU

Approved as to form this 4th day of April, 2018.  
MARA W. ELLIOTT, City Attorney

By: Signature on File  
Thomas Brady  
Deputy City Attorney

**ATTACHMENT 1**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 145 (LOCAL 145)  
AND  
CITY OF SAN DIEGO  
MEET AND CONFER – LEAVE BALANCE REDUCTION**

**City Counter Proposal**

**March 16, 2018**

**Article 28: Leave Programs – Modify Article to Read As Follows:**

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- A. The maximum accumulation of annual leave for employees hired before July 1, 1994 with 15 or more years of service is 980 hours. The maximum accumulation of annual leave for employees hired before July 1, 1994 with less than 15 years of service is 840 hours. The maximum accumulation of annual leave for employees hired on or after July 1, 1994 and before July 1, 2016 is 552 hours. The maximum accumulation of annual leave for employees hired on or after July 1, 2016 who regularly work administrative schedules of 40 hour workweeks is 395. The maximum accumulation of annual leave for employees hired on or after July 1, 2016 who regularly work suppression schedules of 56 hour workweeks is 552.**
- B. Effective the first full pay period following July 1, 2016 and continuing at the same time each fiscal year thereafter, the City will process a mandatory payment-in-lieu of annual leave for employees who have not reduced their accrued annual leave balances below the maximum accumulation amounts set forth in Paragraph A of this Article, as follows:**
- 1. If an employee has more than 1,000 hours of annual leave accrued and unused on the last day of the first full pay period following July 1 of each fiscal year, the City will process a mandatory payment-in-lieu of 175 hours.**
  - 2. If an employee has more than 2,000 hours of annual leave accrued and unused on the last day of the first full pay period following July 1 of each fiscal year, the City will process a mandatory payment-in-lieu of 350 hours.**
  - 3. If an employee has more than 3,000 hours of annual leave accrued and unused on the last day of the first full pay period following July 1 of each fiscal year, the City will process a mandatory payment-in-lieu of 525 hours.**
- C. Prior to January 1, 2019, if an employee, who has not entered DROP, has earned and unused annual leave over the maximum accumulation of annual leave amounts set forth in Paragraph A of this Article, the employee may elect to receive voluntary payment-in-lieu of annual leave for any hours above the maximum accumulation amounts.**
- D. Effective January 1, 2019, employees, who have not entered DROP and who have 160 hours or more of accrued annual leave, may elect to receive a maximum voluntary payment-in-lieu of 125 hours per fiscal year for employees with regular work schedules of 40 hours per week and 175 hours per fiscal year for employees with**

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regular work schedules of 56 hours per week. Voluntary payment-in-lieu of annual leave will be administered in accordance with agreed-upon and approved procedures intended to comply with Internal Revenue Service regulations related to constructive receipt of income.

- E. Effective July 1, 2019, for Fiscal Year 2020, employees who have not reduced their annual leave balances below the maximum accumulation amounts set forth in Paragraph A of this Article by July 1, 2019 will cease to accrue annual leave as of that date until their accrued annual leave falls below their maximum accumulation amount.
- F. Effective June 30, 2020, for Fiscal Year 2021 and thereafter, employees who have not reduced their annual leave balances below the maximum accumulation amounts set forth in Paragraph A of this Article by their City anniversary date cease to accrue annual leave. However, employees, who have not entered DROP and expect to be in this situation, may submit a written plan by which to reduce excess annual leave by taking specified time off. If the Appointing Authority denies the specific request for time off and provides no alternative time off which is acceptable to the employee, the cease-to-accrue provision will not apply until the employee is granted and takes the time off. It is the City's intent to accommodate employees' requests to use annual leave and avoid any loss of this benefit.
- G. Employees in DROP may notify the City of their intent to extend their DROP period by the amount of accrued, unused annual leave, in accordance with the rules on DROP set forth in Article 4, Division 14 of the San Diego Municipal Code. Any annual leave used to extend an employee's DROP period will not count towards the cease-to-accrue provisions.
- H. Employees in DROP no longer have access to voluntary payment-in-lieu of annual leave and must use their annual leave for time off. However, employees in DROP with unused annual leave remaining at the end of their five-year DROP period may extend their DROP period by the amount of accrued, unused annual leave, in accordance with the rules set forth in Article 4, Division 14 of the San Diego Municipal Code. If an employee in DROP separates from City service prior to the end of the five-year DROP period, the City will cash out the employee's accrued, unused annual leave at the employee's separation or retirement. If an employee extends the DROP period by accrued, unused annual leave, the City will cash out any annual leave earned during the DROP extension period upon the employee's retirement.
- I. Benefits While on Special Leave Without Pay (SLWOP).
  - 1. All benefits will be coordinated and/or offset by benefits the employee receives under any other City program, including but not limited to Long Term Disability, and Family Medical Leave.
  - 2. After one year on SLWOP, City may charge the employee a 2 percent administrative fee or offer continuation of benefits under COBRA.
  - 3. Employees will not be eligible for City sponsored Supplemental Life Insurance while on SLWOP.
- J. Military Leave.

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

2. Employees must give no less than 21 days of notice to their supervisors prior to the start of the requested military leave, unless there are exceptional circumstances beyond the control of the employee originating from the employee's military unit. If exceptional circumstances occur, employees must provide reasonable notification. Employees must submit Form CS-14-25A (Request for Leave of Absence) showing Military Leave.
3. Union members may use annual leave, compensatory time, or special leave without pay, in addition to military leave to provide military service.
4. 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.

### K. Bereavement Leave.

Paid Bereavement Leave of up to five days (not to exceed sixty hours) is available. Paid Bereavement Leave of 60 hours is available to all full-time employees upon the death of the employee's spouse, father, father-in-law, mother, mother-in-law, stepfather, step-mother, brother, sister, step-brother, step-sister, foster-brother, foster-sister, adopted brother, adopted sister, son, daughter (son or daughter to include: step-, foster, or adopted), or state-registered domestic partner, grandfather, grandmother, granddaughter, grandson, or for a member of the employee's regular and/or immediate crew in the case of a death while on duty. Proof of death (death certificate, obituary, funeral program, etc.) must be provided before an employee can be paid for Bereavement Leave, which is in addition to annual leave, and must be submitted within thirty (30) calendar days of when the employee returns to work. The

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number of hours of bereavement leave is prorated for employees working 3/4 time (30 hours) and 1/2 time (20 hours).

**L. Approved Unpaid Leave.**

The Department can grant so-called "Red A" leave, which is approved unpaid leave, at Management's sole discretion, per Personnel Manual Index Code I-7.

**M. Modify Administration Manual Standard Instruction 6, VIII, Letter D by replacing existing language with:**

1. Use of more than twelve (12) consecutive shifts of leave (Trade, Holiday, Compensatory Time, Annual Leave or Annual Leave Trade) shall require approval through the employee's chain of command, to Shift Commander or Division Head. Employees who wish to take leave in excess of the twelve (12) twenty-four (24) hour shifts shall write an FD-7 that details the reasons for the request, and the expected date of the employee's return to duty. Employees are required to maintain all appropriate licenses, permits, and training requirements during their approved shift exchanges and show proof of meeting all requirements upon their return to duty.
2. During the period of leave, TeleStaff access will be blocked for that employee, and reinstated upon his or her return to duty.
3. Employees who request the use of leave in anticipation of retirement shall state that as the reason for their request, and, if the leave is granted, the employee shall be required to:
  - a. Relinquish their Station assignment
  - b. Relinquish Station bidding privileges turn in all Department issued PPE, Identification and equipment as if the employee's separation from service was complete
  - c. Lose TeleStaff access and privileges

**N. If use of annual leave would require absence on a management-designated "restricted day," the leave will only be granted on an annual leave trade.**

**FOR THE CITY**

**FOR THE UNION**

*Signature on File*

*Signature on File*

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Timothy Davis, Lead Negotiator

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Jesse Conner, President Local 145

3/16/18

3/16/18

\_\_\_\_\_  
Date

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Date