

NOTES

ADDENDUM

TO

MEMORANDUM OF UNDERSTANDING

FOR TERM OF

JULY 1, 1995 - JUNE 30, 1998

**BY AND BETWEEN THE CITY OF SAN DIEGO
AND THE SAN DIEGO MUNICIPAL
EMPLOYEES ASSOCIATION**

JULY 1, 1997

**NOTE: This Addendum incorporates by reference and is to be read with the
Memorandum of Understanding entered into on July 1, 1995.**

TABLE OF CONTENTS

I. Amended Articles

Article 4 - Renegotiation 1
Article 9 - Personnel Regulations 1
Article 10 - Personnel Practices 2
Article 17 - Work Schedules 3
Article 18 - Annual Leave and Compensatory Time Off 3
Article 21 - Salaries 4
Article 22 - Retirement 5
Article 28 - Flexible Benefits Plan 11
Article 38 - Transportation Programs 14
Article 44 - Uniform Allowance 14
Article 53 - Transportation Incentives 14
Article 56 - Overtime 14
Article 59 - Long Term Disability / Industrial Leave 15
Article 81 - Training Reimbursement 15
Article 84 - Drug Screening 16

II. New Articles

Article 87 - Voluntary Certification Pay 21
Article 88 - Pilot Performance Management Program 24
Article 89 - Fire and Life Safety Dispatchers and Repair Facility 26

Appendix A - Bargaining Units 29

ARTICLE 4

Renegotiation

Section 1.

M.E.A. shall serve upon the City its full and entire written proposals for a successor agreement by February 20, 1998, with the exception of salary or other economic proposals which shall be presented no later than March 6, 1998. Upon receipt of such written proposals, meet and confer shall begin no later than April 1, 1998.

Section 2.

The City will serve upon M.E.A. its full and entire written proposals for a successor agreement by March 13, 1998, with the exception of salaries or other economic proposals. Upon receipt of such notice of proposals, meet and confer shall begin no later than April 1, 1998, at which time the City will present its full economic proposal. Notwithstanding the above, if federal or state governments take action that has a direct impact upon the areas which fall within meet and confer, the City or M.E.A. may submit proposals concerning these areas at later dates.

Section 3.

If neither party has proposed a change to a particular Article in this contract by April 6, 1998, the said Article shall remain in full force and effect from the date it would have been terminated.

Section 4.

Unless otherwise agreed to, the parties agree that final offers by both parties will be made no later than May 7, 1998. If an impasse hearing with the City Council is necessary, it will be scheduled for May 11, 1998. M.E.A. agrees to provide to the Management Team a written statement of its positions regarding any issues at impasse on May 8, 1998.

ARTICLE 9

Personnel Regulations

Add this paragraph at the end of this Article:

Shift Differential

The Police Department will comply with Personnel Regulation H-6 by identifying and submitting to the Personnel Director those MEA represented positions which are eligible for shift differential by July 1, 1997, and thereafter meet with MEA to discuss any concerns regarding this list. When finalized, the incumbents will be paid the appropriate shift differential prospectively.

ARTICLE 10

Personnel Practices

E. Performance Reports

1. Add the following sentence to the end of Section 1:

The approval for late Employee Performance Reviews shall be submitted to the employee in writing, and shall include reasons for the delay and approval.

2. Add the following two paragraphs to the end of Section 2:

- An employee shall only be rated by the immediate supervisor. If the first line supervisor is unavailable, the next higher level supervisor will be the rater. The rater should consult with the OCA supervisor(s) during the rating period for input.
- The City agrees to a joint committee with MEA to discuss guidelines and training related to the incorporation of performance-based measurements into Employee Performance Reviews. MEA shall have three representatives on this committee, which shall commence meeting on or before September 30, 1997.

Amend Personnel Manual Index Code G-7 as follows:

- III. B. 5. "The supervisor shall then discuss the Plan with the employee. This discussion and introduction of the Performance Plan to the employee is to take place when the employee first begins a job, is assigned a new permanent supervisor, or when the duties of a job change and it is necessary to revise an existing plan. This early discussion informs the employee of the job requirements before the formal evaluation takes place."
- VI. A. 4. "The Performance Development Plan may also be used by supervisors to provide guidance and assistance to employees with Satisfactory or higher performance ratings to develop in their jobs and careers. Such use is optional and may only be implemented subject to the employee's mutual agreement."

ARTICLE 17

Work Schedules

Add New Section:

9. The City agrees to develop a plan to implement a pilot 4/10 work schedule for Lifeguards by September 1, 1997, if such a schedule can be created without a negative impact on service level or budget. As with other pilot 4/10 schedules implemented in safety services, the City will retain the unilateral right to return to the prior schedule should costs or service levels be negatively impacted after implementation. During the term of any implementation, the City and MEA will meet on a regular monthly basis to review issues. In advance of making any final decision regarding discontinuance of the 4/10 schedule, management will provide MEA with all pertinent data which might affect the decision and give MEA an opportunity to address the data during the meet and confer process for a new MOU.

ARTICLE 18

Annual Leave and Compensatory Time Off

5. Revise this Section as follows:

Effective July 1, 1991, the maximum accumulation of annual leave for employees with 15 or more years of service is 700 hours. For employees hired after July 1, 1993, the maximum accumulation of annual leave is ~~250~~ 350 hours.

Employees are eligible to receive "payment-in-lieu" of annual leave regardless of the total number of annual leave hours the employee has accrued at the time of the request, up to a maximum payment of 125 hours per fiscal year.

~~The parties agree to mutually study approaches to phasing down employee accruals of annual leave which have exceeded designated caps before the end of FY97. During the meet and confer process for a new agreement, it is the intent of the City to propose "cease to accrue" language for employees whose annual leave balances exceed maximums.~~

Add: Cease to Accrue Provision: Effective July 1, 1997, employees who reach their maximum permitted accumulation of annual leave on their anniversary date shall cease to accrue additional annual leave. Employees who expect to be in this situation may submit a written plan by which to reduce excess leave which will include time off and pay-in-lieu up to 125 hours per fiscal year as necessary. If the Appointing Authority denies the specific time off requested and provides no alternative time off which is acceptable to the employee, this cease-to-accrue provision shall not apply until such time as the employee is granted and takes the time off. It is the City's intent to accommodate employees' requests to use annual leave and avoid any loss of this benefit.

ARTICLE 21

Salaries

1. General Salary Increase

Add:

<u>Effective Date</u>	<u>Approximate Increase</u>
December 27, 1997	4%

2. Special Salary Adjustments

Add: The following special adjustments were made effective July 1, 1996:

<u>Class</u>	<u>Approximate Increase</u>
Offset Press Supervisor	10.5%
Asst Laboratory Tech	5%
Laboratory Technician	5%
Junior Chemist	5%
Assistant Chemist	5%
Associate Chemist	5%
Senior Chemist	5%
Criminalist	5%
Supervising Criminalist	5%
Supervising Academy Instructor	14.2%
Senior Legislative Recorder	5%

Add: The following special adjustments shall be made effective July 1, 1997:

<u>Class</u>	<u>Approximate Increase</u>
Procurement Specialist	10%
Sr Procurement Specialist	10%
Principal Procurement Specialist	10%
District Refuse Collection Supervisor	10%
Golf Starter	20% (equal to Clerical Assistant II)
Golf Starter Supervisor	20%
Associate Planner	2.6% (equal to Community Dev Specialist II)
Senior Planner	2.5% (equal to Community Dev Specialist III)

Add: Planner Study

Management and MEA agree to jointly submit a request to the Personnel Department to conduct a comprehensive study of the Planner Classification series to determine what further adjustments, if any, are appropriate. The basis for this joint request is to determine the impact of restructuring on the duties and responsibilities of the positions in these classes, the impact on relationships between the Planners and other classifications, including but not limited to Community Development Specialists, Plan Review Specialists, and Development Project Managers.

This joint request will be submitted to the Personnel Department no later than August 30, 1997. Management will meet with MEA prior to the submission of this request to the Personnel Department to discuss the scope of the request.

Add: The following special adjustments shall be made effective December 27, 1997:

<u>Class</u>	<u>Approximate Increase</u>
Legal Secretary	5%
Sr. Legal Secretary	5%
Executive Secretary	5%
Principal Clerk	5%

Add: MEA agrees that no special salary adjustments shall be submitted during FY97 unless by mutual agreement.

3. Special Assignment Pay

Add: h. Confined Space Entry Pay

Supervisors who are assigned to confined space entry teams shall receive 5% special assignment pay for each pay period in which the employee was required to assist with, supervise, and / or make one or more confined space entries. It is also the City's intent to provide dry suits and Hepatitis B shots for these employees by July 1, 1996.

Add the following new Sections:

- 7. EMT Pay for Lifeguards: Effective July 1, 1997, all Lifeguards II, Lifeguards III, Lifeguard Sergeants, and Marine Safety Lieutenants who are EMT certified will receive an additional 2% of base pay.
- 8. Grade V Certification Pay for Water Operations Supervisors: Effective July 1, 1997, Water Operations Supervisors who obtain a Water Treatment Operator Grade 5 certificate from the State of California Department of Health Services shall receive approximately 5% additional pay. Employees shall be eligible for this additional pay upon presenting evidence that they possess a current, valid State certification.

ARTICLE 22

Retirement

Elimination of "Tier Two" Benefits

All General Members who are presently in or eligible only for the 1981 Pension Plan will be provided the same level of benefits currently provided to members of the old CERS plan, except as to disability and medical benefits, with the understanding that contribution rates shall be adjusted according to the member's age at entry into the 1981 Plan and that the benefit change will be prospective only, with an anticipated effective date of July 1, 1989.

High One-Year Basis for Final Compensation

Retirement benefits for General Members shall be based upon the "highest one-year" annual compensation earnable in lieu of the existing "highest three-year" average compensation earnable. This change in benefit calculation shall apply to all General Members who are participating and contributing members on or after December 30, 1988, and who retire on or after July 1, 1989. M.E.A. agrees that

there will be an increase in employee contribution rates in the amount of .4% on December 30, 1988, to cover the cost of this "high one-year" basis for final compensation.

The City agrees that it will apply an amount that is approximately equal to 4.5% (5% effective July 1, 1990) of the base salary of employees covered by this agreement and 6.5% (effective July 3, 1988) for eligible Lifeguards and Harbor Patrol Officers in the City Retirement System, thereby reducing the amount deducted from employees' paychecks as the employees' retirement contribution by that amount. Effective July 1, 1989, the employee contribution rate for eligible Lifeguards and Harbor Patrol Officers in the City Retirement System will be reduced by .4%. The employee, upon termination, will have no vested right in the amount so contributed by the City. Substitution of this portion of the employees' contribution by a City payment will not decrease the total amount applied towards the required retirement contribution, and will not affect retirement benefits. Provided, however, such payment shall not exceed any employees' total contribution to the system.

IRC Section 415 Amnesty Provisions

In order to preserve CERS' tax qualified status, MEA and the City mutually agree to adopt the "amnesty" or "grandfather" provisions of IRC Section 415 (b) (10), and agree to meet and confer regarding "make-up" provisions.

1997 Benefit Changes

The City and MEA, having met and conferred, have agreed to benefit improvements to the City Employees Retirement System. The City Council has approved these changes by adoption of Ordinance No. O-18383 Adopted February 25, 1997, and Ordinance No. O-18392 Adopted March 31, 1997; subsequently the improvements were approved by a majority vote of System Members in April 1997. Those changes include the following:

1. Effective August 1, 1997, a Post Retirement Health Benefit is established for Health Eligible Retirees and Non-Health Eligible Retirees. A Health Eligible Retiree is any retired General Member who: (1) was on the active payroll of the City of San Diego on or after October 5, 1980; and (2) retired on or after October 6, 1980, and (3) is eligible for and is receiving a retirement allowance from the Retirement System.

Health Eligible Retirees may choose to participate in a City-sponsored health insurance plan or any other health insurance plan of their choice. The Retirement System will pay or reimburse the applicable Medicare-eligible or non-Medicare eligible retiree-only premium up to but not to exceed the cost of the retiree-only premium for the highest cost HMO plan which is also a City-sponsored health insurance plan made available to Health Eligible Retirees. (Currently this is the Blue Cross California Care health insurance plan.)

Additionally, the Retirement System will reimburse the Part B Supplemental Medical Expense Premium for those Health Eligible Retirees enrolled in Medicare.

Effective August 1, 1997, the "sliding scale" health benefit with a \$2,000 cap is eliminated and replaced with the Post Retirement Health Benefit for Health Eligible Retirees.

The City agrees that it will not diminish the benefits contained in its current HMO plans without mutual agreement of MEA; nor convert to a blended premium for active employees and retirees without mutual agreement of MEA.

2. The Disability Income Offset provision is eliminated. There will be no reduction of retirement benefits if the retiree has other income.
3. A five year purchase of service credit provision is established effective January 1, 1997. Under this provision, the Member may purchase up to five years of service credit by paying both employee and employer contributions in an amount and manner determined by the San Diego City Employees Retirement System Board to make the System whole for such time. In addition, members retiring on or after January 1, 1997, may purchase probationary periods, military and veterans code leaves, waiting periods for the 1981 Pension Plan, actual time worked hourly or part time, special leaves without pay occurring prior to January 1, 1997, the difference in time between part time and full time prior to January 1, 1997, long term disability, 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. A Deferred Retirement Option Plan (DROP) is established effective April 1, 1997. DROP provides an alternative form of benefit accrual while allowing a Member to continue working for the City. During the DROP period, a DROP Member retains all rights, privileges and benefits of being an active City employee, except as specifically modified in the DROP Plan Document, and is subject to the same terms and conditions of employment including disciplinary actions up to and including termination. The Member continues to be eligible for the active employee Flex Benefits Program for the classification and is not eligible for "retiree" health benefits until such time as the Member completes or terminates the DROP period. Under DROP, a monthly service retirement allowance along with any COLA increases, Supplemental Benefit checks and any adjustments to such payments applicable to retirements effective on the date the Member entered the DROP are deposited into a trust account. These SDCERS benefits are calculated as if the Member were retiring on the date the Member enters the DROP. The Member's contributions to the Retirement System cease. The Member and the City each contribute 3.05% 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 Internal Revenue Code Section 414(h)(2). These monies are placed in a trust account and are distributed to the DROP participant upon termination of employment or completion of the DROP period whichever occurs first. No withdrawals may be made from the DROP account until the Member completes or terminates his or her DROP period. Interest will be credited to the Member's DROP account at a rate determined by the Board. The Member is 100% vested in the DROP from its inception.

A DROP participant who becomes disabled may apply for conversion of their deferred retirement allowance to a disability 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 months. The Member must terminate City service at the end of the designated period. The DROP plan will be offered on a trial basis for a period of three years beginning April 1, 1997. During this three year trial period, the DROP will be evaluated by the City on a cost basis. If the City determines DROP to not be cost effective, the City may determine not to extend DROP for elections that would otherwise have been made after April 1, 2000.

5. For retirements effective on or after January 1, 1997, the 50% continuance is available to the spouse to whom the Member was married on the date of retirement. The requirement that the member be married to his or her spouse at least one year prior to retirement for the spouse to receive the 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 for General Members is increased from 33-1/3% to 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. For General Members, the percent of final compensation (high one year salary) at the specified ages is increased from the current levels to those shown for all retirements effective on or after January 1, 1997.

Age	Current	January 1, 1997
55	1.48%	2.00%
56	1.56%	2.00%
57	1.63%	2.00%
58	1.72%	2.00%
59	1.81%	2.08%
60	1.92%	2.16%
61	1.99%	2.24%
62	2.09%	2.31%
63	2.20%	2.39%
64	2.31%	2.47%
65	2.43%	2.55%

On December 27, 1997, General Members' contribution rate will be increased by 0.56% and by 0.57% effective the earliest date in FY99 that General Members receive a general salary increase. The remainder of the cost will be borne by the City of San Diego pursuant to the Manager's Proposal approved by the SDCERS Board of Administration and the City Council.

10. For Lifeguard Members, the percent of final compensation (high one year salary) at the specified ages is increased from the current levels to those shown for all retirements effective on or after January 1, 1997.

Age	Current	January 1, 1997
50	2.00%	2.20%
51	2.10%	2.32%
52	2.22%	2.44%
53	2.34%	2.57%
54	2.47%	2.72%
55+	2.62%	2.77%

On December 27, 1997, Lifeguard Members' contribution rate will be increased by 0.25% and by 0.25% effective the earliest date in FY99 that Lifeguard Members receive a general salary increase. The remainder of the cost will be borne by the City of San Diego pursuant to the Manager's Proposal approved by the SDCERS Board of Administration and the City Council.

Retiree Health Insurance

Contingent upon the City Council approving the conversion of the City Employees Retirement System actuarial funding methodology from the Entry Age Normal (EAN) method to the Projected Unit Credit (PUC) method, employees represented by MEA will receive the following new retirement benefits, at no additional cost to the employee:-

- 1) Effective July 1, 1992, the City will pay a health insurance benefit to employees, enrolled after September 3, 1982, who retire, based on the following graduated vesting schedule and with the following "cap" on the total benefit to be paid:
 - a) For each year of covered service since September 3, 1982, an employee will earn a 5% vested share of the total retiree health insurance benefit which would otherwise be payable in accordance with (b) and (c) below. For example, an employee who has eight (8) years of covered service as of July 1, 1992, would have a right to receive from the City, upon retirement on that date, an amount equal to 40% of the premium then being charged for the retiree health insurance plan designated in accordance with (b) below;
 - b) The amount of the health insurance benefit which the retiree actually receives will be determined by applying his or her vested percentage against the actual, then-current, lowest premium being charged for an available retiree health insurance plan; however, this "lowest premium" as the value against which the amount of the retiree's benefit is calculated, shall not include the highest deductible options for City Med, the Secure Horizons Plan or any other plan which does not represent a standard insurance coverage;
 - c) In any event, the maximum amount which the City will be obligated to pay to such retiree for health insurance will be \$2,000.00 a year. For example, a "fully vested" retiree, with 20 years of covered service when he or she retires after July 1, 1992, will receive 100% of the "lowest premium" but not more than \$2,000 each year.

- 2) ~~This retiree health insurance benefit will be a new benefit for employees hired after September 3, 1982, who currently have no City-paid health insurance benefits upon retirement. Employees hired before this date, who are and have been members of CERS, will continue to enjoy full health insurance benefits to which they are already entitled upon retirement.~~
- a) ~~Those employees, originally members of CERS, who left CERS voluntarily to enter the 1981 Plan, will also be entitled to the same health insurance benefits they would have enjoyed had they never left CERS.~~
- 3) ~~Any employee, hired after September 3, 1982, who retires between July 1, 1991, and July 1, 1992, will be solely responsible for his or her health insurance premiums through June 30, 1992. However, effective July 1, 1992, such retirees will thereafter receive the same health insurance benefit on the same terms as described in (1) above, with his or her "vested" percentage determined at the time of actual retirement.~~

~~For employees represented by MEA hired on or before September 3, 1982, who are eligible for retiree health insurance and who are not covered by the \$2000 cap described herein, the City will pay the actual cost of City-sponsored, MEA-sponsored or privately secured health insurance for the employee up to a maximum of \$4500 per year.~~

~~For retirements effective on or after July 1, 1992, employees hired after September 3, 1982, will accrue a graduated vesting of the amount the City pays towards its sponsored plans or reimburses for Union sponsored or privately secured plans, based on the lowest premium being charged for standard health insurance coverage available to a retiree in the CERS system available at the time of retirement times 5% for each year of covered service. In no case shall this amount exceed \$2000 per year.~~

~~The City will continue its contribution to the Retirement Health fund.~~

Agreement to Conduct Study with MEA Participation

~~The City agrees to conduct a comprehensive study of general member retirement benefits and retiree health insurance issues, including but not limited to the following: (1) a formula change equivalent to a 2% benefit at age 55 or 60; (2) disability retirement benefit levels; (3) buy-back opportunities; (4) blending rates or creating alternative rate structures for health insurance premiums; (5) evaluating other large health insurance pools such as PERS; as well as (6) the City's request to examine a defined contribution retirement plan as an alternative.~~

~~It is the intent of the parties that this agreement to study certain issues will be meaningful and conducted in a productive and timely fashion in preparation for the next meet and confer opportunity. Toward this end, the City agrees that it will designate two (2) management representatives to participate as members of a formal committee, together with two (2) MEA representatives and the Retirement Administrator, which Committee shall meet at least once each quarter, or more frequently if agreed, in order to set and revise its agenda as necessary, request and receive information from appropriate, informed sources, and exchange ideas and comments.~~

BUY-BACKS

1. Effective July 1, 1991, current employees with 1981 Pension Plan credited years of service will be granted, at no cost to the employee, credit for past CERS service.
 - a) Should the City Council not approve the conversion in funding methodology from EAN to PUC effective July 1, 1991, employees in this group who are represented by MEA will be allowed to "buy back" past CERS service and will be responsible for all associated costs.

ARTICLE 28

Flexible Benefits Plan

Amend the first paragraph to read as follows:

- a. The City's contribution to the Flexible Benefits Plan will be increased effective 7/1/97 from \$3480 to \$3605 per fiscal year.

~~In FY 1996, eligible employees will have \$3,440 to spend on the fringe benefits indicated below. On or about April 15, 1996, or earlier if mutually agreed, the parties will reopen this Agreement for the purpose of meeting and conferring with regard to a flexible benefit plan dollar value for FY 97, and will thereafter, on an agreed date, exchange premium rates for the parties' respective plan offerings.~~

- b. The City agrees that it will not arbitrarily or unreasonably deny MEA the opportunity to offer a health insurance plan to active and / or retired employees.
 1. Employee must select one Health Insurance Policy:

	FY 1998 <u>Annual Value</u>	
1. Blue Cross		
a. California Care	\$1584	\$1,644
b. Blue Cross Plus (Point of Service)	\$2427	\$2,568
c. Prudent Buyer (1,000 deductible)	\$1478	\$1,592
d. Working Spouse	\$267	\$281
e. Waiver (Proof of coverage required)	\$ 18	no change
2. Kaiser	\$1636	\$1,516
3. MEA - Pacificare	\$1687	
a. Sharp HMO		\$1,578
b. Sharp PPO \$200 deductible		\$2,090

FY 1998
Annual Value

II. Employees must select one Life Insurance Policy:

- | | | |
|-------------|------|-----------|
| 1. \$10,000 | \$20 | no change |
| 2. \$25,000 | \$48 | no change |
| 3. \$50,000 | \$96 | no change |

III. With remaining money, the employee may select among the following additional benefits:

- | | |
|--|------------------|
| 1. Dependent Care Reimbursement | Designated Value |
| 2. Dental/Medical/Vision Reimbursement | Designated Value |
| 3. Cash Payment (taxable) | Designated Value |
| 4. 401K | Designated Value |
| 5. MEA Dental Plan | Value Varies |
| 6. MEA Eye Care Plan | Value Varies |
| 7. Cancer and Catastrophic Illness Insurance | Value Varies |

IV. Management agrees that it will meet and confer prior to FY99 regarding any proposed changes in benefit levels and/or deductibles.

V. Management agrees to meet with MEA on a regular and timely basis in advance of the annual solicitation of bids from providers, negotiations with providers, and/or execution of contracts with the providers for the following purposes:

1. To hear presentations of providers in whom MEA has an interest;
2. To allow M.E.A. to ask questions of providers in whom the City has an interest;
3. To provide copies of agreements with providers currently in effect;
4. To address and exchange information regarding employees' comments regarding current plans.

Notes:

1. Eligible employee means any employee in a one-half, three-quarter, or full-time status. Eligible employees excludes all employees in an hourly status.
2. It is the intent of the City that this Plan comply with the IRS Regulations.
3. M.E.A. and Management will work out implementation details on the prepaid insurance provision.
4. M.E.A. will be available to answer questions at the end of Open Enrollment and New Employee Orientation sessions.

5. After selecting required health and life insurance coverages, employees who are unable to enroll in their desired dental plan may purchase such benefit by making an "out-of-pocket" payment for the cost difference. Only dental coverage may be obtained in this manner. Such "out-of-pocket" contribution must be made at the time of Open Enrollment and is nonrefundable.
6. If an employee fails to complete enrollment within the open enrollment period, the employee's current options for health, including dependent health offset, and life, will be automatically continued at the same level for the next year as if the employee had elected to keep them. All other benefit options will be cancelled. Any monies remaining from the Flex Benefits Allotment will be paid out as taxable cash.
7. If a National Health Care Bill is passed during the term of this agreement, Management agrees to meet with MEA regarding the impact of the Bill on the Flexible Benefits Plan.
8. The level of benefits coverage will not be diminished during the term of the contract.
9. Flexible Spending Accounts - In addition to designating flexible benefits monies for DMV or Dependent Care reimbursements, employees may designate a specific amount of pre-tax money [some restrictions may apply] to be withheld from their paycheck to reimburse eligible out-of-pocket medical, dental, or vision expenses or dependent care expenses.

These payroll deductions must be designated during the open enrollment period, are irrevocable, and monies are forfeited if not used within the fiscal year.

Significant Plan Changes

A. Life Insurance

Change of carriers to Northwest National Life. Coverage enhanced to offer an accelerated benefit and expanded Accidental Death and Dismemberment events. Supplemental and Additional Term Insurance, available through payroll deductions only, will be replaced with portable term and individual universal life policies respectively. Coverage for spouse and children will be offered under the universal life policy.

B. Blue Cross

Mental health/chemical dependency managed care carrier changed to U.S. Behavioral Health.

C. Kaiser

"Sponsored Dependents" who are residing with and financially dependent upon the employee as determined by affidavit and tax records will be eligible dependents. Dependent child attending an accredited educational institution will be eligible for coverage up to age 25.

ARTICLE 38

Transportation Programs

A. Mileage

Delete:

Mileage shall be reimbursed at the rate of \$.30 per mile.

Add the following to Section A:

Mileage reimbursement rate shall be \$.32 effective 7/1/96 and \$.33 effective 7/1/97.

Employees shall receive their mileage reimbursement checks within two weeks after submitting their timely and accurate reimbursement requests to their designated supervisors.

ARTICLE 44

Uniform Allowance

Add the following new Section:

G. The uniform allowances provided for in this Article shall be increased by 3% effective July 1, 1997.

ARTICLE 53

Transportation Incentives

Amend Section B, first sentence, as follows:

B. The City will provide 75% reimbursement up to ~~\$60.00~~ \$65.00 to those employees who wish to purchase monthly passes for transportation on the public bus and/or trolley, and commuter rail service, or who ride bicycles to work and utilize bicycle lockers. Such passes will be for the exclusive use of the employee/purchaser. The City will provide an equal amount to employees who utilize the bay ferry and to employees participating in a City approved vanpool program. Employees must utilize these subsidized transportation services to commute to and from work at least three days a week to be eligible for reimbursements. Employees in violation of these provisions shall have their Transportation Incentives discontinued.

ARTICLE 56

Overtime

Add new Section:

C. The City and MEA will prepare a Scheduled Overtime Distribution Procedure for the Bureau of Lifeguard Services by June 30, 1996.

ARTICLE 59

Long Term Disability / Industrial Leave

Add a new sentence to end of LTD Section as follows:

Long Term Disability

For payments made on or after July 1, 1996, the definition of the term "basic bi-weekly earnings" for purposes of calculating long-term disability benefits shall mean the earnings in effect on the date the employee is removed from work due to his/her disability or due to any recurrence of his/her disability.

Add to the end of the section entitled "Flexible Benefits":

- Effective July 1, 1996, when an employee suffers a work-related injury or illness but is not eligible for industrial leave benefits, the City shall continue to pay the flexible benefit allocation on his/her behalf for the period of his/her temporary total disability and/or participation in internal vocational rehabilitation, not to exceed a total of twelve months.

ARTICLE 81

Training Reimbursement

Revise format of existing Article as follows:

I. Public Safety Exceptions to Tuition Reimbursements

Management agrees to meet without impasse annually with MEA to review specific unique Public Safety exceptions to the Tuition Reimbursement process. Management's decision shall be final and non-grievable.

II. Forensic Alcohol Analysts' Training

The City agrees that if Forensic Alcohol Analysts are required by the Department to attend training/instruction for the purpose of obtaining/maintaining a state certification/license, that such training/instruction/attendance and related costs shall be treated as a special outside course of instruction within the meaning of A.R. 70.40, Section 2.1, Special Outside Courses of Instruction, and the Forensic Alcohol Analyst's attendance will be at City expense in accordance with the terms of A.R. 70.40.

Add new Section III as follows:

III. Use of Tuition Reimbursement for Job-related Training

Effective 7/1/97, one half of the Tuition Reimbursement benefit may be used by an employee each fiscal year for reimbursement of seminars or other training / educational events which will maintain or enhance an employee's job-related skills or knowledge or contribute to the employee's broadening and diversification of his / her skills. An employee shall submit a request for approval of the proposed reimbursable event in advance of attendance and pre-approval by the Department is required for reimbursement. The

employee must subsequently submit satisfactory evidence of attendance at the proposed event in order to receive reimbursement. The parties intend the general procedural requirements of the Tuition Reimbursement plan to be applicable except the requirement of a grade. It is the intent of the parties that this provision will supplement rather than replace training funds heretofore made available by departments for the benefit of employees. It is also the intent of the parties that this opportunity to avail oneself of one-half of the tuition reimbursement plan benefit shall be at the initiation of the employee based on his or her proposal for training or education.

ARTICLE 84

DMV Drug Screening

Reformat the existing Article as follows:

I. DMV Drug Screening

The City on 7/1/92 implemented a drug and alcohol testing program [urinalysis] for all employees who undergo the biennial medical examination required by State Law for Department of Motor Vehicles Class A and B drivers' licenses. All employees required to have a Class A and/or B license for the performance of their regular duties must have the medical examination and drug/alcohol test conducted by the medical examiner and testing laboratory designated by the City. The scheduling of such medical examinations and drug tests will be determined by management.

Add new Section as follows:

II. Lifeguards Random Drug and Alcohol Screening

Effective July 1, 1997, a random drug / alcohol screening program shall be implemented to include all lifeguard personnel covered by this MOU, including lifeguards currently covered by the Department of Transportation Drug Testing Program. The term Lifeguard hereinafter refers to the following classifications:

Lifeguard I
Lifeguard II
Lifeguard III
Lifeguard Sergeant
Marine Safety Lieutenant

I. Procedures

- A. The Fire and Life Safety Services Human Resources Director, City Labor Relations Manager, and the City Personnel Department's Random Drug Testing Coordinator will administer the Drug and Alcohol Screening Program.
- B. The lifeguards will be tested twice every 18 months through the provision of a urine sample which will be screened for the presence of specific drugs. For lifeguards who are tested under the Department of Transportation's (DOT) Random Drug Testing Program, the DOT test shall count towards the testing requirement under this Article.

C. The drug screening shall be conducted to detect only the following drug groups:

1. Amphetamines / Methamphetamines (e.g., Speed, Crystal)
2. Benzodiazepines (e.g., Valium, Librium, Oxazepam, Serax, Dalmane, Ativan)
3. Barbiturates (e.g., Amobarbital, Butobarbital, Pentobarbital, Phenobarbital, Secobarbital)
4. Cocaine
5. Methadone
6. Ethanol
7. Opiates (e.g., Codeine, Heroin, Morphine)
8. Phencyclidine (PCP)
9. THC (Marijuana)

D. Lifeguards will be selected through a computer generated random selection process.

E. Lifeguards may provide appropriate documentation of legally prescribed drugs. Such documentation shall be included in the review of test results.

II. Sample Collection

- A. Medical Contractor's personnel will be responsible for obtaining the urine sample from the lifeguard being tested.
- B. Medical Contractor's personnel will be available for test processing between 0800 and 0200 hours, 5 days a week, to allow lifeguards to be tested during normal work hours. (Hours vary at some Medical Contractor locations.)
- C. Medical Contractor's personnel will not observe as the sample is being given.
- D. Lifeguards selected for testing will be notified at the start of their shift. They will present themselves for testing at the earliest possible time during the shift, and no later than four (4) hours after the lifeguard's shift begins. Refusals or failures to complete the test as required will be referred to the Fire and Life Safety Services Human Resources Director for investigation.

E. At the Medical Contractor's site, the lifeguard being tested will:

1. Identify himself / herself by presenting his / her City Identification or California driver's license.
2. Complete requested paperwork.
3. Remove jackets, bags, or other bulky items of clothing prior to entering the testing area.
4. Provide a urine sample.
 - a. Lifeguards will be required to stay within the Medical Contractor's facility until the required sample is given.
 - b. Sample must be at least 45 ml, the minimum amount required for testing purposes.

F. At the Medical Contractor's site, the Medical Assistant (MA) will:

1. Direct the lifeguard being tested to a private lavatory.
2. Assure that the lavatory is secured in accordance with established City procedures (as detailed in the contract with the Medical Contractor).
3. Wait outside of the lavatory for the sample.
4. Upon receipt of the urine sample, and in the presence of the lifeguard, the MA will:
 - a. split the sample into two unused separate containers which will be referred to as the test sample and control sample.
 - b. seal the containers.
 - c. complete the appropriate chain-of-custody forms for the samples, and ask the lifeguard to sign and initial the chain of custody forms and documents.
5. The MA will refrigerate both the test sample and control sample until picked up by the laboratory courier.

III. Screening Procedure

- A. The initial screening of all collected samples will generally be conducted within 48 hours of receipt by a City designated laboratory certified by the Substance Abuse and Mental Health Services Administration (S.A.M.H.S.A.).
- B. Initial screening of urine samples will be conducted using a testing methodology based primarily upon an "Enzyme Immunoassay" or other testing methodology of equivalent quality and acceptability.

C. If a confirmation test is conducted, it will be conducted by Gas Chromatography / Mass Spectrometry (GC/MS) testing or other testing methodology of equivalent quality and acceptability.

D. Upon receipt of a sample for testing, the designated laboratory will:

1. Check the container to ensure it is not damaged, and that the seal is intact.
2. Complete the appropriate "chain-of-custody" forms for the sample.
3. Conduct the initial testing of the sample using an "Enzyme Immunoassay" technique or other testing methodology of equivalent quality and acceptability. Results of the initial test should be known within 24 hours.
4. If the sample tests "negative", all urine samples will be discarded.
5. If the sample tests "positive", a confirmation test will be performed for the specific drug(s) found in the sample during the initial test.
6. If the confirmation test confirms the presence of drugs, any remainder of the test sample and the entire control sample will be retained in a locked freezer for a minimum of one year.
7. If the confirmation test is "negative", the whole test will be considered negative.

E. Alcohol Test

1. The standard for alcohol testing will be the converted urinalysis equivalent of a blood alcohol level of 0.04 percent.
2. An alcohol testing level of 0.04 percent or greater will be treated as a "positive" result and may be cause for disciplinary action.

IV. Reporting Test Results

- A. Test results will be provided to the City Personnel Department's Random Drug Testing Coordinator by the Medical Contractor.
- B. The lifeguard will be notified of his / her test results in writing without delay.
- C. If test results are positive for legally prescribed drugs, the City Personnel Department's Random Drug Testing Coordinator will request the lifeguard to provide acceptable documentation, such as a medical prescription or doctor's statement, to explain the presence of this drug.
- D. If test results are positive for alcohol (.04 or above), illegal drugs or inadequately explained legal drugs, the Fire and Life Safety Services Human Resources Director will be notified and will be responsible for initiating an investigation, resulting in the issuance of disciplinary action to be held in abeyance and a Last Chance Agreement to the lifeguard.

E. Alcohol test results below the 0.04 level shall be cause for mandatory referral of the lifeguard to the City's Employee Assistance Program. However, no disciplinary investigation shall be initiated solely on the basis of the result, including those instances where the lifeguard is on a Last Chance Agreement. The Personnel Department shall be responsible for making the referral of the lifeguard to the City's Employee Assistance Program. It is agreed that the test results are confidential and the Personnel Department will not notify anyone including Fire and Life Safety Services of the test result or the referral of the lifeguard to the City's Employee Assistance Program. If an employee fails or refuses to follow through with the initial mandatory EAP referral, the Personnel Department will notify Fire and Life Safety Services for appropriate action. Fire and Life Safety Services will not inquire of the Personnel Department or the employee as to the basis for the EAP referral, including, but not limited to whether there was an alcohol test and the results thereof.

V. Independent Testing

- A. If the test results are positive, the affected lifeguard shall have the right to request independent testing of the control sample. That request must be made in writing and addressed to the Personnel Department's Random Drug Testing Coordinator. The affected lifeguard will be placed on light duty while the control sample is being tested.
1. The right of the lifeguard to independent testing of the control sample shall include the right to designate the laboratory, which must be a S.A.M.H.S.A. certified laboratory.
 2. The control sample will be transported by a courier designated by the original testing laboratory to the testing laboratory designated for the independent test.
 3. All costs associated with independent testing shall be borne by the City.

VI. Program Records

- A. All drug testing information relating to individual lifeguards is strictly confidential.
- B. All records related to the program shall be maintained as directed by the Fire and Life Safety Services Human Resources Director.

VII. Use of Test Results

The Random Drug Screening Program shall be considered an administrative matter, and the results of this test shall not be used in any criminal action. However, if additional information is available through other means to support criminal action against an employee, the Department shall not be precluded from taking further action.

VIII. Last Chance Agreement

- A. Violation of the Last Chance Agreement may result in termination of employment.
- B. The Last Chance Agreement will be held in a sealed envelope for one year after the conclusion of testing for the Last Chance Agreement to be considered for additional action up to termination. The disciplinary action issued as a result of testing positive will be removed upon successful completion of the Last Chance Agreement.
- C. Last Chance Agreements will begin after the employee's first visit to the Employee Assistance Program (EAP). The employee will provide written verification from EAP to the Human Resources Division that the first visit has occurred.
- D. Employees who are on a Last Chance Agreement will not be eligible for special assignments within Fire and Life Safety Services.
- E. The Last Chance Agreement Form currently utilized in Fire and Life Safety Services is the form to be used for Lifeguards covered under this Article.

ARTICLE 87

Voluntary Certification Pay

The City and MEA agree to the following provisions to take effect retroactive to 7/1/96:

- I. Employees in the classifications listed at the end of this Article (and excluding those listed in Sections II and III below) who obtain and maintain a Grade II certification in a job-related specialty from either the California Water Environment Association (CWEA) or the American Water Works Association (AWWA) will be eligible for an additional compensation of 25 cents an hour. Employees who obtain and maintain a Grade III certification will be eligible for 50 cents per hour maximum compensation. Employees who obtain and maintain a Grade IV certification will be eligible for 75 cents per hour maximum compensation.
- II. Employees in the classifications of Electronics Technician Supervisor, Plant Process Control Supervisor, and Instrumentation and Control Supervisor in the Water Production Division of Water Utilities 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 for Measurement and Control will be eligible for 25 cents an hour additional compensation. Employees who obtain and maintain a Level II certification will be eligible for additional compensation of 50 cents an hour maximum compensation.

- III. Employees in the Power Plant Operator series will be eligible for 25 cents an hour compensation for possession of the Grade II Stationary Engineer Certification issued by the National Institute for Licensing of Power Engineers. Fifty Cents an hour maximum compensation will be paid for employees who obtain and maintain the Grade I certification. Employees who obtain and maintain the Chief Stationary Engineer Certification will be eligible for additional compensation of 75 cents per hour.
- IV. In order to be eligible for the additional compensation listed in Sections I - III above, employees must hold permanent status (i.e., have passed initial Citywide probation), and be rated Satisfactory or better at the time the differential is awarded.
- V. Possession of the AWWA or CWEA Grade II in the appropriate job specialty certification for the classes listed in Section I above within the Water Utilities or Metropolitan Wastewater Departments may be required three (3) years from the date of implementation, prospectively from that date for employees entering those classes. Grade III certification may be required of all supervisory positions (indicated by an asterisk *) within four (4) years of certification, prospectively from that date for employees entering those classes. In the event that such a requirement is imposed, it will not apply to any employee who is already an incumbent of that classification. The City and MEA will meet and confer on the impact of any such changes.
- VI. Possession of the Level II certification from the International Society of Measurement and Control may be required for classes listed in Section II above, three (3) years from the date of implementation, prospectively from that date for employees entering those classes. In the event that such a requirement is imposed, it will not apply to any employee who is already an incumbent of that classification. The City and MEA will meet and confer on the impact of any such changes.
- VII. Possession of the Grade I Stationary Engineer certification for classes listed in Section III above may be required within three (3) years from the date of implementation, prospectively from that date for employees entering those classes. In the event that such a requirement is imposed, it will not apply to any employee who is already an incumbent of that classification. The City and MEA will meet and confer on the impact of any such changes.
- VIII. The City agrees to provide reasonable assistance necessary for the successful acquisition and maintenance of certifications. All manner of assistance currently being provided to eligible employees by their respective departments shall continue, including certification reimbursements, study aids, etc.
- IX. Compensation may be provided for multiple certifications subject to the following: 1) The employee must request approval for multiple certifications in writing to the Labor Relations Manager via his / her Deputy Director; 2) The request must describe the responsibilities and duties of his / her position that would be directly and significantly enhanced by multiple certifications; 3) The Labor Relations Manager will respond with an approval or denial. The decision of the Labor Relations Manager will be final.

Add New Section:

- X. For multiple certifications not specified in this Article, the request for certification pay must be submitted to the Labor Relations Manager, who will approve the request if the certification is comparable to those identified in this Article. For purposes of this section, a certification is "comparable" if it is job related and if it directly and significantly enhances the employee's ability to perform his/her responsibilities and duties.

Classes Eligible for Certification Pay:

General Water Utility Supervisor*
Principal Water Utility Supervisor*
Senior Water Utility Supervisor*
Water Utility Supervisor*

Principal Plant Technician Supervisor*
Senior Plant Technician Supervisor*
Plant Technician Supervisor*

Power Plant Superintendent
Senior Power Plant Supervisor
Power Plant Supervisor
Plant Process Control Supervisor*
Instrumentation and Control Supervisor*
Electronics Technician Supervisor*

Senior Plant Technician Supervisor (Senior Maintenance Coordinator)*
Plant Process Control Supervisor (Plant Maintenance Coordinator)*

Industrial Waste Program Manager*
Supervising Industrial Waste Inspector*
Industrial Waste Inspector III
Industrial Waste Inspector II
Industrial Waste Inspector I
Industrial Waste Inspector Trainee

Pilot Performance Management Program

The City and MEA agree to implement a Pay-for-Performance plan in the Operations and Maintenance Division of the Metropolitan Wastewater Department (hereafter referred to as O&M) that would provide cash incentives for employees based on the achievement of detailed performance objectives. All cash awards will be funded from a portion of any savings actualized by meeting the targeted goals.

The established goals will be based on both economic and technical performance, i.e., savings from efficient operations and improved performance related to safety as well as the quality and quantity of the treated wastewater. No cash awards will be distributed unless economic objectives are achieved. Therefore, this program is assured of paying for itself. In addition, as only a maximum of 50% of the savings is to be utilized for the cash awards, ratepayers would be assured of benefiting from successful performance as well.

No individual employee would be eligible to receive more than \$1,000.00 from this program. In addition, this award is above and beyond any other Citywide rewards employees may be eligible for.

The details of this plan are outlined in the sections below. MEA and representatives from both the Metropolitan Wastewater Department (MWWWD) and the City Manager's Office will meet on a quarterly basis during the course of the pilot to study and discuss issues of mutual concern including, but not limited to, implementation, progress, modification, and evaluative criteria. The O&M Division will provide MEA with all quarterly summaries and other reports pertinent to the pilot. Should the City want MWWWD to continue the program beyond FY97, or expand the Pay-for-Performance Program to other departments and divisions, the City agrees to notify in advance and to meet and confer with MEA.

PAY FOR PERFORMANCE INCENTIVE PLAN

The fundamental goals of this reward system are:

1. To highlight desired behaviors and the level of performance required;
2. To foster creativity and reward high performance
3. To encourage teamwork and cross-functional cooperation

The reward system is designed to promote two specific key areas: reduction in cost, as well as gains in quality and quantity of performance. Moreover, in order to promote a new culture of cooperation and teamwork both within and across sections, the rewards are based on the achievements of the section's and entire organization's goals.

At the beginning of each fiscal year, each Activity Group sets its goals and objectives for the following year. These objectives shall be set by O&M Management and senior staff with input from employees. These goals, at a minimum, must address the quality and quantity of performance, level of monetary resources spent, and employees' attendance. Consequently, each section will have at least four objectives / goals for each year.

The amount of savings actualized by each section determines the amount of money available to be used as rewards. The total amount saved is divided equally between the ratepayers and the employees. The 50% available to the employees is then split into two reward pools. One reward pool is available to employees of a specific Activity (i.e., Maintenance, Operations, Administration), the other half goes into a plant-wide reward pool. The exact amount an individual employee receives from each pool is proportional to the percentage of goals met by his/her section as well as by the entire plant. If three out of four section goals are met, 75% of the Activity reward pool will be distributed equally among employees within that section. In order to be eligible for the plant-wide reward pool, a section must meet at least 50% of its objectives. If the eligibility condition is met, that portion of the pool corresponding to the portion of the plant-wide goals met will be equally distributed among the plant's employees. The following are specific guidelines and rules for the distribution of rewards:

1. Each organization (e.g., plant or facility) must have at least four goals, one in each area of quality, quantity, cost savings, and attendance.
2. Each section (e.g., Operations or Maintenance) must have at least four goals, one in each area of quality, quantity, cost savings, and attendance.
3. Rewards are generated only if monetary savings are actualized.
4. Fifty percent (50%) of each section's savings will be returned to the ratepayers.
5. Fifty percent (50%) of each section's savings will be available to be distributed among employees, constituting the section's reward pool.
6. Fifty percent (50%) of the section's reward pool (25% of the total savings in each section) is available to be distributed among employees of that section.
7. Fifty percent (50%) of the section's reward pool (25% of the total savings in each section) will be placed in the plant-wide pool and is available to be distributed among all of the plant's employees.
8. Each section will receive only that portion of its pool that corresponds to the portion of goals met: e.g., if only two of the four goals are met, one half of the section share will be divided equally among employees.
9. Only that portion of the plant's pool that corresponds to the portion of the plant's goals met will be equally distributed among employees.
10. Employees will be eligible to receive their portion of the plant-wide pool only if they have met at least one half of their section's objectives and goals.
11. Since different sections have different opportunities to generate savings, a cap of \$500.00 is applied to each employee per section reward. The excess reward will be redirected to the plant pool so all employees can benefit from it.
12. A cap of \$500.00 per employee per plant-wide pool is also applied.
13. Any portion of the savings that does not get distributed among employees will be returned to ratepayers.

14. The unexpected, unusual breakdowns leading to high expenditure are covered by the department's contingency fund and do not affect the section's budget.
15. The rewards are calculated at the end of each fiscal year and distributed shortly thereafter.
16. The rewards are distributed among the eligible employees equally regardless of their classification and pay steps.
17. These rewards are taxed.
18. The potential \$1,000.00 Pay-for-Performance reward per employee is above and beyond any other rewards they may be entitled to through other City reward pools.
19. Employees who have worked for the Division less than three months at the end of each Fiscal Year are not eligible to participate in this Plan.
20. The new incoming employees working longer than three (3) months with the Division will be included in the Plan. Their share will be prorated based on the number of full months at the O&M Division.
21. Employees moving from one section to another will share in the two sections' rewards based on the number of full months they have worked in each section.
22. Employees leaving the City permanently before the end of the fiscal year will not be eligible to receive any rewards.

ARTICLE 89

Fire and Life Safety Dispatchers and Repair Facility

I. Fire Communications

A. Staffing Levels

In order to address staffing level concerns by MEA, which may result from the implementation of the Emergency Medical Dispatch (EMD) program, the City agrees to produce to the extent such records exist, and discuss with MEA, records of medical and fire dispatch incidents, call volume, average length of calls, types of calls, and the dispatched calls that the Fire Communications Center handled from July 1, 1996 to November 30, 1996 and July 1, 1997 to November 30, 1997. MEA and the City will meet no later than December 31, 1997 to review the comparisons to evaluate the adequacy of staffing levels.

B. Training

The City will provide MEA with details of the training plan, including the number of hours of classroom training, for Emergency Medical Dispatch (EMD) related to new responsibilities under the EMD program, prior to finalizing the training plan. If the Fire and Life Safety Department and MEA do not mutually agree to the training plan, the City Manager's Office will resolve any outstanding issues.

The City will provide MEA with a work plan for the new CAD system training, and installation of the new equipment and work stations by July 31, 1997. MEA may provide to Fire & Life Safety and/or Labor Relations input regarding what it considers unresolved issues no later than August 15, 1997.

C. Performance Standards

The City will provide employees with any changes in performance standards related to the EMD program by July 1, 1997. Employees will be afforded reasonable opportunity to achieve any new standards.

D. Non-City Employees

Under the new EMD program design, Non-City employees will perform dispatch duties related to non-emergency transport and basic life support, and will not perform fire or emergency medical dispatch duties or other duties within the scope of MEA's representation and bargaining units, nor shall such non-City employees direct the work of Fire and Life Safety Department employees within the scope of MEA's representation and bargaining units, nor shall Fire and Life Safety Department employees included within the scope of MEA's representation and bargaining units be required to train non-City employees.

E. Hourly Pool

The Fire & Life Safety Department is committed to developing and maintaining a pool of approximately six (6) trained hourly Dispatchers by October 1, 1997.

F. Certification Pay

Effective July 1, 1997, Fire Dispatchers, Lead Fire Dispatchers (Terminal Class), Fire Dispatch Supervisors and Dispatcher I and II shall be required to obtain and maintain Emergency Medical Dispatch certification, and shall receive an additional 5% certification pay upon evidence of such certification. This certification pay shall be considered as part of base salary and treated as such.

G. Radio Positions

The City and MEA agree to resolve concerns related to the changes in responsibilities of radio positions in the Fire and Life Safety Department including but not limited to the issue of overflow calls by July 1, 1997.

II. Fire Repair Facility

Under the new Emergency Medical and Medical Transportation Services Program Design, non-City employees will not perform any duties or responsibilities currently performed by employees within the scope of MEA's representation and bargaining units, including but not limited to the classification series Storekeeper, Stock Clerk, Auto Messenger, Fleet Parts Buyer, and Equipment Repair Supervisor.

Non-City employees in the Repair Facility shall also not perform and / or direct the work of Fire and Life Safety Department employees within the scope of MEA's representation and bargaining units, nor shall Fire and Life Safety Department employees included within the scope of MEA's representation and bargaining units be required to train or supervise the work of non-City employees.

The City will provide MEA a work plan by June 6, 1997, for the Fire Repair Facility which will detail planned changes based on the implementation of the Paramedic contract. MEA, Fire and Life Safety Department, and the City Manager's Office will meet over any unresolved issues impacting MEA represented employees.

III. Non-City Employees Becoming City Employees

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

IV. Monthly Meetings

The Fire and Life Safety Department and MEA will meet on a monthly basis to discuss staffing, equipment, call data, performance and training issues for Fire Communications and the Fire Repair Facility. In addition, MEA and the City agree to meet and confer on issues within the scope of bargaining to update the Communications Policy Manual during the term of this agreement.

APPENDIX A

ADMINISTRATIVE SUPPORT AND FIELD SERVICE UNIT

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

PROFESSIONAL UNIT

Accountant I
 Accountant II
 Accountant III
 Accountant Trainee
 Administrative Trainee-Management Trainee
 Agricultural Lease Manager
 Airport Noise Abatement Officer
 Assistant Chemist
 Assistant Criminalist
 Assistant Economist
 Assistant Engineer - Civil
 Assistant Engineer - Electrical
 Assistant Engineer - Mechanical
 Assistant Engineer - Traffic
 Assistant Management Analyst
 Assistant Park Designer
 Assistant Planner
 Assistant Property Agent
 Assistant Rate Analyst
 Associate Communications Engineer
 Associate Economist
 Associate Engineer - Civil
 Associate Engineer - Corrosion
 Associate Engineer - Electrical
 Associate Engineer - Mechanical
 Associate Engineer - Traffic
 Associate Management Analyst
 Associate Planner
 Associate Property Agent
 Biologist I
 Biologist II
 Buyer Procurement Specialist
 Buyer-Trainee Procurement Trainee
 Community Development Specialist I
 Community Development Specialist II
 Criminalist
 Deputy Noise Abatement Officer
 Economist
 Fitness Specialist
 add: Fleet Parts Buyer
 Industrial Waste Inspector I
 Industrial Waste Inspector II
 Industrial Waste Inspector III
 Industrial Waste Inspector Trainee
 Junior Chemist
 Junior Engineer - Civil
 Junior Engineer - Electrical
 Junior Engineer - Mechanical
 Junior Planner
 Junior Property Agent
 Lakes Program Manager
 Land Surveying Assistant
 Librarian I
 Librarian II
 Librarian III
 Librarian IV
 Library Assistant
 Marine Biologist I
 Marine Biologist II
 Noise Abatement Officer
 Park Designer
 Park Ranger
 Programmer Analyst I
 Programmer Analyst II
 Programmer Analyst III
 Project Assistant
 Project Officer I
 Property Agent
 Public Information Officer
 Public Service Career Trainee
 (if target class is in this unit)
 Rate Analyst
 Recreation Center Director I
 Recreation Center Director II
 Recreation Center Director III
 Recreation Specialist
 Recycling Specialist I
 Recycling Specialist II
 add: Recycling Specialist III
 Safety Officer
 Senior Buyer Senior Procurement Specialist
 Senior Management Analyst
 Senior Public Information Officer
 Structural Engineering Assistant
 Structural Engineering Associate

SUPERVISORY UNIT

Airport Manager
 Area Manager I
 Area Manager II
 Area Refuse Collection Supervisor
 Asbestos Program Manager
 Assistant Customer Services Supervisor
 Assistant Facility Manager
 Associate Chemist
 Biologist III
 Building Maintenance Supervisor
 Building Services Supervisor
 Building Supervisor
 Carpenter Supervisor
 Cemetery Manager
 Code Compliance Supervisor
 Collections Investigator III
 Communications Technician Supervisor
 Community Development Specialist III
 Customer Services Supervisor
 Data Entry Supervisor
 Deputy City Clerk II
 Disposal Site Supervisor
 District Manager
 District Refuse Collection Supervisor
 Documents Input Supervisor (Terminal)
 Electrician Supervisor
 Electronics Technician Supervisor
 Equipment Repair Supervisor
 Equipment Service Supervisor
 Equipment Trainer
 Fire Dispatch Supervisor
 General Utility Supervisor
 General Water Utility Supervisor
 Golf Course Manager
 Golf Course Superintendent
 Golf Starter Supervisor
 Graphic Communications Manager
 Graphic Design Supervisor
 Greenskeeper Supervisor
 Grounds Maintenance Manager
 Grounds Maintenance Supervisor
 Hazardous Materials Program Manager
 Heating, Ventilating, & Air Conditioning Supervisor
 Horticulturist
 Industrial Waste Program Manager
 add: Instrumentation and Control Supervisor
 Investigation Support Manager
 Land Surveying Associate
~~Latent Print and Evidence Technician~~
 Supervisor-Latent Print and Forensic Specialist Supervisor
 Lifeguard Sergeant
 Litter Control Supervisor (Terminal)
 Marine Biologist III
 Marine Safety Lieutenant
 Metal Fabrication Services Supervisor
 Metal Fabrication Supervisor
 Motor Sweeper Supervisor
 Nursery Supervisor
 Offset Press Supervisor
 Painter Supervisor
 Parking Enforcement Supervisor
 Parking Meter Supervisor
 Payroll Audit Supervisor - Auditor
 Payroll Audit Supervisor - Personnel
 Payroll Supervisor
 Pesticide Supervisor
 Plant Technician Supervisor
 Plumber Supervisor
 Police Code Compliance Supervisor
 Police Dispatch Supervisor
~~Pool Technician Supervisor~~ Aquatics Technician Supervisor
 Power Plant Superintendent
 Power Plant Supervisor
 Principal Buyer-Principal Procurement Specialist
 Principal Clerk
 Principal Customer Services Representative
~~Principal Litigation Investigator~~ Principal City Attorney Investigator
 Principal Plan Review Specialist
 Principal Plant Technician Supervisor
 Principal Police Records Clerk
 Principal Test Administration Specialist
 Principal Utility Supervisor
 Principal Water Utility Supervisor
 Print Shop Supervisor
 Project Officer II
 Property and Evidence Supervisor
 Public Information Supervisor
 Public Works Dispatch Supervisor
 add: Public Works Superintendent
 add: Public Works Supervisor
 Pump Station Operations Supervisor
 Ranger/Diver Supervisor
 Refuse Collection Manager
 Roofing Supervisor
 Senior Accounts Payable Audit Clerk
 Senior Benefits Representative
 Senior Biologist

Senior Building Inspector Senior
Combination Inspector
Senior Building Maintenance
Supervisor
Senior Cashier
Senior Chemist
Senior Civil Engineer
Senior Clerk/Typist
Senior Code Compliance Supervisor
Senior Communications Engineer
Senior Communications Technician
Supervisor
Senior Customer Services
Representative
Senior Disposal Site Representative
Senior Disposal Site Supervisor
Senior Electrical Engineer
add: Senior Electrical Inspector
Senior Electrical Supervisor
Senior Engineer - Fire Protection
Senior Engineering Geologist
add: Senior Housing Inspector
Senior Land Surveyor
Senior Legal Assistant
Senior Legal Secretary
Senior Legislative Recorder
Senior Library Technician
Senior Marine Biologist
Senior Mechanical Engineer
add: Senior Mechanical Inspector
Senior Meter Reader
Senior Park Ranger
Senior Planner
Senior Plant Technician Supervisor
Senior Police Records Clerk
Senior Power Plant Supervisor
Senior Property and Evidence
Supervisor
add: Senior Structural Inspector
Senior Systems Analyst
Senior Test Administration Specialist
Senior Traffic Engineer
Senior Utility Supervisor

Senior Waste Water Operations
Supervisor Senior Wastewater
Operations Supervisor
Senior Water Operations Supervisor
Senior Water Utility Supervisor
Sign Shop Supervisor
Special Events Traffic Control
Supervisor
Stadium Maintenance Supervisor
Storekeeper II
Storekeeper III
Stores Operations Supervisor
Structural Engineering Senior
Supervising Academy Instructor
Supervising Cal-ID Technician
Supervising Criminalist
Supervising Custodian
Supervising Disposal Site
Representative
Supervising Field Representative
Supervising Industrial Waste Inspector
Supervising Librarian
Supervising Meter Reader
Supervising Plan Review Specialist
Supervising Property Agent
Supervising Public Information Officer
Supervising Recreation Specialist
Traffic Signal Supervisor
Tree Maintenance Supervisor
Utilities Training Manager
Utilities Training Supervisor
Utility Supervisor
~~Waste Water Operations Supervisor~~
Wastewater Operations Supervisor
~~Waste Water Treatment Superintendent~~
Wastewater Treatment
Superintendent
add: Water Distribution Operations
Supervisor
Water Operations Supervisor
Water Production Superintendent
Water Utility Supervisor
Work Control Manager

TECHNICAL UNIT

Administrative Aide I
Administrative Aide II
Assistant Documents Examiner
Assistant Interview and Interrogation
Specialist
Assistant Laboratory Technician
Assistant Latent Print Examiner
Assistant Recreation Center Director
Audio Visual Specialist
Building Inspector - Combination
Inspector I
Building Inspector - Combination
Inspector II
Buyer's Aide I
Buyer's Aide II
Cal-ID Technician
Claims Aide
Claims Representative I
Claims Representative II
Code Compliance Officer
Data Entry Operator
Data Systems Technician
Dispatcher I
Dispatcher II
Dispute Resolution Officer
Documents Examiner
Documents Examiner Trainee
Drafting Aide
add: Electrical Inspector I
add: Electrical Inspector II
Engineering Trainee
Evidence Technician - Forensic
Specialist
Fire Dispatcher
Forensic Alcohol Analyst
Graphic Designer
add: Housing Inspector I
add: Housing Inspector II
Hydrography Aide
Interview and Interrogation Specialist
Interview and Interrogation Trainee
Junior Engineering Aide
Laboratory Assistant
Laboratory Technician
Lake Aide I
Lake Aide II
Latent Print Examiner
Layout Composer
Lead Fire Dispatcher (Terminal)
Legal Assistant
Lifeguard I
Lifeguard II

Lifeguard III
Litigation Investigator City Attorney
Investigator
Litter Control Inspector (Terminal)
add: Mechanical Inspector I
add: Mechanical Inspector II
Personnel Assistant I
Personnel Assistant II
Photographer
Plan Review Specialist I
Plan Review Specialist II
Plan Review Specialist III
Plan Review Specialist IV
Planning Technician I
Planning Technician II
Planning Technician III
Police Code Compliance Officer
Police Dispatcher
Police Investigative Aide I
Police Investigative Aide II
Police Lead Dispatcher
Pool Guard I
Pool Guard II
Principal Engineering Aide
Principal Survey Aide
Principal Traffic Engineering Aide
Public Service Career Trainee
(if target class is in this unit)
Public Works Dispatcher
Recreation Aide
Recreation Leader I
Recreation Leader II
Safety Representative I
Safety Representative II
Senior Claims Representative
Senior Data Entry Operator
Senior Drafting Aide
Senior Engineering Aide
Senior Litigation Investigator - Senior City
Attorney Investigator
Senior Survey Aide
Senior Zoning Investigator
Student Engineer
add: Structural Inspector I
add: Structural Inspector II
Swimming Pool Manager I
Swimming Pool Manager II
Swimming Pool Manager III
Victim Services Coordinator
Zoning Investigator I
Zoning Investigator II

IN WITNESS WHEREOF, the undersigned agree to submit this Addendum of the current Memorandum of Understanding to the appropriate bodies.

NOTES

DATE: May 13, 1997

SAN DIEGO MUNICIPAL EMPLOYEES' ASSOCIATION

CITY OF SAN DIEGO

Jon M. Smith
Industria Italiano
Joe Baum
John A. Lopez
Timothy Owens
William V. Nevy
Barbara Dwyer
Joseph H. Delgado
Cheri Russell
Ken Brown
John F. Casey
John A. [unclear]
Harold Delgado
Edna Chi M.
Robert M. Aheiser
Joan Bundy-Bayl
John P. Douglas
L. B.
John K. Hill
Ed Meyer
John M. Reay
Candi Mitchell
John M. [unclear]
Carlos Dantes
[unclear]

Joan McDoug
Cathy Lefin
James [unclear]
Stanley Griffith
Kathryn Lewis
Henry [unclear]