

MEA 7/1/2005 to 6/30/2008

# **Memorandum of Understanding M.O.U.**

This MEMORANDUM OF UNDERSTANDING was made and entered into on July 1, 2005, and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2008.

By and Between:

The City of San Diego




and

San Diego Municipal Employees' Association



*This information is available in alternative formats upon request.*

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## **Parties to the Agreement**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on July 1, 2005, by and between Authorized Management Representatives (hereinafter referred to as "Management") of the City of San Diego (hereinafter referred to as "City"), and the San Diego Municipal Employees' Association (hereinafter referred to as "MEA").

## **Purpose**

It is the purpose of this Memorandum of Understanding (hereinafter referred to as "Memorandum"), to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by the Memorandum; to provide procedures herein for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours of employment and other terms and conditions of employment of the employees covered by this Memorandum, which agreement the parties intend jointly to submit and recommend for approval and implementation.

## **Meet and Confer**

The City and MEA agree to meet and confer during the term of this Memorandum only to the extent required by applicable law, and if agreement is reached in such meeting and conferring, to reduce such agreement to writing, sign and seek any required ratification, implementation, and/or approval.

## **ARTICLE 1**

### **Recognition**

Management formally recognizes the MEA as the exclusive representative for all employees in the Administrative and Field Support, Technical, Professional and Supervisory Units. This Memorandum applies to all classifications listed in Appendix A, and to any new classifications added to Appendix A during its term.

No classification shall be removed from the bargaining units exclusively represented by MEA during the term of this Memorandum, and Management shall not entertain any employee petition which seeks removal from this "represented" status.

## **ARTICLE 2**

### **Implementation**

#### **Section 1.**

This Memorandum constitutes the mutual recommendation to be jointly submitted to the City Council and/or Civil Service Commission. It is agreed that this Memorandum shall be binding upon the parties upon:

- A. The City Council and Civil Service Commission formally acting by majority vote, to approve and adopt these articles within their respective jurisdictions, and
- B. Ratification by MEA shall be done in a timely manner. MEA shall notify Management of the result of the ratification process no later than June 28, 2005.

#### **Section 2.**

The City shall, in a timely manner, complete necessary changes in ordinances, resolutions, rules, policies and procedures to conform to this agreement, using September 30, 2005, as a target date for such completion.

#### **Section 3.**

The tentative agreement shall be submitted to the City Council and MEA for their action as soon as possible after agreement has been reached by the Management Team and the MEA.

## **ARTICLE 3**

### **Term**

The term of this modified Memorandum of Understanding shall begin on July 1, 2005; provided, however, that the effective date of all changes affecting payroll shall be July 2, 2005. This Memorandum shall expire and otherwise be fully terminated at the end of June 30, 2008.

## ARTICLE 4

### Renegotiation

#### Section 1.

MEA shall serve upon the City its full and entire written proposals for a successor agreement by February 4, 2008 with the exception of salary or other economic proposals which shall be presented no later than February 18, 2008. Upon receipt of such written proposals, meet and confer shall begin no later than March 3, 2008.

#### Section 2.

The City will serve upon MEA its full and entire written proposals for a successor agreement by February 25, 2008, with the exception of salaries or other economic proposals. Meet and confer shall begin no later than March 3, 2008, at which time the City will present its full economic proposal. Notwithstanding the above, if federal or state governments take action that has direct effect upon the areas which fall within meet and confer, the City or MEA 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 March 3, 2008, 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 April 1, 2008. If an impasse hearing with the City Council is necessary, it will be scheduled for April 8, 2008. MEA agrees to provide to the Management Team a written statement of its positions regarding any issues at impasse on April 4, 2008.

#### Section 5.

The parties agree to reopen negotiations on the elements of Total Compensation if the City enters into an agreement with another represented employee group that provides more favorable economic terms or less detrimental economic concessions when measured against the Total Compensation provided to MEA-represented employees under this MOU. The elements of Total Compensation are as follows:

- (1) the amount of any general salary increase;
- (2) the amount of any "pick-up" paid by the City for General or Safety Members;
- (3) the amount of the Flexible Benefits Plan dollar contribution;
- (4) the amount of any special assignment pay applicable to employees performing the same duties regardless of bargaining unit;
- (5) the number of Holidays;
- (6) the amount of Annual Leave; and
- (7) the scope of the retiree medical benefits for current employees and the City contribution for retiree medical expenses on behalf of employees hired on or after July 1, 2005.

For purposes of this provision, the phrase "more favorable economic terms or less detrimental concessions" will be evaluated using a total compensation costing method, not each item on its own. To illustrate, if another bargaining unit agrees to a lower dollar value in Flexible Benefits to achieve a higher general salary increase, this will not be considered a more favorable economic term, as long as the total compensation percentage is the same.

If the City intends to grant a more favorable benefit or request a less detrimental concession as specified above, it shall provide MEA with notice and opportunity to reopen negotiations on the issues directly related to the favorable economic terms or less detrimental concessions. Similarly, negotiations may also be reopened by MEA upon learning of a proposed term negotiated by another recognized organization as a result of an impasse hearing or other public disclosure.

Upon request of MEA to reopen negotiations under this provision, the City will take the necessary steps to preserve the ability to amend any salary ordinance so that the City can fulfill its obligation to bargain in good faith during the reopening of negotiations.

#### Section 6.

During the term of this MOU, if the current level of pension benefits and/or pension contributions and/or the availability of a defined benefit pension plan is invalidated by court order or by an amendment to the State Constitution, the reductions in the "pick-up" contained in Article 22 of this MOU will immediately sunset and revert back to the level of "pick-up" in effect on June 30, 2005, and the parties will reopen negotiations on pension issues at either party's request.

#### Section 7.

At the conclusion of the joint study specified in Article 22 on the retiree medical defined contribution plan for employees hired on or after July 1, 2005, the parties will reopen negotiations on the results of the study.

#### Section 8.

At the conclusion of the joint study specified in Article 22 on retiree medical benefits for employees hired before July 1, 2005, the parties will reopen negotiations on the results of the study and will implement agreed-upon changes. This effort will not result in any change to this MOU unless there is a mutual agreement to make the change following the study outcome.

#### Section 9.

At the conclusion of the joint study specified in Article 28 on the Flexible Benefits Plan, the parties will reopen negotiations on the results of the study and will implement agreed-upon changes. This effort will not result in any change to this MOU unless there is a mutual agreement to make the change following the study outcome. Any savings generated by restructuring the Flexible Benefits will be used to increase the annual Flexible Benefits contribution.

## ARTICLE 5

### Grievance Procedure

#### I. Policy

- A. Employees have the right to file grievances without jeopardizing their positions.
- B. Employees may represent themselves or be represented by a steward designated pursuant to Article 6 of this agreement or be represented by MEA at any or all steps in the grievance procedure.
  - (1) The employee has the right to the assistance of a steward and/or a MEA representative in the investigation, preparation and presentation of a grievance.
  - (2) Employees may have no more than one City employee and one non-City employee as representatives for a grievance hearing. A person not acting as a representative may take notes or observe.
  - (3) Notwithstanding any other provision of this agreement, an employee in a class assigned to the Administrative and Field Support Unit, the Technical Unit, the Professional Unit, may not select as a representative, an employee assigned to the Supervisory Unit. An employee in the Supervisory Unit may not select as a representative a supervisor in the employee's chain of command, or a higher ranking supervisor in the same division. This does not apply to stewards.
- C. Grievances may be initiated by the employee, a steward, or by a formally recognized employee organization on the employee's behalf. If an employee chooses to have representation on any formal grievance concerning a matter that directly involves the interpretation or application of the specific terms and provisions of this Memorandum of Understanding, such representation must come from MEA.
- D. The employee's, steward's or employee organization's first contact regarding job and working conditions is with the immediate supervisor and supervisors shall attempt to settle grievances informally at this level.
- E. A grievance will normally be presented and processed on City time, and a grievant attending a grievance meeting in his/her own behalf on City time will not lose pay. In scheduling the time, place and duration of any grievance meeting, the employee, a steward or MEA Representative and Management will give due consideration to all the participants' responsibilities in the essential operations of the department. Management has the unequivocal right to schedule grievance hearings as convenient. Hearings may or may not be held during an employee's normal shift. No overtime pay will be given to the grievant. Representatives, witnesses, or other participants will receive overtime pay if ordered to be present by the appointing authority.

#### F. Waivers and Time Limits.

- (1) Failure by Management to reply to the employee's grievance within the time limits specified automatically processes the grievance to the next level.
  - (2) Any level of review, or any time limits established in this procedure, may be waived or extended by mutual agreement confirmed in writing.
  - (3) If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.
  - (4) By mutual agreement, the grievance may revert to a prior level for reconsideration.
  - (5) If a grievant fails to appear for a scheduled grievance meeting, such failure without an excuse approved by the appointing authority shall entitle Management to decide on the grievance without the presence of the grievant, or to schedule another meeting at that level (in which case the time requirements for hearing and decision are automatically waived). Failure to appear at two meetings on the same grievance without an approved excuse automatically terminates that grievance and it is deemed denied. The grievance shall then not be subject to further appeal or reconsideration.
  - (6) When a grievant is on approved leave the time limits established in this procedure shall be suspended for the period of the leave.
  - (7) No grievance shall be finally dismissed for an unexcused failure to appear at a scheduled hearing unless the grievant had been given 24 hours notice of the hearing.
- G. The Management Team shall provide MEA with copies of all grievances regarding this MOU filed by employees, within the MEA Bargaining Units, who choose to represent themselves.
  - H. MEA agrees to pursue all claims of violation of this MOU through the grievance procedure. Resort to other remedies shall not be pursued until all steps of the grievance procedure have been exhausted. If the employee or MEA does resort to remedies outside the grievance process prior to its completion, the grievance process is automatically terminated. When MEA feels that an employee may be subject to immediate and irreparable harm, MEA will contact the City Manager's Office directly prior to initiating some other type of action. MEA will allow the Manager's Office a reasonable period of time to address such a grievance prior to initiating action outside of the City. Utilization of this procedure shall be deemed to exhaust the grievance procedure.

## II. Definitions

- A. A grievance is a claim or charge of misunderstanding, or difference in interpretation, or violation of provisions of the Civil Service Rules, the Personnel Manual, this Memorandum of Understanding, or Management policy or regulations including but not limited to Administrative and Departmental Regulations, which affect wages, hours, or other terms and conditions of employment.
- B. Actions which are covered in the City Rights Article of this Memorandum are not grievable, but this shall not preclude employees or their representatives from consulting with Management about the practical consequences such actions may have on wages, hours, and other terms and conditions of employment. In addition, actions covered by another appeals process as described in the Civil Service Rules, Personnel Manual, or this Memorandum are not grievable and shall not be processed through this Grievance Procedure.
- C. If the grievance system is abused by an unreasonable number of submissions by one individual or group and which is obviously designed to thwart orderly processing or if the grievances are patently irrelevant, or incomprehensible, such grievances shall be rejected as non-grievable. Such rejection shall be grievable.
- D. Wherever applicable, the term "working days" means the actual work days of the individual on whom the time limits are imposed, excluding Saturday, Sunday and holidays.

## III. Procedures

### A. General

- (1) Management of the department has the responsibility to inform an employee of any limitation of a given level of Management's authority to fully resolve the grievance. In this regard, Management shall:
  - (a) Supply the employee with the necessary information to process the grievance to the proper agency or authority.
  - (b) Advise an employee when any matter under submission is determined by Management as not grievable according to the definitions in Section II above. The "grievance" paperwork submitted by the employee shall be returned to the employee along with a memorandum explaining why the matter is not grievable and what alternative procedures, if any, the employee may follow to process his/her complaint. If a grievance is determined to be non-grievable, that decision may be appealed to the next step without reverting to a lower step. A decision favorable to the employee or the MEA in this latter grievance shall serve to reinstate the original grievance in whole. The grievance need not revert to a lower step.

- (2) When a group of identical grievances develop, only one grievance form shall be submitted. The grievants may select not more than two (2) spokespersons who thereafter will be their representative "grievants". The acceptance of the decision by the spokespersons at any step (or final decision if the grievance moves to the fifth step) will be binding on all parties.
- (3) A grievance shall be recognized if it is brought to the attention of the immediate supervisor either informally or formally within ten (10) working days of the incident's occurrence, unless an extension was approved by the Labor Relations Manager.
- (4) If the grievance is between the employee and the immediate supervisor, the initial step may be to the next higher level supervisor.
- (5) To be recognized, a grievance must state which policy, rule, regulation, etc., is involved in the matter and the nature of the remedy sought by the employee or MEA. In the event that the grievance is rejected for failure to state which policy, rule, regulation, etc., is involved, it may be amended by the grievant or MEA.

### B. Steps:

- Step 1: At the employee's or employee organization's sole option, grievances may be presented to the supervisor either orally or in writing. If the complaint is presented orally, the procedure is informal and may be settled by an oral answer given within five (5) working days to the employee and MEA representative. If the grievance is presented in writing, the procedure is formal, a meeting with the grievant and MEA shall be held, and the answer must be given in writing within five (5) working days after the meeting at which the supervisor has been provided the written grievance.
- Step 2: If the problem cannot be solved at Step 1, the employee or employee organization may present the complaint in writing to the second level supervisor (if not done at Step 1) within five (5) working days. Within five (5) working days of the receipt of the grievance, a hearing shall be held and the Management representative shall give a written decision to the employee and the MEA representative within 10 working days after the hearing.
- Step 3: If the problem is not resolved at Step 2, the employee or employee organization may submit the grievance to the division head within five (5) working days. Within ten (10) working days of the receipt of the grievance, a hearing shall be held and the division head shall give a written decision to the employee and MEA within 10 working days after the hearing. In smaller departments, this step is deleted.



Step 4: If the dispute is not solved in Step 3, the employee or employee organization may present the grievance to the Department Head within five (5) working days. Within ten (10) working days of the receipt of the grievance, a hearing shall be held and the Department Head (or designee) shall give a written decision to the employee or MEA representative within 10 working days after the hearing. In non-managerial departments, this shall constitute the final resolution of a grievance involving Management policy or regulations.

Step 5: Final Resolution of Grievance: If the grievance is still in dispute after Step 4, the employee or employee organization may request a further hearing, which at the discretion of the Management Team will take place before the Civil Service Commission, on matters over which the Commission has authority, or before the City Manager or his designee, by submitting the grievance within five (5) working days. (If it is determined that the hearing should be held before the Civil Service Commission, a fact-finding hearing to define the issues in the grievance will be held by the Personnel Director with the employee and/or employee organization, prior to the date set for the Commission hearing. The grievance may be settled during such fact-finding hearing, if a mutually acceptable solution is developed.) The decision of the Commission shall be issued at its next regularly scheduled meeting following the hearing by the Personnel Director. In grievances answered by the Manager, a hearing shall be held and a written response given within ten (10) working days from the date of receipt of the appeal from the fourth step. The employee or employee organization may only request a hearing before the Civil Service Commission, in matters solely involving Civil Service Rules or the Personnel Manual. In non-managerial departments, this step shall constitute the final resolution of a grievance involving a violation of this M.O.U.

Step 6: Grievances arising out of the disagreement on interpretation or application of this Memorandum shall follow the City-wide grievance procedure. MEA may formally request to continue the grievance, not later than ten (10) days following receipt of the answer at the final step of the grievance procedure (provided it was heard by the City Manager), by serving written notice upon the Management Team. The Management Team will refer the grievance to the City Council for hearing and decision.

## ARTICLE 6

### Stewards

#### Section 1 - General

MEA may designate stewards to represent employees in the processing of grievances subject to the following rules and procedures:

- A. MEA and Management shall agree to a reasonable number of stewards within each facility.
- B. MEA shall furnish Management representatives on July 1 of each year with a written list identifying by name and assigned work areas all regular and alternate stewards, and the list shall be kept current by MEA.
- C. MEA will designate as stewards only employees who have passed an initial probation period and have been designated as permanent and have a satisfactory as their most recent performance evaluation. MEA will also designate, and the City will recognize, as stewards only employees currently assigned to classifications in the units represented by MEA, as listed in this Memorandum.
- D. Stewards may only function within the boundaries of their City approved area of MEA assignment. Stewards who are not on a current MEA submitted and City approved list of stewards shall not be recognized as stewards by the City and shall have none of the rights or privileges agreed to as a steward.
- E. A steward shall not be transferred, or changed to a different work shift without notifying MEA in advance. A prior notice to MEA shall not be construed as limiting Management in its prerogatives to transfer or change the work shift of a steward.
- F. Failure of a steward to abide by any of the provisions of this section may be cause for the City to revoke recognition of said steward. Prior to taking such action, Management will meet and consult with MEA.
- G. It is recognized by both parties that stewards' functions are necessary in maintaining sound employer-employee relations on the job.

#### Section 2 - Handling Grievances

- A. When requested by an employee who has a grievance, a steward, with permission of his or her supervisor, may investigate any grievance in his or her assigned work area and assist in its preparation and presentation.
- B. After notifying and receiving approval of the immediate supervisor, a steward shall be allowed reasonable time off during working hours, without loss of time or pay to investigate, prepare and present such grievances. The immediate supervisor will authorize the steward to leave his or her work unless compelling circumstances require refusal of such permission, in which case the immediate supervisor shall inform the steward of the reasons for the denial and establish an alternate time when the steward can reasonably be expected to be released from his or her work assignment.

- C. When a steward desires to contact an employee at his or her work location, the steward shall first contact the immediate supervisor of that employee, advise the nature of the business, and obtain the permission of the supervisor to meet with the employee. The immediate supervisor will make the employee available promptly unless compelling circumstances prohibit the employee's availability, in which case the supervisor will notify the steward when he or she can reasonably expect to contact the employee within 24 hours.
- D. A steward's interview or discussion with an employee on City time will be handled expeditiously.
- E. MEA may appoint a Chief Steward or alternate who may act in instances where a job site steward is not available.

### Section 3 - Discipline

- A. Stewards will also be provided with reasonable time to represent employees in actual disciplinary meetings and hearings between Management and the employee being disciplined subject to the provisions of Article 8.
- B. Stewards involved in disciplinary actions will be allowed a maximum of two (2) hours to meet with employees to discuss disciplinary actions. In accordance with the procedure described in Section 2, B. above, the steward must arrange this time with his or her supervisor.

## **ARTICLE 7**

### MEA Access

- A. Authorized MEA paid non-City employee representatives may be granted access to work locations in which employees covered hereby are employed, for the purpose of conducting grievance investigations and observing working conditions. Authorized MEA representatives desiring such access to such work locations shall first request entrance from the appropriate Management representative, at which time the authorized representative shall inform said Management representative of the purpose of the visit. The Management representative may deny access to a work location if in his or her judgment it is deemed that a visit will unduly interfere with the operations of the department or facility thereof, in which event the Management representative will recommend an alternative time for the visit within 24 hours unless the Management and MEA representatives mutually agree on an alternative time for the visit. MEA representatives shall not unduly interfere with operations of any Department during a visit. Representatives have the right to meet with employees during authorized coffee, rest or lunch breaks at City facilities as may be available, in compliance with access procedures in this article.
- B. MEA shall, within thirty (30) days of the effective day of this Memorandum, give to Management a written list of all authorized representatives, which list shall thereafter be kept current by MEA. Access to work locations hereunder will be granted only to representatives on the current list.

- C. Authorized MEA representatives may be given access to non-security work locations during working hours to conduct grievance investigations and observe working conditions on the condition that MEA representatives will comply with the regulations established in this Article, and that MEA representatives shall not interfere with work operations of any Department of the City.

## **ARTICLE 8**

### Employee Representation

- A. An employee is entitled, upon his or her request, to representation, not to exceed one City employee and one non-City employee during each of the following proceedings. In addition, one observer may also attend if authorized by the Manager's Office. Under no circumstances shall an employee suffer any retaliation or harassment for his/her requesting such representation.
  - 1. During any investigatory or fact-finding meeting where there is a reasonable expectation, by the supervisor or the employee, that discipline might result. Such representation is not available in cases requiring immediate removal or suspension as defined in Civil Service Rule XI.
  - 2. During the required discussion of any document, including an "Unsatisfactory" or "Below Standard" Performance Evaluation, written warnings, reprimands or note of counseling which are to be made part of the employee's permanent record and/or which may be used as a basis for subsequent discipline.
  - 3. During any Skelly hearings prior to the imposition of a suspension, reduction in compensation, demotion or discharge as outlined in Civil Service Rule XI.
  - 4. During the appeal hearing(s) of any disciplinary action.
  - 5. During the presentation of any grievance at any and all steps of the procedure described in Article 5 of this agreement.
- B. In all other instances, Management has the right to counsel employees as it deems appropriate without employee representation being present.
- C. Management shall give an employee, who is notified of a proceeding described in A. above advanced notice, including a reasonable amount of time to consult with his/her representatives and to prepare a response. (At the time of notice, Management shall also inform such an employee of his or her right to representation.) An employee shall have the right to contact a representative for this purpose by the reasonable use of City facilities and while on City time so long as said contact does not unduly interfere with the operation of the Department or facility.
- D. The City employee representative shall not be an employee subject to the same investigation or fact-finding.

- E. Once Management is notified that MEA represents an employee in any of the proceedings described in A. above, MEA will receive copies of all correspondence and notices sent to the employee related to the matter.

## ARTICLE 9

### Personnel Regulations

The following Personnel Manual Sections, Administrative Regulations, and other official regulations shall be included in this Memorandum as if fully set out at this point. The provisions of such documents which affect wages, hours and other terms and conditions of employment which would otherwise be subject to meet and confer, shall not be changed.

E-7, Transfers, Demotions, and Status Changes  
G-1, Code of Ethics and Conduct  
G-2, Permanent Appointment Probationary Periods  
G-2A, Permanent Appointment Probationary Periods  
G-7, Employee Performance Review Program  
H-1, Bilingual Pay  
H-2, Holidays  
H-3, Out-of-Class Assignments  
H-4, Overtime Compensation  
H-5, Salary Status of Part-Time Positions  
H-6, Shift Differentials  
H-7, Stand-by Pay  
H-8, Step Increases  
H-9, Starting Salary Upon Appointment  
I-2, Annual Leave  
I-9, Court Leave  
M-1, Apprenticeship Training  
45.10, Employee Transportation Authorization  
45.90, Tool Allowance  
63.00, Industrial Leave  
70.30, Tuition Refund Plan  
70.50, Vocational Rehabilitation  
75.12, City Manager Vehicle Accident Review and Prevention  
75.40, Light Duty  
95.01, Overtime Compensation  
95.60, Code of Ethics and Conduct  
95.90, Unused Sick Leave and Accrued Annual Leave Reimbursement  
95.91, Employee Recognition and Award Programs  
Long Term Disability Plan (on file with City Clerk)  
Smoking Policy (on file with City Clerk)  
Employer-Employee Relations Policy (300-6)  
Civil Service Rule V, Layoff and Reemployment  
Civil Service Rule VII, Appointments

It is the City's intent to propose modifications to Personnel Manual Section G-7, Employee Performance Review Program.

The City and MEA agree to meet and confer regarding the City's proposed modifications to these documents which affect wages, hours and working conditions during the term of this agreement. If agreement is not reached on the City's proposed modifications, the existing provisions of these documents that affect wages, hours and working conditions shall remain in force through the term of this MOU. The City agrees to implement the EPRP Pilot on a permanent basis only after the affected Departments have received preparatory training.

### 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, 1998, and thereafter meet with MEA to discuss any concerns regarding this list. When finalized, the incumbents will be paid the appropriate shift differential prospectively.

It is the City's intent to modify A.R. 95.90 in order to comply with IRS rules related to the taxation of annual leave payoff at separation.

### Special Leave Without Pay:

During the term of the agreement the City and MEA agree to review the provisions of the SLWOP as they affect seniority. Any modifications will be prospectively applied.

The City agrees to modify Personnel Manual Section G-2 as follows:

## II. POLICY

### B. Duration of Probationary Periods:

3. That remaining portion of the original probationary period in the case of a probationary employee who transfers to another department, retaining the same classification. (In addition, such transfers will also be subject to the 60 calendar day trial period provided for in Section F below.

## ARTICLE 10

### Personnel Practices

#### A. Employee Personnel Files

1. An employee, or an MEA representative with the written consent of the employee, may inspect the employee's personnel files. The request to inspect files shall be granted at a time that is convenient to both Management and the employee. The inspection shall be made in the presence of an appropriate supervisor. If requested by the employee, copies of the record, or any portion thereof, may be provided to the employee, or anyone designated by the employee. Charges for these copies may be made in accordance with Administrative Regulation 95.20, Pricing and Furnishing City Documents.

2. An employee shall be entitled to read any statement on his or her work performance or conduct if such statement is to be filed. The employee shall acknowledge reading such material by affixing his or her signature on the actual copy to be filed, with the understanding that said signature merely signifies that the employee has read the material to be filed and does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor will sign, noting the refusal of the employee to sign.

No disciplinary documents will be placed in an employee's permanent personnel file unless the procedure in paragraph 2 is followed. Any documents placed in the employee's file in violation of this provision will be removed at the employee's request.

#### B. Commendations

1. All written commendations initiated by City Management shall be placed in the employee's permanent personnel file.
2. An employee may request that all commendations may be entered as a permanent part of an employee's personnel file. Commendations may include such items as letters from the public, suggestion awards, educational or training honors, and civic club presentations.

#### C. Vacancies

Neither party shall intimidate or encourage qualified eligibles from a certification list to waive appointment. Waivers shall be an employee decision only and shall normally be submitted in writing by the employee. Violations of this Section shall be subject to the grievance procedure.

#### D. Dismissal During Probation

Probationary employees in classifications in these Units shall normally receive at least five (5) working days notice of dismissal during probation, either through the performance report or other written notification.

#### E. Performance Reports

1. Performance Reports will normally be given to the employee within 14 calendar days after the close of the rating period. However, in no case shall the Department give a performance report to an employee later than 30 working days after the close of the rating period without the prior approval of the City Manager's Office or non-managerial Department Head. Approval is required for the presentation of the performance report more than 30 working days after the due date, not for the content of the report. Failure to obtain such prior approval gives rise to a grievance which MEA may present directly to the City Manager's Office or to the non-managerial Department Head.

Employees will be informed when permission has been granted to give a performance report later than 30 working days after the close of the rating period.

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

An "annual" performance report should not be prepared if the employee's performance has already been evaluated in "supplemental performance reports" for the entire period which the "annual" would otherwise cover, as such an additional "annual" report would be unnecessarily cumulative. Where there has been one or more "supplemental performance report(s)" during the year, however, an "annual" report shall not re-state the information otherwise covered by the "supplemental(s)", but may make a simple reference to the fact of the "supplemental(s)" having been issued during the year. Moreover, the rating on the "annual" report shall fairly and accurately describe the overall performance of the employee during the months actually being described and evaluated in the "annual" report and the fact of any "supplemental(s)" having occurred during the year shall not dictate or predominate in deciding the employee's rating. It is the intention of the parties to give an employee the opportunity to overcome the deficiencies noted by way of a "supplemental" and to achieve an improved rating at the time of an "annual performance report."

2. Rating Performance Reports: Raters should remember that Employee Performance Plans are developed for positions, not personalities; that they should rate job performance, compared to the expected performance standards.

Raters should assemble and review data gathered on an employee's performance throughout the rating period, such as production records, observations, draft documents, work product, commendations, citizens complaints, and similar tangible evidence.

The basis of evaluations should concentrate on facts and concrete instances of performance. Raters should focus on performance throughout the rating period, not merely on recent experience.

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.

3. Supervisor-Employee Conference: The supervisor should point out the employee's progress in performing job functions and meeting performance standards, achievements, areas in which improvement is necessary, why they are needed, how they can be accomplished with the supervisor's assistance, as well as any other performance information considered to be important.

4. Issuance of Less than Satisfactory Reports: Supervisors should provide regular feedback to their employees during the rating period. In instances where improvement is needed, the supervisor should provide guidance and assistance on how to improve so as to allow the employee an opportunity to raise his or her performance level to satisfactory.

If it is determined that an employee will be issued a less than satisfactory performance report, the employee shall be provided reasonable advance notice for the purpose of obtaining representation. However, this shall not be construed so as to require Management to delay issuance of a less than satisfactory performance report past an employee's probation period or transfer trial period end date.

An overall performance rating of Below Standard or Unsatisfactory shall include written comments as to what remedial action was discussed, what corrective action (such as warnings or other discipline) may have been taken, and a follow-up review date within 90 days where appropriate.

In reviewing less than satisfactory performance reports, the appointing authority should determine if reasonable efforts have been made to assist the employee to become a satisfactory employee.

5. Employees who are on light duty shall still be evaluated. The light duty assignment will not interrupt or suspend the normal rating period for Employee Performance Reports. The usual performance standards shall be utilized for the time period that the employee was performing the full range of duties. For the period of time during which the employee is on light duty, the evaluation will cover the performance of the employee while on light duty. This may be done in a simple narrative form as an addendum to the usual form.
6. The rating period for an Employee Performance Report shall not exceed twelve months. The department will not retroactively evaluate employees beyond a 12-month period.

#### F. Citizen Complaints and Route Slips

Employees will be notified of any citizen complaint or route slip in which they are identified by name or in which they can be identified by Management from the information received. If the complaint is resolved in the employee's favor, the complaint, together with all related documents, shall be removed immediately from the employee's personnel file(s), unless the employee requests in writing that the document be retained.

#### G. Transfer and Promotion

Any employee receiving and accepting an offer of promotion or transfer will be released from the employee's current position in a timely fashion as mutually agreed by the appointing authority and the employee.

#### H. Access to Information Regarding Employment

MEA may bring to the attention of the City Manager, or his or her designee, the identity of any work location where employees do not have reasonable access to documents which affect or describe their terms and conditions of employment, including but not limited to this M.O.U.; the Personnel Manual; Civil Service Rules; Departmental Instructions; Policies and Regulations; and relevant sections of the City Charter and Municipal Code. The Manager shall make a reasonable effort to remedy the situation in order that all employees have reasonable access to these documents.

#### I. Fact Finding

Management shall give an employee sufficient notice of its desire to conduct a fact-finding session so as to allow the employee to obtain representation if he or she chooses.

A copy of the fact finding questions will be provided to the employee and the employee's representative at the beginning of the fact finding session.

Employees will normally receive written notification of the results of any fact finding interview within 30 calendar days of the interview. Employees not receiving such notification may request through the City Manager's Office, the results of the fact finding. Such results shall be made available to the employee unless the City Manager determines that extraordinary and extenuating circumstances require additional time in which case the employee will be given the reasons additional time is required and a projected date for conclusion of the fact finding process.

No fact-finding session will be tape-recorded without the express consent of all parties present in the session. If a tape is made pursuant to such consent, the party who makes the tape will provide a copy, within one working day, to any participant in the session who requests it.

#### J. Skelly Rights

Management agrees to follow appropriate procedures during any Skelly hearings prior to the imposition of a suspension, reduction in compensation, demotion or discharge as outlined in Civil Service Rule XI.

#### K. Merit Increase

Department management will maintain records of merit increase recommendations and will notify employees in writing of decisions to recommend denial of merit increases.

L. Duplication of Discipline

The City agrees that if an employee is disciplined for a specific act, that said discipline shall be final for the particular act once the appeal process is complete.

This does not preclude the City from considering this discipline as part of the progressive disciplinary and employee performance evaluation processes should any future discipline be necessitated.

M. Documentation

In connection with any proposed adverse action, the City shall provide the employee and/or his or her representative with all documentation related to the proposed action and/or the reasons for it, including but not limited to notes made in connection with any fact finding.

N. Notice of Appointment with Terms

After a person is appointed to a position from an official Personnel Department Certification, the City shall provide the person with a notice which indicates the person's official appointment date, his or her job status, the starting salary and salary step upon appointment and length of probation.

O. Equity in Access to Opportunities

1. Opportunities

Departments will ensure that training, out-of-class assignments, special assignments, and committee assignments will be offered fairly to division employees.

Departments will also ensure that clerical employees will have equal opportunity to participate in appropriate city-wide or departmental meetings and committees, special events, awards ceremonies and other functions.

2. Communication

To the extent practical, Departments will communicate with employees about general criteria used for promotions and how they can better prepare themselves within their current classifications for promotions or career advancements. Such communications may be made through department or City publications, during staff meetings, or through special conferences with all employees.

P. Clerical Career Path and Futures Committee

The City and MEA recognize the changes occurring in the clerical and support classes due to the new technologies that have been implemented or will be implemented within various departments. In order to avoid a crisis when the time of full implementation comes, the following committee is being proposed.

The City agrees to a joint committee with MEA to discuss how to expand current and future career paths for the clerical and the data processing occupational groups. In addition, the committee will study the projected future usage for these classes and develop a proactive plan which will analyze future demands, training and skills that will be needed and make recommendations on transition classification issues the departments or employees may have.

The composition of the committee will be determined jointly by Management and MEA.

ARTICLE 11

Use of City Facilities

- A. The MEA may, with the prior approval of the Management Team, be granted the use of City meeting room facilities during non-work hours for meetings of City employees provided space is available, and provided further, such meetings are not intended for organizational activities or membership drives of City employees.
- B. Solicitation of membership and activities concerned with the internal Management of the MEA such as collecting dues, holding membership meetings, campaigning for office, conducting elections, and distributing literature to individual employees, shall not be conducted during working hours.

ARTICLE 12

Bulletin Boards

The City will furnish, for the exclusive use of MEA, adequate bulletin board space at reasonable locations. Additional bulletin board space or locations may be made available by mutual agreement as additional changes occur in work site locations during the year. MEA representatives shall have access at any time to the bulletin boards. The boards and only these designated boards shall be used only for the following subjects:

- A. Information on MEA elections and the results, Stewards' reports and notices.
- B. Reports of official business of MEA, including reports of committees or the Board of Directors.
- C. Scheduled MEA meetings and news bulletins.
- D. Any other written material which first has been approved by the Department Head.

The City will look into areas where the space provided to MEA is being misused or vandalized.

## ARTICLE 13

### Mail Station

Management shall continue to provide MEA with mail stations at the Cemetery and ILS downtown office. MEA agrees to continue to use these boxes and the City's interoffice mail system only for official communications with City Management and to respond to employee inquiries.

## ARTICLE 14

### Payroll Deductions and MEA Dues

- A. It is agreed that MEA dues shall be deducted bi-weekly by Management from the salary of employees when authorized by Section VI (B) of the Employer-Employee Relations Policy who file with the City a written authorization requesting that such deductions be made. Remittance of the aggregate amount of all fees shall be made to MEA by Management bi-weekly at the conclusion of each pay period in which said fees and deductions were deducted.
- B. Dues shall be for a specified amount and shall be made only upon the voluntary written authorization of the employee. The authorization or cancellation of fees shall be made upon clearly marked cards provided by MEA.
- C. When an employee is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the employee deposit (with the City) the amount that would have been withheld if the employee had been in a pay status during that period. In case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- D. MEA shall indemnify, defend, and hold the City of San Diego harmless against any claims or suits instituted against the City of San Diego contesting the check-off of dues. In addition, MEA shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.
- E. In the event of any concerted action authorized by MEA which encourages employees to withhold their services to the City, the City Council has the right, by resolution, to immediately cease the collection and remittance of dues and other deductions to MEA. Before invoking its rights under this paragraph, the City will notify MEA of its intention and meet to discuss the matter if requested by MEA.
- F. Upon request, the Personnel Department shall provide a list of new employees (department and classification).
- G. Such payroll authorization deduction form may, at the election of MEA, include a provision that the authorization is for a specific term. Under no circumstances will the City be required to enforce this provision.

- H. The City will not oppose the MEA's efforts to pursue the establishment of additional lawful benefits for its members including but not limited to affiliated institutions with all privileges and powers authorized by State and Federal law.
- I. The payroll deduction provision in Council Policy 300-6, Section VI (B) will be enforced.
- J. It is agreed that MEA fees for its prepaid insurance plans shall be remitted by the Department of Risk Management in the aggregate amount according to the following procedure:
  - 1. On the payday following the end of each pay period, Risk Management shall forward to the MEA copies of the Flexible Benefits printout for MEA Dental and Vision Plans.
  - 2. Risk Management shall audit and balance the reports and remit to the MEA the aggregate amount shown as soon as feasible within City Auditor and Comptroller guidelines for processing Requests for Direct Payment.
- K. Management and MEA will meet and confer, without impasse, on computer access fees for CAPPs and Benefit Data Access.
- L. An agency fee provision requiring employees to become a member of MEA or to pay a service fee shall be implemented in the Professional and Supervisory Units effective on July 1, 2005, on the same terms and conditions as currently in effect for the Technical and Administrative Support and Field Service Units. In the event that the agency fee arrangement is terminated by a lawful vote of the employees in any bargaining unit, a modified agency fee shall be in effect for the duration of this MOU, such that each person hired to fill a position in the affected bargaining unit shall, as a condition of employment in that position, be required to become a member of MEA or to pay a service fee. The Memorandum of Understanding Regarding Agency Shop between the City and MEA, executed on October 31, 2001, is hereby incorporated by reference into this agreement as if fully set forth herein.

## ARTICLE 15

### Presidential Leave

The parties agree to a Presidential Leave Program for the President of MEA with the following elements:

- 1. The President will remain a full-time City employee receiving a salary equal to the salary the President is receiving at the time he or she takes office. This amount will reflect the base pay the President receives as calculated for retirement purposes and will not include any add-ons that are not part of the retirement calculation. During Presidential Leave, the President will receive raises commensurate to the raises of employees in his or her classification.

2. The President will maintain all the rights and benefits of a City employee. During normal work hours the President shall be subject to all applicable provisions of law, including all the policies and procedures of the City, all terms and conditions contained in this Memorandum of Understanding, and the affidavit of adherence referenced in paragraph 7 below. Normal work hours means 8:00 a.m. to 5:00 p.m. Monday through Friday, or an equivalent schedule approved in advance by the City Manager.
3. The President will be covered by the City's Workers' Compensation Plan for any injuries incurred while the President is performing representational activities during normal work hours as defined in paragraph 2 above. Worker's compensation benefits will not cover travel time to and from the President's home to his or her primary workplace, or to and from social activities from any location, but will cover travel time to or from representational meetings during normal work hours.
4. MEA will indemnify, defend, and hold harmless the City, and its employees and agents, for any liabilities, including costs and attorneys' fees, resulting from any conduct by the President in violation of any federal, state, or local law, or any City policy or procedure, including but not limited to Council Policies, Administrative Regulations, Personnel Regulations, Administrative Manuals, or Department Directives, Policies and Procedures.
5. MEA will indemnify, defend, and hold harmless the City, and its employees and agents, for any liabilities resulting from the City's not withholding employment taxes pursuant to the Federal Insurance Contributions Act (FICA) from the President's wages, including but not limited to the obligation to pay those employment taxes determined to be due (both the employee and City portions), interest on the late payment of those taxes, penalties for failure to timely file, pay, withhold and remit the taxes, plus costs and attorneys' fees.
6. An employee on approved Presidential Leave will submit his/her bi-weekly time card in a timely manner to the Labor Relations Manager or his/her designee for authorization signature. The bi-weekly time card will then be forwarded to the Manager's Payroll Specialist for processing and transmission to Personnel for review and the Auditor and Comptroller for payment.
7. The Union President may enter Presidential Leave by providing a notice of such election to the City Manager/Labor Relations Office and executing an affidavit of adherence to the provisions of Presidential Leave outlined above.

## ARTICLE 16

### Rest Periods

- A. The City of San Diego and MEA jointly endorse the practice of progressive management which recognizes that regular, authorized rest periods are beneficial both to employees personally and to the productivity of the organization.

- B. Subject to work assignments and departmental requirements, department heads are authorized and encouraged to allow rest periods for employees within the limits of the policy outlined below:

1. Two 15-minute rest periods (including "travel time" if the employee leaves the work area) shall be allowed during each 8-hour workday ("travel time" means pedestrian travel or travel in the employee's private vehicle). Employees working less than an eight-hour work day shall also be given rest periods near the end of each consecutive two hours worked, including overtime, except in situations where public safety, public health or emergencies exist.
2. Subject to work assignments and department requirements, a rest period or a meal break should be allowed near the end of each two-hour period of work including overtime.
3. Since the purpose of granting the privilege of rest periods is to give relief from mental and/or physical fatigue, and consequently, to improve productivity, the following practices shall not be allowed:
  - a. Combining two or more rest periods into one rest period;
  - b. "Saving" rest period time to justify extended lunch hours or shortened workdays;
  - c. Accumulating rest period time from day to day;
  - d. Applying rest period time to compensatory or other time off, or in the considerations or computations concerned with overtime compensation.

## ARTICLE 17

### Work Schedules

1. If Management desires to make a change in work schedules, or geographic locations, Management will notify the employee five (5) work days in advance of the proposed change. The notice will be in writing and state the reasons for the proposed change. In emergency situations, Management will not be required to give a five (5) day notice prior to changing a work schedule or location. The downtown area around the City Administration Building is considered one geographic location.
2. Any changes in the method of assigning employees to shifts or significant changes in work schedules shall be subject to meet and confer. MEA may consult with Management on other matters that affect hours of work.



3. Shift Preference - Any employee who wishes to change to a different work schedule or shift within his/her department may submit such request in writing to the department's personnel section or the authority who has the power to render a decision in these matters. Such requests will be considered by Management prior to filling a vacancy in the employee's position on the desired shift. In the event two or more employees are equally qualified to transfer to a vacant position and desire to do so, the employee with the most seniority in the department will normally prevail. Management may select other than the most senior in the event there are valid bona fide reasons. Seniority in this instance is defined as the longest continuous service in the class in the department. In the event two or more employees having the same length of service in the class in the department desire the vacant position, the tie shall be broken by overall City service.

Nothing herein shall be construed to limit the authority of Management to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergency situations over which the department has no control. However, such emergency assignments shall not extend beyond the period of such emergency.

4. Any violation of this policy shall be grievable.
5. Subject to Section 2, departments with the concurrence of the City Manager, have within their authority the right to modify their work schedules. MEA may meet with appointing authorities to discuss alternate work schedules and job sharing.
6. Definitions:
  - A. Workday is the number of hours an employee is scheduled to work in a 24-hour period.
  - B. Workweek is a period of 168 consecutive hours (seven consecutive 24-hour periods) as determined by the appointing authority.
  - C. Scheduled workweek is the employee's predetermined number of hours per workday and workdays per workweek as established by the appointing authority.
  - D. Thirty days prior to a Saturday or Sunday holiday, MEA and Management shall review the scheduling method for City departments. Efforts will be made to reduce scheduling disruption and employee inconvenience.
7. Management agrees that alternate work schedules (36/44) will be implemented for all MEA represented employees in the Police Department who wish such alternate work schedule.

The alternate schedules, will be reviewed under the same conditions as the other existing alternate work schedules in the Police Department.
8. Schedule alternatives to the traditional eight-hour day, five day week, such as the 4/10 or 44/36 schedules, may be approved for implementation based on justifications identifying operational efficiencies, productivity improvements or

enhanced customer service. They may also be approved in cases in which there is no harm to departmental efficiency, productivity or costs, but will result in benefits for employees. Employees who telecommute may be eligible for alternative work schedules at the discretion of the Appointing Authority. Employees who work alternate work schedules may be eligible to telecommute at the discretion of the Appointing Authority.

9. When the need to work outside normal or scheduled work hours is identified and authorized, and when Management directs the employee to adjust his or her work schedule to avoid overtime expense, Management will notify the employee, in writing, at least five (5) work days in advance of any directed schedule change.

When proper advance notice has been given, Management will then work with the employee to determine how the work schedule will be adjusted within the pay period to meet the needs of both the City and the employee.

In the event that five work days advance notice has not been given, whatever the reason, Management shall authorize overtime in accordance with Article 18, Annual Leave/Compensatory Time Off; Article 56, Overtime; and Personnel Regulation, H-4; Overtime Compensation.

## ARTICLE 18

### Annual Leave and Compensatory Time Off

1. Appointing authorities are responsible for arranging scheduled annual leave for vacations so that adequate personnel are available to carry on necessary City work.
2. Insofar as is practicable, employees should be permitted to schedule annual leave for vacations and compensatory time off at times most acceptable to the employee. Annual leave for vacations shall be selected by employees within each division, section, or unit, as is applicable, based upon their seniority by class within the Department. Employees who are transferred at their request, or promoted, may be required to modify their scheduled annual leave or comp time off for vacations.
3. Employees should be encouraged to take regular annual leave vacations but they shall not be required to take annual leave vacations against their will. Employees may accumulate annual leave time in accordance with this agreement.

Compensatory time shall be reduced to 45 hours as of June 30 each year unless an exception is granted by the City Manager's Office. This time frame may be modified in exceptional circumstances. Compensatory time may be accumulated up to a maximum of 120 hours during the fiscal year as long as the above provisions are complied with. However, based on workload and operational considerations, Department Heads or their designees may set a lower midyear accumulation limit after meeting and discussing the proposed limit with MEA.

4. Any existing annual leave vacation scheduling method that is satisfactory with the employees shall remain in effect for the duration of the contract. This is in lieu of the above mentioned scheduling method.
5. 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 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.

Cease to Accrue Provision: Employees who reach their maximum permitted accumulation of annual leave on their anniversary date shall cease to accrue additional annual leave. Employees who expect to be in this situation may submit a written plan 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.

6. Leave provisions included under items 7 and 8 below will be accounted for separately.
7. Pre-approved annual leave, sick leave, or compensatory time off properly used for personal, family or dependent illnesses should not be subject to disciplinary action.
8. Approved unscheduled annual or sick leave properly used for family, dependent or significant other/co-tenant illnesses shall be considered as a separate category when reviewing employee performance with regard to attendance and/or absenteeism issues and shall not be subject to disciplinary action. Should the City, for good and sufficient reasons, determine that an employee is abusing this leave provision, the appointing authority may request a bona fide doctor's statement from the employee to substantiate the leave request(s). Failure to provide documentation, by a mutually agreed upon date, to the appointing authority may be subject to disciplinary action in accordance with the City's Personnel Regulations.
9. Criteria to be considered in determining leave abuse shall not be limited to stated department/division numerical standards, and must include, but not be limited to, length of service, prior attendance record throughout City career, reason for absence, past performance reports, harm to the work unit, leave balances, past discipline, as well as job classification and working conditions.

If disciplinary action for employee leave abuse under this article is proposed which deviates from this criteria, the appointing authority or designee must obtain prior approval from the Labor Relations Manager.

## ARTICLE 19

### Bilingual Pay

- A. Any employee while filling a position which is designated as requiring knowledge and use of Spanish, Korean, American Sign Language, Arabic, Farsi, Chinese, Indochinese or Tagalog language in the performance of their duties, and who has passed the Personnel Department's fluency examination, if any, shall be paid seventy cents (\$.70) per hour in addition to their regular salary.
- B. Dispatchers in the Police and Fire Departments who are regularly required to use Spanish, Korean, American Sign Language, Arabic, Farsi, Chinese, Indochinese or Tagalog language in the performance of their duties and have been certified as bilingual shall be eligible to receive an additional seventy cents (\$.70) per hour while filling positions authorized as requiring this skill by the department.
- C. Incidental Bilingual Pay

City agrees to pay bilingual compensation in the amounts specified in paragraphs A and B for the entire pay period to any eligible employee (Certified by Personnel or identified by Citizens Assistance) who is requested or directed by a supervisor or manager to provide translator services in a non-English language other than a language eligible for ongoing bilingual compensation (Spanish, Korean, American Sign Language, Arabic, Farsi, Chinese, Tagalog, Indochinese languages).

A statement attached to the PCN from a supervisor will serve as certification for bilingual pay for the pay period.

## ARTICLE 20

### Workplace Safety

- A. The City agrees to make each workplace safe. The City also agrees to process, in an expeditious manner, work requests submitted to any City Department or Division intended to correct unsafe work places. The City agrees to process those work requests involving significant safety problems within 30 days.
- B. Management shall have the right to promulgate reasonable rules regarding transporting or carrying of weapons by City employees on City property or job sites.
- C. The City agrees to establish a joint safety committee in which MEA will be authorized to appoint three representatives to advise the City Manager in the area of safety and security at workplaces.
- D. The City agrees to continue to develop and implement safety training programs for all employees whose job duties include the responsibility to enforce rules and regulations. In the development of such programs the City agrees to meet with MEA to discuss ideas.

- E. The City agrees to provide one appropriate communication unit at each park and recreation center identified by Park and Recreation Department Management as a security/high risk location. The City also agrees to provide such a communication unit to other park and recreation employees identified by Park and Recreation Department Management whose duties require them to visit or inspect security/high risk locations.
- F. The City agrees to support the initiation and passage of appropriate legislation to establish that assault on a park and recreation employee is a felony. The City also agrees to convene a meeting to include MEA and an appropriate representative of the City Attorney's office to identify and/or establish appropriate procedures and guidelines to offer legal support for a park and recreation employee threatened or assaulted while on duty.
- G. In compliance with applicable federal and state laws, Management will continue to provide all employees in those classifications whose job responsibilities include the handling, storage or disposal of hazardous materials, with guidelines, training and annual certification, as required.
- H. The City agrees to continue the efforts being made to reduce/eliminate repetitive motion injuries and to provide a safer, healthier work environment regarding repetitive motion ailments/injuries. The City also agrees to continue its practice of addressing issues and concerns which MEA brings to Management in furtherance of this objective.
- I. The City and MEA agree to continue to study, during the term of the agreement, the feasibility of developing a hepatitis-b prevention program. The City and MEA will meet and confer during the term of the agreement, with no impasse remedy available, regarding the implementation of any recommendations resulting from this study.
- J. The City will make its best efforts to protect, support and counsel employees who have been threatened during the course of employment. Threats shall be reported to the City and will be investigated by Management per Section I of Article 10, Personnel Practices.
- K. The City agrees to provide appropriate safety gear for job classifications required to open and/or inspect live sewer manholes.
- L. In the event of power outages, water shut off, building-wide restroom closures and other such events that seriously impact the health and safety of employees, the city shall:
  1. notify employees of the problem, what actions are being taken to rectify it and the projected time when it will be fixed;
  2. provide reasonable alternate accommodations to meet employees' restroom needs and to eliminate other health or safety hazards created by the event;

3. allow non-emergency employees to leave work if reasonable alternate accommodations cannot be provided and the event has not been rectified after three (3) hours.

Departments with emergency employees will execute their emergency plans to cover these situations.

## ARTICLE 21

### Salaries

#### 1. General Salary

Effective July 2, 2005, there will be a general salary freeze and no general salary increase through June 30, 2007. Employees will remain eligible for all other current forms of compensation, including but not limited to step advances on the salary schedule, career advancement opportunities, certification and registration pay.

Effective July 1, 2007, all classes in units represented by MEA shall receive a general salary increase of 4.0%

#### 2. Special Salary Adjustments

The following special salary adjustments will take effect on July 2, 2005:

<u>Class</u>	<u>Increase</u>
Area Manager II	2.5%
Water Operations Supervisor	5.21%
Senior Water Operations Supervisor	9.33%
Public Works Superintendent	5%
Police Dispatch Supervisor	5%
Water Distribution Operations Supervisor	15%
Communications Technician Supervisor	2.6%
Senior Communications Technician Supervisor	2.6%
Traffic Signal Supervisor	5%

The City and MEA agree that no special salary adjustment requests may be submitted to the Civil Service Commission by either the City, MEA, or anyone else on behalf of any job classification covered by this MOU, proposing any special salary adjustments to be effective prior to FY 2009. In anticipation of the meet and confer process for a new agreement for FY 2009 however, MEA may bring special salary adjustment requests to the Civil Service Commission during the appropriate period in Fiscal Year 2008.

Maintenance Study:

City Management agrees to prepare a letter requesting that the Personnel Department conduct a Maintenance Study of the following Police Department Crime Lab Classifications: Cal-ID Technician, Forensic Specialist and Latent Print Examiner Series with results transmitted to the Civil Service Commission and Council for determination during the term of this MOU if appropriate.

3. Special Assignment Pay

a. Dispatcher Training Pay

Dispatchers shall receive ninety cents (\$.90) per hour additional pay while actually functioning in a training capacity as part of a formal training program approved by the City Manager's Office.

b. River Rescue Team Pay

Lifeguards assigned to the River Rescue Team shall receive an additional 10% of their base salary November 15 through April 15 and outside of those dates while deployed in flood alert, during call-out, during actual river rescue training, and during call-out for dive operations. Lifeguards receiving River Rescue Team pay are not eligible to simultaneously receive Dive Team pay.

c. Three-Wheel Motorcycle Pay

Parking Enforcement Officers and Parking Enforcement Supervisors shall receive thirty two cents (\$.32) per hour additional pay when assigned to three-wheel motorcycles. Effective December 20, 2003, the additional pay shall increase to ninety cents (\$.90) per hour.

d. Grounds Maintenance Supervisor and Greenskeeper Supervisor Pay

Grounds Maintenance Supervisor and Greenskeeper Supervisor positions which are required to supervise Equipment Operators I on a continuous basis shall receive approximately 14% additional pay.

e. Asbestos Containment Team Pay

Employees assigned to the Asbestos Containment Team shall receive seventy-seven cents (\$.77) per hour additional pay while actually performing asbestos containment work. This will include training and team meetings. Only volunteers will be assigned to this Team. Members of the Asbestos Team will receive the above premium pay for the entire pay period when assigned to the above activities. Effective December 20, 2003, the additional pay shall increase to \$1.25 per hour.

Employees performing technical work only in areas where asbestos is present shall wear respirator protection and any other safety equipment as directed by the Asbestos Management Program staff. In addition, assignments made under the aforementioned conditions shall be mandatory and said employees shall be eligible for the additional seventy-seven cents (\$.77) per hour (\$1.25, effective December 20, 2003). Prior to wearing a respirator, all employees shall receive respirator training and a medical clearance.

Representatives of MEA will be provided with information on the development of an Asbestos Containment Program. MEA will be allowed to monitor the work of the Team on an occasional basis.

f. Dive Team Pay

Effective July 1, 2002, Lifeguards assigned to the Dive Team shall receive an additional 10% of base salary when he/she performs a scuba dive and/or participates in training for scuba dives. Members of the Dive Team will receive the above premium pay for the entire pay period when assigned to the above activities. Lifeguards receiving Dive Team pay are not eligible to simultaneously receive River Rescue Team pay.

g. Data Entry Operators in Police Department

Data Entry Operators assigned to the Police Records Division shall receive an additional 10% of their base pay as Special Assignment Pay whenever assigned by the Department to perform duties which had previously been performed by Sr. Data Entry Operators.

h. Confined Space Entry Pay

Employees in MEA bargaining units 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 permit required confined space entries. The term "confined space" is defined as those spaces which meet the CAL OSHA confined space criteria. A space classified by the city as a permit required space may be reclassified as a non-permit confined space if the permit space poses no actual or potential atmospheric hazards and if all hazards, as defined by CAL OSHA, within the space are eliminated without entry into the space. It is also the City's intent to provide dry suits and Hepatitis B shots for employees so assigned.

i. Cliff Rescue Instructor Pay: Lifeguards assigned as Cliff Rescue Instructors shall receive an additional 5% of base salary.

j. Special Team Eligibility: Lifeguards II and III who are promoted to limited Sergeants for the duration of the summer season only and are demoted back to Lifeguards II or III at the end of the summer season, shall retain their place and/or eligibility to participate on Lifeguard Special Teams.

k. Class A or B License

Fifty cents (\$.50) per hour special assignment pay shall be paid to any employee who is directed to obtain a Class A or B license or who possesses a Class A or B license and is directed to drive a commercial vehicle requiring the Class A or B license when the possession of a Class A or B license is not a minimum requirement for the employee's classification. The special assignment pay shall be paid for each day the employee was directed to and did drive a commercial vehicle. The City shall pay the medical and licensing fees required to obtain the Class A or B license.

l. Police Department Dispatchers I and II (911 Operators)

Dispatchers I and II assigned as 911 Operators in the Police Department Phone Room shall receive an additional five percent (5%) of their base salary as special assignment pay.

m. PSO Training Pay

Police Service Officers assigned to perform Field Training Officer duties shall receive ninety cents (\$.90) per hour additional pay while actually functioning in a training capacity.

n. Effective July 1, 2002, Laboratory Technicians and Biologist II positions in MWWD who are directed to perform duties requiring a Vector Control Technician Certificate shall receive an additional \$1.00 per hour for each pay period the duties are performed. Effective December 20, 2003, this pay shall increase to \$1.10 per hour. On December 19, 2004, it shall increase to \$1.25.

o. Forensic Specialists receive 5% "permanent on-call pay" which is not time dependent and is meant to compensate for being on call essentially all the time. Effective July 1, 2002, this 5% shall be added to base salary and become compensation earnable for retirement purposes. Effective July 1, 2002, Forensic Specialists are no longer eligible for Stand-by-Pay pursuant to Personnel Regulation H-7.

p. Crime Scene Response Pay

Effective July 1, 2002, Crime Scene Response Pay (CSRP) is established at 15% of base pay to compensate designated classifications in the Police Department who are assigned to weekly rotation with no more than seven positions being eligible for any given day. The classes include: Supervising Criminalist, Criminalist I and II, Interview and Interrogation Specialists I, II, III; Latent Print Examiner I and II, Latent Print and Forensic Specialist Supervisor and Forensic Specialist.

The incumbents shall receive the 15% of base pay of additional compensation for each day they are on crime scene standby, calculated based on the 40 hour workweek divided over 7 days. Incumbents in the above classifications receiving Stand-by-Pay pursuant to Personnel Regulation H-7 are not eligible to simultaneously receive the Crime Scene Response Pay.

4. Registration Pay for Engineers

A. Senior, Associate, Assistant and Junior level engineers in the disciplines of Civil, Communication, Corrosion, Electrical, Land Survey, Mechanical, Structural and Traffic Engineering, Principal Survey Aide, Project Officer I and II, Development Project Managers, and Senior Engineer - Fire Protection shall receive approximately 15% additional pay for state registration. Assistant, Associate and Senior Communication Engineers who possess the National Association of Radio & Telecom Engineers (NARTE) certification as Engineering Class 1 or Engineering Class 2, shall be eligible to receive the additional pay. Additionally, Engineers in the discipline of corrosion who obtain and maintain the National Association of Corrosion Engineers (NACE) CP Level 3 - Cathodic Protection Specialist Certification in lieu of the State registration shall be eligible to receive the additional pay.

B. Senior, Associate, Assistant and Junior level engineers in the Structural engineering discipline shall receive approximately 5% additional pay for possession of a State Structural License.

C. Chemical Engineer

Hazardous Materials Program Manager, Supervising Hazardous Materials Inspector, Hazardous Materials Inspector I, II, III, Hazardous Materials/Pretreatment Trainee, Wastewater Pretreatment Inspector I, II, III and Wastewater Pretreatment Program Manager shall receive approximately 5% additional pay for state registration as a Chemical Engineer.

D. Engineering Geologist

Senior and Associate Engineering Geologist (Option Title), Engineering Geologist (Option Title), Assistant Engineering Geologist (Option title), and Development Project Manager I, II, III shall receive approximately 5% additional pay for each of the following: state registration as a Geologist and state registration as an Engineering Geologist.

E. Landscape Architect

Effective July 1, 2002, Park Designer shall receive approximately 15% additional pay for possession of a state Landscape Architect License.

F. Licensure and Certification Verification

Employees in the above classifications shall be eligible for these additional pays upon presenting evidence that they possess current, valid State of California engineer registration in the discipline(s) appropriate for their classification.

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

## 5. Salary Calculations

The City agrees to establish the salaries for new classes and calculate special salary adjustments so as to achieve internal salary relationships specified by the Civil Service Commission. Such salaries shall be set to the nearest percent per hour using normal rounding procedures and must be compatible with all applicable payroll and personnel data processing systems.

The City will make every effort to ensure that the new payroll system has sufficient flexibility to allow further refinements in differentials and salary calculations.

6. In the new employee salary schedule, B step will be eliminated for new hires beginning 7/1/94. Employees hired after 7/1/94 will move from "A" step to "C" step after one (1) year. This represents an increase of approximately 10%. Current employees (hired prior to 7/1/94) will continue with the present five step salary schedule in present and future positions.
7. EMT Pay: Effective July 2, 2005, Lifeguard I, II, III, Lifeguard Sergeant, Marine Safety Lieutenant, hourly Ranger/Diver, permanent full-time Ranger/Diver I, II and Ranger/Diver Supervisor who are EMT certified shall receive an additional 8.5% of base pay.
8. Grade V Certification Pay for Water Operations Supervisors: Water Operations Supervisors who obtain a Water Treatment Operator Grade 5 certificate from the State of California Department of Health Services shall receive approximately 5% additional pay. Employees shall be eligible for this additional pay upon presenting evidence that they possess a current, valid State certification.
9. Certification Pay for Police Department Dispatchers  
  
Effective December 22, 2001, Police Dispatchers, Police Lead Dispatchers, and Police Dispatch Supervisors shall receive five percent (5%) additional pay for their P.O.S.T. Basic Dispatcher Course Certificate. Effective December 22, 2001, Dispatchers I and II, who are assigned as 911 Operators in the Police Department Phone Room, shall also receive this five percent (5%) additional pay for their P.O.S.T. Basic Dispatcher Course Certificate.
10. All Lifeguards assigned to the Fire Rescue Department Emergency Air Operations/Regional Fire Rescue Helicopter Program shall receive 7.5% additional pay when deployed to a team rescue.

## ARTICLE 22

### Retirement

#### 1. Effect of New Provisions

Section 2 of this Article reflects the parties' agreement regarding retirement contribution and benefit changes resulting from meet and confer in 2005. Sections 3 through 6 of this Article reflect the parties' agreement regarding retirement contributions and benefits resulting from prior negotiations. Section 2 shall control and supersede Sections 3 through 6 in the event of any inconsistency between Section 2 and Sections 3 through 6.

#### 2. 2005 Retirement Contribution and Benefit Changes

##### A. Retirement Contribution Increases

##### 1. Negotiated Pension Contribution Increases.

Effective July 2, 2005, the employee pension contribution for employees in MEA-represented bargaining units will increase by 3.0% of the employee's base salary. Effective July 1, 2007, the employee pension contribution for employees in MEA-represented bargaining units will increase by an additional 1.0% of the employee's base salary. These negotiated increases in the employee pension contributions represent decreases in the City's offset or "pick-up" of the employee pension contributions.

##### 2. Automatic Pension Contribution Increase Due to Depletion of Employee Contribution Rate Reserve.

The 3.0% negotiated employee pension contribution increase effective July 2, 2005, and the additional 1.0% negotiated employee pension contribution increase effective July 1, 2007, are in addition to the employee pension contribution increase that will take effect automatically upon depletion of the Employee Contribution Rate Reserve in 2005. The employee pension contributions being paid from the Employee Contribution Rate Reserve are based on the parties' prior agreements.

Before implementing an agreement, if any, with any other represented employee group to change the current method of depleting the Employee Contribution Rate Reserve, the City will first demonstrate to MEA that the proposed change will have no adverse impact on employees in MEA-represented bargaining units.

##### B. Use of Negotiated Employee Pension Contribution Increases

All monies resulting from the 3.0% negotiated employee pension contribution increase effective July 2, 2005, and the additional 1.0% negotiated employee pension contribution increase effective July 1, 2007 (i.e., City savings that result from substituting those increases for City "pick-up" of employee pension contributions), shall be designated exclusively for payment to support a leveraged mechanism to reduce the SDCERS unfunded

actuarially accrued liability ("UAAL"), such as Pension Obligation Bonds, lease capitalization, or a similar mechanism selected by the City. If the City does not implement a leveraged mechanism to reduce the UAAL within the term of this MOU, then these monies shall be deposited into the SDCERS Employee Contribution Rate Reserve and used to defray the pension contribution obligation of employees in MEA-represented bargaining units.

#### C. Retiree Medical Benefit

##### 1. Exclusion of Employees Hired on or after July 1, 2005

Employees hired on or after July 1, 2005, are excluded from the existing retiree medical health benefit. Article 4, Division 12 of the Municipal Code, relating to Retiree Health Benefits, will be revised to reflect this change.

##### 2. Definition of Health-Eligible Retiree

General Members and Safety Members who retire on or after July 1, 2005, and are receiving a retirement allowance from SDCERS pursuant to a reciprocity agreement must have 10 years of service with the City of San Diego to receive 100% of the retiree health benefit and five years of service with the City of San Diego to receive 50% of the retiree health benefit. The definition of "Health-Eligible Retiree" in Sections 24.0103 and 24.1201 of the Municipal Code will be revised to reflect this clarification.

The City agrees to indemnify and hold MEA harmless from and against any claims filed by or on behalf of employees in MEA-represented bargaining units related to this clarification of the definition of a Health-Eligible Retiree.

##### 3. Joint Study

The parties agree to jointly conduct a study of the retiree medical benefit for employees hired before July 1, 2005. The purposes of the study will be to identify cost-containment measures, to analyze whether an alternative form of trust would be preferable to the 401(h) retiree medical trust currently established within SDCERS under Section 24.1203 of the Municipal Code, and to identify and recommend potential sources of revenue, including "13th Check" payments, for pre-funding the retiree medical benefit for employees hired before July 1, 2005.

In lieu of the above joint study, MEA may opt to participate in a joint study of these subjects with other City unions on terms acceptable to MEA.

#### D. Defined Contribution Retiree Medical Plan

##### 1. Establishment of Plan

For employees hired on or after July 1, 2005, the City will establish a defined contribution plan for retiree medical expenses. A participant in the plan will accrue rights only to the individual's actual contributions and investment earnings on those contributions, but not to retiree medical coverage as a benefit.

##### 2. Joint Study

By no later than August 15, 2005, MEA and the City shall begin a joint study (1) to establish the amount of the contribution by reference to actuarial calculations and other economic considerations; (2) to determine whether this amount will be in lieu of some or all of the current voluntary SPSP contribution; and (3) to agree upon the plan structure and design, plan administration, and employee and City contributions, if any. The Joint Study Committee shall be comprised of three representatives appointed by each party who shall complete the study by no later than January 15, 2006.

In lieu of the above joint study, MEA may opt to participate in a joint study on this subject with other City unions on terms acceptable to MEA; and/or may combine this activity with the study of the retiree medical for current employees.

Until the vehicle for the defined contribution plan is formalized, all contribution amounts from new employees and from the City, if any, will be held in escrow in SDCERS and invested with other funds to achieve the maximum possible return until the escrowed funds can be transferred to the control of the agreed-upon administrator.

##### 3. Control and Investment of Contributions Pending Plan Establishment

Until the vehicle for the defined contribution plan is formalized, all contribution amounts from new employees and from the City, if any, will be held in escrow in SDCERS but invested with other funds to achieve the maximum possible return until the escrowed funds can be transferred to the control of the agreed-upon administrator.

#### E. Purchase of Service Credit

Employees hired on or after July 1, 2005, are not eligible for the purchase of service credit ("airtime") in SDCERS, except for credit for up to five years of military service. Article 4, Division 13 of the Municipal Code will be revised to reflect this change.

F. "13th Check" Supplemental Benefit

Employees hired on or after July 1, 2005, are not eligible to receive the "13th Check" supplemental benefit set forth in Section 24.1502(a)(6) of the Municipal Code. Section 24.1503 of the Municipal Code will be revised to reflect this change.

G. Deferred Retirement Option Plan

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

H. Calculation of Service Retirement Allowance

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

3. 2002 Retirement Contribution and Benefit Changes

Following meet and confer in 2002, the parties agreed to certain changes to the City's employee retirement contribution offset and to SDCERS benefits for health-eligible retirees. Those changes are specified in this Section 3. Notwithstanding any provision below, employees hired on or after July 1, 2005 are excluded from the retiree medical benefit and are not eligible for (1) the 13th check, (2) participation in the DROP program, (3) purchase of service credits, and (4) calculation of a service retirement allowance using a formula other than 2.5% at age 55 for General Members and 3.0% at age 50 for Safety Members, with the existing tiers for those formulae.

A. Retirement Contribution Offsets

The City agrees that it will apply an amount that is approximately equal to 5.4% of the base salary of employees covered by this agreement and 7.3% 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 6, 2002, the City will increase the amount it pays to offset the employees' retirement contribution, which offset reduces the amount deducted from employees' paychecks, from 7.3% to 9.0% for eligible Lifeguards. Effective July 5, 2003, the City will increase the amount it pays to offset the eligible Lifeguards retirement contribution from 9% to 10%. Effective 7/5/03 the City will increase the amount it pays to offset a General Member retirement contribution of CERS from 5.4% to 7.0%. These retirement offset increases will remain in effect until the Employee Contribution Reserve is exhausted. The employee, upon termination, will have no vested right in the amount so contributed by the City. Substitution of this portion of the employees' contribution by a City payment will not decrease the

total amount applied towards the required retirement contribution, and will not affect retirement benefits. Provided, however, such payment shall not exceed any employees' total contribution to the system.

B. Retirement Benefit Changes

1. Effective July 1, 2002, a Health Eligible Retiree, as defined in the Municipal Code, will have the applicable Medicare eligible or non-Medicare eligible insurance premiums paid for the Health Eligible Retiree-only insurance, or the Health Eligible Retiree will be reimbursed the actual cost incurred from the Medicare eligible or non-Medicare eligible retiree-only premium up to the maximum amount allowed in Municipal Code Division 12. Municipal Code Division 12 will be amended to set the maximum amounts to be paid on behalf of or reimbursed to a Health Eligible Retiree for retiree-only Medicare eligible or non-Medicare eligible health insurance premiums based on the premium for the City-sponsored PPO plan for Fiscal Year (FY) 2003 and annually adjusted thereafter based on the Centers for Medicare & Medicaid Services, Office of the Actuary, projected increase for National Health Expenditures for the full year period ending in the January preceding the start of the new plan year; such adjustment shall not exceed 10% for any given year. The maximum amount of monies reimbursed to Health Eligible Retirees will be 100% of such Medicare-eligible or non-Medicare eligible retiree-only premium. Pursuant to this provision the based monthly maximums are established for FY 2003 as follows:

- a) For Non-Medicare eligible retirees: \$489.16
- b) For Medicare eligible retirees: \$460.67

Health Eligible Retirees may choose to participate in a City sponsored health insurance plan or any other health insurance plan of their choice

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

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



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.

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. MEA General Members:

A. Change of Retirement Calculation Factors for City General Members

The Retirement Calculation Factors used to calculate a General Member's Allowance will increase to the levels shown below (the "New Factors") for all retirements effective on or after July 1, 2002, unless the General Member elects, before retirement, to have his or her Allowance calculated using the Old Factors (2% @ age 55, etc., with 10% added to the Member's Final Compensation) or the Corbett Factors (2.25% @ age 55, etc.). The New Factors will apply to all City employees who join the Retirement System after June 30, 2002, and their Allowances will be capped at 90%. The 90% cap will also apply to: (1) General Members who joined the Retirement System on or before June 30, 2002, except as provided below, and (2) General Members who participated in the Retirement System on or before June 30, 2002, who left City employment but are rehired by the City on or after July 1, 2002.

<u>Retirement Age</u>	<u>Benefit</u>
55-59	2.50%
60	2.55%
61	2.60%
62	2.65%
63	2.70%
64	2.75%
65 and older	2.80%

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

1. Any General Member who joined the Retirement System before July 1, 2002 may continue to accrue benefits above the 90% cap using either the Old Factors or the Corbett Factors. If the Member selects one of these options, the Member's Allowance will not be capped, and the System will refund to the Member, at retirement, any excess contributions the Member made to fund the New Factors.

2. Any General Member who joined the System before July 1, 2002, and reaches the 90% cap by choosing the New Factors, may continue to accrue benefits above the 90% cap until December 31, 2002, at which time the Member's retirement calculation factor and Creditable Service are capped; the Member's Final Compensation is not capped. On January 1, 2003, the Member must choose one of the following options:
  - a. If the Member is eligible for a service retirement on January 1, 2003, he or she may:
    - i. continue working and contributing to the Retirement System,
    - ii. enter DROP, or
    - iii. retire.
  - b. If the Member is not eligible for a service retirement on January 1, 2003, he or she may:
    - i. continue working and contributing to the Retirement System, or
    - ii. enter the Cap Program. If the Member enters Cap Program, the Member will stop contributing to the Retirement System, and will instead contribute 3.05% of his or her Base Compensation, biweekly at the end of each pay period, to a Cap account established for the Member. The City will match these contributions. The Member may continue participating in Cap until he or she first becomes eligible to retire, at which time the Member must either enter DROP or retire.
    - iii. a Cap Program participant who becomes disabled while participating in the Cap Program is eligible to apply for disability retirement benefits. If the Cap participant's application for disability retirement is ultimately approved by the Board, his or her disability retirement benefit will be calculated using the participant's age, Creditable Service and Final Compensation as of the day he or she began participating in the Cap Program.

3. A General Member may exceed the 90% cap if the Member:
    - a. applied to purchase Creditable Service on or before June 5, 2002, and thereafter signed the contract to purchase that time,
    - b. was hired at age 24 or younger, and
    - c. will exceed the 90% cap because of the Creditable Service he or she applied to purchase on or before June 5, 2002. The Member may not exceed the cap by Creditable Service that he or she applied to purchase after June 5, 2002.
  4. When a Member who meets the conditions of paragraph 3 first becomes eligible for a service retirement, his or her retirement calculation factor and years of Creditable Service will be capped at that time, even if the Member continues to work and contribute to the Retirement System. The Member's Final Compensation will not be capped. When eligible to retire, the Member may:
    - a. continue working and contributing to the Retirement System,
    - b. enter DROP; or
    - c. retire.
- B. General Member's SDCERS Contribution Rate Change
- (1) On December 20, 2003, General Members' contribution rates to SDCERS will be increased by an approximate additional 0.53%.
- C. Eligibility for Industrial Disability Retirement Change

A General Member may be eligible for an industrial disability retirement if it has been medically determined that the General Member has become psychologically or mentally incapable of performing his or her normal and customary duties as a result of a violent attack on the member with deadly force, such as a shooting or stabbing that causes great bodily injury, and that resulted in a nervous or mental disorder. The violent attack must occur on or after July 1, 2000, and such application for industrial disability retirement must be submitted before July 1, 2005. This provision shall sunset on June 30, 2005, and no such applications may be made after that date.

#### 10. MEA Lifeguard Members

The City and MEA, having met and conferred, and having participated in the settlement of a class action lawsuit challenging the calculation of "compensation earnable," have agreed to benefit changes to SDCERS. The benefit changes resulting from this class action settlement were approved by the SDCERS active and retired membership in June 2000.

##### A. Formula Change For Calculation of SDCERS Monthly Retirement Benefit

The Retirement Calculation Factor to be applied to the Lifeguard Member's high one year salary at specified ages may be increased from the current levels to those shown below for all retirements effective on or after July 1, 2000 if the Lifeguard Member selects this option.

Retirement Age	Retirement Calculation	Retirement Calculation
	Factor effective 1/01/97-6/30/00 (Current)	Factor effective 7/01/00 (New)
50	2.50%	3.00%
51	2.60%	3.00%
52	2.70%	3.00%
53	2.80%	3.00%
54	2.90%	3.00%
55+	2.99%	3.00%

Member Option: Pursuant to the class action settlement, a Lifeguard Member may choose, upon application for retirement, one of the following two options:

- (1) The Retirement Calculation Factor in effect on July 1, 2000 with no change in the Lifeguard Member's Final Compensation OR
- (2) A ten percent (10%) increase in the Lifeguard Member's Final Compensation, with the Lifeguard Member's Unmodified Service Retirement Allowance calculated using the Retirement Calculation Factor in effect on June 30, 2000.

This election must be made with SDCERS at the time of application for retirement.

##### B. Eligibility for Industrial Disability Retirement Change

A Lifeguard Member may be eligible for an industrial disability retirement if it has been medically determined that the Lifeguard Member has become psychologically or mentally incapable of performing his or her normal and customary duties as a result of a violent attack on the member with deadly force, such as a shooting or stabbing that causes great bodily injury, and that resulted in a

nervous or mental disorder. The violent attack must occur on or after July 1, 2000, and such application for industrial disability retirement must be submitted before July 1, 2005. This provision shall sunset on June 30, 2005, and no such applications may be made after that date.

##### 4. High One-Year Basis For Final Compensation

Retirement benefits for General Members shall be based upon the "highest one-year" annual base compensation.

##### 5. 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.

##### 6. Buy-Backs

Current employees with 1981 Pension Plan credited years of service will be granted, at no cost to the employee, credit for past CERS service.

## ARTICLE 23

### Lifeguard Services

#### I. LIFEGUARD TRAINING

- A. The MEA may meet with the City to discuss training programs and enforcement responsibilities for Lifeguards, including the development of a more adequate training program for seasonal Lifeguard I's.

##### B. Lifeguard Training Committee

The MEA may select no more than three Lifeguards which the City may meet with to discuss training programs and enforcement responsibilities. MEA will bring all matters regarding training and enforcement to the committee prior to seeking resolution elsewhere. Such matters must be dealt with in a reasonable time. This committee will not be used as a vehicle to bypass the management chain of command in the Fire and Life Safety Series Center.

- C. The City shall continue to pay the costs associated with a lifeguard's EMT recertification, including necessary training.

- D. The F&LSS Training Division shall form a committee with the MEA lifeguard training committee to develop a basic lifeguard training plan and any cross training. The parties agree that it is of mutual importance that training be provided in the Lifeguard Service to the extent fiscally feasible in order to maintain the most effective level of safety for the benefit of the public

and the employees. Discussion areas will include, but are not limited to, how to provide expanded designated training to ensure the training policy requirements are met, how to increase recertification trainings to ensure maintenance of skills for lifeguards who assist specialty teams and assist with cliff rescues, and enhanced marine fire fighting training.

## II. CLASS B DRIVING LICENSE REQUIREMENTS

All members of the River Rescue Team, along with all Cliff Rescue Instructors, will be required to have a Class B driving license, (with air brake endorsement) and become a Rescue 44 operator within one year of selection to these respective assignments if they wish to continue serving these respective assignments. The City shall provide the training for a Class B license in-service and will cover the costs of the required medical examination and the initial DMV license fee. Renewals of the Class B license will be at the employee's cost except the City shall pay for the required medical examination required for renewal.

## III. PRESERVATION OF WORK

Fire and Life Services recognize the expertise and organizational benefit of Lifeguard Services continuing to be the primary responders for cliff rescues during the day and river rescue responders throughout the year. Due to the specialized aquatic expertise of the Marine Safety Division these duties and responsibilities shall not be removed from Lifeguard Services.

### CLIFF RESCUES

From the hours of 9AM-8PM:

The Lifeguards will continue to be primarily responsible for responding to coastal cliff emergencies. If the call for emergency services involves an injury, a Paramedic Unit should be dispatched. Fire Fighters will not be dispatched until requested by the Lifeguard Service. If the Lifeguards, when responding to a cliff incident, determine that more sophisticated equipment is required or that additional personnel are required to perform the rescue safely, they should request assistance from the Fire Department. Whenever it is necessary to utilize Fire Department equipment at a cliff rescue scene, the senior Fire Department official will be in command.

During other hours (8PM-9AM): The Fire Department will continue to be primarily responsible for responding to coastal cliff rescue emergencies. However, when such a call is received the appropriate Lifeguards should be called back to assist the Fire Department.

### Communications

Requests for cliff rescue services are received either at the Lifeguard Headquarters at Quivira Basin or at the Police Communications Center in the 911 system. When calls are received at Quivira Basin, the Lifeguards will ensure that this policy is followed. From 9AM - 8PM, the Lifeguards will respond to all calls. If the call involves an injury, they will immediately request a Paramedic Unit from the Fire Department. During other hours, all calls will be referred to the Fire Department and the appropriate Lifeguards will be called back.

If the call is received through the 911 system, the Police Department receives the call. If received between 9AM and 8PM, the call will be immediately referred to the Lifeguard Service. If the call involves an injury, the Fire Department will also be contacted to dispatch a Paramedic Unit. If the call is received during other hours, the call should be referred to the Fire Department to respond and the Lifeguard Service should also be called at the same time so the Lifeguards can be called back.

### RIVER RESCUES

For the purpose of this policy a river rescue shall be defined as any rescue of persons or property threatened, surrounded or entrapped by stationary or moving water. River rescues, particularly those rescues that necessitate going in the water to effect the rescue, are extremely hazardous operations. To safely perform these rescues requires specialized training and equipment. For this reason, it is important that where possible all river rescues be performed by the Lifeguard Service's River Rescue Team. The ten Lifeguards who comprise this team are expert swimmers and have received extensive training in making river rescues. In addition, there is a reserve of 41 Lifeguards who are qualified to assist them. As a general policy, therefore, the Lifeguard River Rescue Team will be called to make these rescues. Other safety personnel will not make in-water rescues unless a citizen's life is in immediate peril.

Whenever an inland water emergency occurs, the request for emergency service should be referred by the Police Department to the Lifeguard Communications Center. Lifeguard Service will dispatch the appropriate unit(s). In those cases where it is not apparent from the request that a river rescue is involved but any responding Fire units realize upon arrival at a scene that a river rescue is necessary, the Lifeguard River Rescue Team will be summoned. Once again, other safety personnel will not attempt river rescues unless a citizen's life is in imminent peril. This policy applies at any time of the day and during periods when there is no flood alert or during a Stage 1 or Stage 2 flood alert as defined in the Disaster Preparedness Plan. The Lifeguard River Rescue Team is available on a call back basis at all times through the Lifeguard Communications Center.

It is also necessary to address the issue of emergency scene management at river rescue incidents. The senior officer of the Fire Department at the scene will have overall responsibility for the river rescue. When the Lifeguard River Rescue Team is called to the scene, the senior ranking member of that Team will have responsibility for overseeing the in-water rescue and how that should be accomplished. The senior officers of all safety services at the scene should ensure that there is a high degree of coordination and cooperation among all personnel present at the scene.

## IV. CAREER PATH OPTIONS

Fire and Life Services Health and Human Resources Services shall establish a committee with lifeguards to develop additional career path options for Lifeguards and increase appropriate, short term light duty assignments.

## V. SWIM TEST

The swim test shall continue to be conducted as described in the current Lifeguard Policies and Procedures Manual.

- VI. MEA and Management shall meet and confer regarding proposed changes to Lifeguard Division policies between July 1, 2005 and November 15, 2005. If no mutual agreement is reached by November 15, 2005, the policies will remain unchanged during the term of this agreement.

#### ARTICLE 24

##### Limited Appointments

Management agrees not to fill permanent, full-time, one-half time, or three-quarter time budgeted positions with employees serving on limited appointments except in extraordinary circumstances. Management intends to use limited appointments to fill hourly positions, positions funded by the State and Federal Government, and full-time budgeted positions in which the incumbent employee is on a leave of absence.

#### ARTICLE 25

##### Performance Incentives

##### A. Performance Pay

1. The City may grant an exceptional merit cash payment to any employee at "E" step that receives a satisfactory or above rating on their most recent performance report within the units represented by MEA. It is understood and expressly agreed to by the parties to this agreement that any employee receiving a payment under this provision shall not acquire any future rights to receive any future payment of salary beyond that employee's base salary.
2. The appointing authority may grant an employee with a satisfactory or above rating on their most recent performance report up to three (3) days special leave with pay in recognition of a specific instance of outstanding performance.

##### B. Exceptional Merit Increases

Employees with a performance report rating above satisfactory may be granted an Exceptional Merit Increase for a maximum of a one step increase to the next consecutive step within the salary range, unless in conjunction with a normal merit increase where a maximum two step increase would be permitted. Exceptional Merit Increases, not done in conjunction with a normal merit increase, will be effective at the beginning of a pay period and can be no earlier than the pay period in which the supervisor delegated the responsibility by the Appointing Authority signs the document.

MEA may discuss problems in the Exceptional Merit Cash Payment Program with the City Manager's Office. Management shall provide MEA an opportunity to review awards quarterly.

#### ARTICLE 26

##### Copies of the Agreement

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

#### ARTICLE 27

##### Rehabilitation and Employee Assistance Programs

The MEA agrees to cooperate with efforts by Management to conduct voluntary rehabilitation programs for employees having physical or mental disabilities, however, such agreement does not preclude the MEA from representing its members.

MEA and Management support the Employee Assistance Program and both parties agree to encourage, if appropriate, employees with personal problems to participate in this program.

The purpose of this program is to assist the employees who have personal problems to obtain professional assistance and treatment where necessary. Participation in this program will be entirely voluntary. The City will not take disciplinary action against an employee for refusing to participate in the Employee Assistance Program. Management and MEA agree that actual discussions between the employee and the Employee Assistance Program staff and treatment provided the employee through the program, will be kept confidential unless the employee consents to disclosure.

In accordance with Article 20, Workplace Safety, the City will make its best efforts to protect, support, and counsel employees who have been threatened during the course of employment.

#### ARTICLE 28

##### Flexible Benefits Plan

An IRS qualified cafeteria-style benefits program is offered to all eligible employees called Flexible Benefits Plan (FBP). This plan provides a variety of tax-free benefit options. Eligible employee means any employee in one-half, three quarter, or full-time status. Eligible employee excludes all employees in an hourly status.

The City's contribution to the Flexible Benefits Plan will remain at the FY05 level of \$5,575 per year for FY06 and FY07. The Flexible Benefits Plan annual value for FY 2008 will increase by \$500 from \$5,575 to \$6,075.

On or about April 1 of each year during the term of this agreement or earlier if mutually agreed, the parties exchange premium rates for the parties' respective plan offerings.

The benefits available through the Flexible Benefits Plan and the respective annual costs are reflected in the Flexible Benefits Summary Highlights booklet provided to each employee each year of this agreement.

Notes:

1. It is the intent of the parties that all Plans comply with all applicable State and federal laws, including IRS Regulations as interpreted by the City Attorney. All disputes over interpretation of the above shall be submitted to the appropriate agencies for interpretation.
2. The employee must select life insurance and health insurance (unless covered under another comprehensive health plan). An employee may opt out of City health insurance if he/she has other comprehensive health insurance by selecting the "waiver" option.
3. With the remaining FBP monies, eligible employees may select from other optional benefits including dental, vision, cancer/intensive care protection, 401(k), Dental/Medical/Vision and Dependent Care reimbursement and/or cash payment.
4. After selecting required health and life insurance coverage, employees who are unable to enroll in their desired dental plan may purchase 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.
5. In addition to designating flexible benefits monies to pay for reimbursements employees may designate a specific amount of pre-tax money (IRS restrictions apply) to be withheld from their paycheck to reimburse eligible out-of-pocket medical, dental, vision, or dependent care expenses. These payroll deductions must be designated during the open enrollment period, are irrevocable, are subject to IRS regulations, and monies are forfeited if not used within the fiscal year.
6. Eligible employees are required to enroll for their benefits each year during the designated open enrollment period. If an employee fails to complete enrollment within the open enrollment period, the employee's current options for health (or comparable plan if unavailable), including dependent health offset, and life, will be automatically continued at the same level for the next year as if the employee had elected to keep them. All other benefit options will be cancelled. Any monies remaining from the FBP allotment will be paid out as taxable cash payment. All payroll deductions, including DMV and Dependent Care reimbursement, will continue and may not be eligible to be stopped until the following open enrollment period.

7. The City agrees that it will not arbitrarily or unreasonably deny MEA the opportunity to offer a health insurance plan to active and/or retired employees. Such coverage must include mental health coverage at an equal or better level of coverage than that offered through the City's health plans. MEA agrees to inform Employee Assistance Program (EAP) of any changes to the mental health coverage and/or provider in order for EAP to give input on the proposed changes to ensure that City employees are receiving adequate mental health coverage through their selected health plan.

8. MEA agrees to indemnify the City against any and all claim arising out of the administration of its benefits plans.

9. Audit and Inspection of Records

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

10. The parties agree that MEA is authorized to audit the City's health plans to the extent that documents are requested and provided pursuant to state and federal public information laws.
11. MEA will be available to answer questions at the end of Open Enrollment and New Employee Orientation Sessions.

Flexible Benefits Study:

During FY06, the parties will jointly study the structure of the Flexible Benefits program to establish a process to:

- a. Mutually select the benefits plans that will focus on the best benefit specifications and the best claims administration for the lowest costs;
- b. Mutually oversee the administration of the plans and the actual costs/experience rates;
- c. Narrow the medical plan options;
- d. Consider the cost advantages of mandating participation in a medical plan;
- e. Consider decreasing the cash option, and using that savings to support payment of dependent medical coverage; and
- f. Consider requiring all cash options to be placed in individual retiree medical trust accounts.

In lieu of the above joint study, MEA may opt to participate in a joint study of these subjects with other City unions on terms acceptable to MEA.

The benefits available through the Flexible Benefits Plan and the respective annual costs are reflected in the Flexible Benefits Summary Highlights booklet provided to each employee each year of this agreement.

Notes:

1. It is the intent of the parties that all Plans comply with all applicable State and federal laws, including IRS Regulations as interpreted by the City Attorney. All disputes over interpretation of the above shall be submitted to the appropriate agencies for interpretation.
2. The employee must select life insurance and health insurance (unless covered under another comprehensive health plan). An employee may opt out of City health insurance if he/she has other comprehensive health insurance by selecting the "waiver" option.
3. With the remaining FBP monies, eligible employees may select from other optional benefits including dental, vision, cancer/intensive care protection, 401(k), Dental/Medical/Vision and Dependent Care reimbursement and/or cash payment.
4. After selecting required health and life insurance coverage, employees who are unable to enroll in their desired dental plan may purchase 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.
5. In addition to designating flexible benefits monies to pay for reimbursements employees may designate a specific amount of pre-tax money (IRS restrictions apply) to be withheld from their paycheck to reimburse eligible out-of-pocket medical, dental, vision, or dependent care expenses. These payroll deductions must be designated during the open enrollment period, are irrevocable, are subject to IRS regulations, and monies are forfeited if not used within the fiscal year.
6. Eligible employees are required to enroll for their benefits each year during the designated open enrollment period. If an employee fails to complete enrollment within the open enrollment period, the employee's current options for health (or comparable plan if unavailable), including dependent health offset, and life, will be automatically continued at the same level for the next year as if the employee had elected to keep them. All other benefit options will be cancelled. Any monies remaining from the FBP allotment will be paid out as taxable cash payment. All payroll deductions, including DMV and Dependent Care reimbursement, will continue and may not be eligible to be stopped until the following open enrollment period.

7. The City agrees that it will not arbitrarily or unreasonably deny MEA the opportunity to offer a health insurance plan to active and/or retired employees. Such coverage must include mental health coverage at an equal or better level of coverage than that offered through the City's health plans. MEA agrees to inform Employee Assistance Program (EAP) of any changes to the mental health coverage and/or provider in order for EAP to give input on the proposed changes to ensure that City employees are receiving adequate mental health coverage through their selected health plan.
8. MEA agrees to indemnify the City against any and all claim arising out of the administration of its benefits plans.
9. Audit and Inspection of Records  
  
The City Auditor is authorized to audit all necessary documents pertaining to the health insurance plans offered by MEA.
10. The parties agree that MEA is authorized to audit the City's health plans to the extent that documents are requested and provided pursuant to state and federal public information laws.
11. MEA will be available to answer questions at the end of Open Enrollment and New Employee Orientation Sessions.

Flexible Benefits Study:

During FY06, the parties will jointly study the structure of the Flexible Benefits program to establish a process to:

- a. Mutually select the benefits plans that will focus on the best benefit specifications and the best claims administration for the lowest costs;
- b. Mutually oversee the administration of the plans and the actual costs/experience rates;
- c. Narrow the medical plan options;
- d. Consider the cost advantages of mandating participation in a medical plan;
- e. Consider decreasing the cash option, and using that savings to support payment of dependent medical coverage; and
- f. Consider requiring all cash options to be placed in individual retiree medical trust accounts.

In lieu of the above joint study, MEA may opt to participate in a joint study of these subjects with other City unions on terms acceptable to MEA.

## ARTICLE 29

### Time Off for Meetings

- A. When formal meetings are scheduled for the purpose of meeting and conferring on subjects within the scope of representation, the MEA may be represented by a reasonable number of employee members of the unit or units involved, and the President or his designee, as agreed upon with Management prior to the meetings. These employees may attend said meetings during regular work hours without loss of compensation or other benefits. Employees working shift hours other than regular day work hours may attend said meetings and will have his or her schedule adjusted to the day shift for each meeting. For purposes of meeting and conferring on a successor Memorandum of Understanding, three (3) representatives of each unit plus the President and Vice President is considered a reasonable number. However, additional representatives may attend upon mutual agreement of the parties. In addition, the MEA may also select a representative to attend City Council, Council Committee, Civil Service Commission meetings, Retirement Board and Special Employer-Employee Committee meetings, and meetings of other special commissions or boards established by the City Council, during regular work hours, without loss of compensation where subjects within the scope of representation are being discussed. The MEA shall, whenever practicable, submit the names of all such representatives to the Management Team at least two (2) working days in advance of such meetings provided further:
1. That no representative shall leave the duty or work station or assignment without specific approval of the City Management Team.
  2. That any such meeting is subject to scheduling by City Management in a manner consistent with operating needs and work schedules.
- B. Nothing provided herein shall limit or restrict City Management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances.
- C. MEA will have a permanent representative on the Suggestion Awards Committee.
- D. MEA Board members and Stewards shall be granted the opportunity to attend said meetings during regular work hours without loss of compensation or other benefits provided that MEA provides Management and the employee's Appointing Authority with notice of said meetings at least five (5) working days in advance of said meetings and pursuant to the provisions of Section A, 1 above. In the event MEA must convene an emergency board or steward meeting, MEA shall give Management as much notice of this meeting as circumstances permit. For the purposes of the notice and approval provisions of this paragraph, "Management" shall mean the Labor Relations Manager or his/her designee. Notification to the employee's Appointing Authority must be provided by MEA.

## ARTICLE 30

### Employee Rights

The parties mutually recognize and agree fully to protect the rights of all employees covered hereby to join and participate in the activities of MEA and all other rights guaranteed by law.

No employees shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.

The parties, in the conduct of their affairs, shall apply the provisions of this Memorandum equally to all employees covered hereby without favor or discrimination because of race, color, sexual orientation, sex, age, disability, national origin, pregnancy, political or religious opinions or affiliations.

## ARTICLE 31

### Management Rights

#### Section 1.

The rights of the City include but are not limited to the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees, take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

#### Section 2.

The exercise of such rights shall not preclude MEA from consulting with Management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. Management decisions shall not supersede the provisions of this agreement.

## ARTICLE 32

### Modification and Waiver

- A. Laws, regulations, or rules proposed during the life of this Memorandum of Understanding shall be reviewed by the City and MEA to determine their effect on this Memorandum of Understanding.



- B. Reasonable written notice shall be given to MEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted or changed by the City Council, Civil Service Commission, Retirement Board, or by a department, and MEA shall be given the opportunity to meet and confer or consult as required by law with such body or person prior to adoption. Reasonable notice shall normally consist of three working days.
- C. Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties unless agreed to in writing by all parties, and if required, approved and implemented by the appropriate body.
- D. In cases of emergency pursuant to the City Charter, when the City determines that an ordinance, rule, resolution, or regulation must be adopted immediately without prior notice or meeting with the MEA, the City Council or the board or commission of the City shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such ordinance, rule, resolution, or regulation.
- E. The provisions of this agreement, together with those provisions of wages, hours, working conditions and employee and employer relations subject to meet and confer currently in existence and not changed by this agreement shall not be revised to adversely affect the employees in this unit during the term of this agreement; provided however, that MEA agrees to meet and confer during the term of this MOU if City proposes to introduce ballot measures which relate to or would impact wages, hours, working conditions or employee/employer relations.

### ARTICLE 33

#### Obligation to Support

The parties agree that during the period of time said Memorandum is pending before the Civil Service Commission or the City Council for action, neither MEA, nor Management, nor their authorized representative, or any member of the MEA Board of Directors will appear before the Civil Service Commission or the City Council or meet with members of either body individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum. It is further understood that this Article shall not preclude the parties from appearing before the Civil Service Commission or the City Council nor meeting with individual members of either body to advocate or urge the adoption and approval of this Memorandum in its entirety.

### ARTICLE 34

#### Provisions of Law

##### Section 1.

This Memorandum is subject to all current and future applicable federal, state and local laws, regulations and the Charter of the City of San Diego. Provided, however, no local law which is enacted in contravention of the provisions of the Meyers-Milius-Brown Act shall affect the provisions of this agreement.

##### Section 2.

If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any tribunal or court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum shall not be affected thereby.

##### Section 3.

It is the intent of parties that this Memorandum be administered in its entirety in good faith during its full term.

### ARTICLE 35

#### Information Exchange

The MEA, as bargaining agent for employees, is entitled to timely written information from Management which would enable it to properly perform its duties. In particular, the following information shall be furnished by Management, upon request, to the MEA:

- A. Bi-weekly, a magnetic tape (converted to diskette format) from the City shall be provided to MEA containing the information currently furnished on each MEA member, at cost or at another price if agreed upon.
- B. Quarterly, the City shall provide MEA with a diskette containing the information listed in (A) above for all employees in a Bargaining Unit.
- C. The City will make available to the MEA information pertaining to employment relations as set forth in this rule and Government Code Sections 6250-6260.
- D. Such information shall be made available during regular office hours. Materials presently supplied to the MEA at no cost shall continue to be supplied at no cost.
- E. Information which shall be made available includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries but shall not be made available in such form as to disclose the source.

- F. Nothing in this rule shall be construed as requiring the City to do research for an inquirer or to do programming or to assemble data in a manner other than customary.
- G. Information shall be made available on a bi-weekly basis, from the Department of Risk Management, in regards to MEA members enrolled for MEA-sponsored Flexible Benefits. This information will consist of current listings of MEA-sponsored prepaid plans and documentation copies of the MEA-sponsored prepaid benefits. MEA shall provide Risk Management with a separate listing of premium payment accrual amounts for MEA members being reimbursed for all or part of their plan premiums through Dental/Medical/Vision Reimbursement. Additions and deletions shall be reported to Risk Management by memorandum. Any list provided by MEA shall include employee's name, social security number, and year-to-date cumulative totals by MEA-sponsored option.

## ARTICLE 36

### MEA Orientation

The City agrees to provide MEA with an opportunity to make presentations to new employees during the City's New Employee Orientation Program. These presentations will not exceed 1/2 hour, and will be restricted to employees in job classifications represented by MEA. MEA will be provided a separate room for their presentations.

MEA, upon request to Management, will be provided with an opportunity to have presentations not to exceed one-half hour at New Employee Orientations in departments which have such programs and do not send employees to the City-wide program.

## ARTICLE 37

### Appeals

- A. The employee may appeal the placement of any document, including an "Unsatisfactory" or "Below Standard" Performance Evaluation, which is to be made a part of the employee's permanent record and which may be used as a basis for subsequent discipline, in his/her permanent record by submitting an appeal letter to the Department Head within ten (10) working days of the employee receiving any such document that is to be placed in his or her file. It is mutually agreed that satisfactory and above employee performance evaluations are not eligible to be appealed. Within ten (10) working days after receiving the appeal letter, which becomes an attachment to the document in question, the Department Head or his/her designee will schedule a hearing on the matter. The employee is entitled to representation at such hearing. After the hearing the Department Head or his/her designee will make a decision provided in written form within ten (10) working days as to whether the written document will be retained in or removed from the employee's record.

It is mutually agreed that when an employee has concerns about evaluations that are satisfactory or above, the Department Head should designate someone other than the rater and the reviewer, to meet with the employee and MEA in an attempt to resolve any differences or dissatisfaction.

Reviews of satisfactory or above evaluations are discussion items which may result in changes being made to the evaluation, but are not to be considered an appeal of the evaluation.

- B. Formal reprimands without further penalty more than two (2) years old, and those with additional penalty more than three (3) years old, will be destroyed, and will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to disciplinary actions when such reprimands show patterns of specific similar misconduct. Reprimands may be retained in the employee's personnel jacket. Upon request of the employee, such reprimands will be destroyed on this basis. However, in the event that an employee fails to make such a request, on discovery by Management any reprimand will be destroyed in accordance with this provision.
- C. Letters of counseling and letters of warning, more than one (1) year old will be destroyed and will not be considered for purposes of promotion, transfer, special assignments and disciplinary actions, except as to disciplinary actions involving specific similar misconduct as that addressed in the letter of counseling or letter of warning. Letters of counseling and letters of warning may be retained in the employee's personnel jacket. Upon request of the employee, such letters of counseling and letters of warning will be destroyed on this basis. However, in the event that an employee fails to make such a request, on discovery by Management any counseling or warning will be destroyed in accordance with this provision.

## ARTICLE 38

### Transportation Programs

- A. "C" Mileage

Effective July 1, 2004, the "C" mileage reimbursement rate was increased to forty cents (\$.40) per mile. Effective July 2, 2005 the rate shall increase to forty-seven cents (\$.47) per mile. Effective July 1, 2006, the rate shall increase to forty-eight cents (\$.48) per mile. Effective July 1, 2007, the rate shall increase to forty-nine cents (\$.49) per mile.

- B. "D" Mileage

Effective July 1, 2000, a new "D" mileage reimbursement plan shall be implemented as follows:

1. Eligibility

To be eligible for the "D" mileage reimbursement plan, an employee must be assigned to one of the job classifications set forth in Appendix "E." Such assignment makes the employee categorically eligible for "D" mileage.

Otherwise, to be eligible, a City employee driving on City business must meet the following criteria:

- a. Be required, as a condition of employment, to provide a personal vehicle to conduct City business; AND
- b. The employee does not have regular access to a City-provided pool vehicle; AND
- c. Drive a personal vehicle a minimum of 250 miles per month on City business; AND
- d. Drive a personal vehicle a minimum of 12 days per month on City business.

In addition to the criteria referenced directly above, an employee's unusual and extraordinary driving patterns, resulting from the required usage of a personal vehicle related to City business, may also qualify the employee for consideration for "D" mileage exclusive of the conditions outlined above but subject to the review and recommendation of the City Manager.

## 2. Eligibility Attaches to the Classification/Assignment not the Employee

An employee's continuing eligibility for reimbursement under the "D" mileage plan depends upon satisfaction of the criteria described in section 1 and does not become a vested right of the employee. A substantial change in the duties of an employee assigned to a job classification listed in Appendix E may result in a change in eligibility for "D" mileage.

## 3. "D" Mileage Reimbursement Rates

<u>Mileage Increment</u> (Monthly)		<u>Cents per Mile</u>	<u>Miles Reimbursed</u>
D1	250	D1 62	250
D2	417	D2 59	167
D3	625	D3 56	208
D4	833	D4 53	208
D5	1042	D5 50	209
D6	1250	D6 47	All other miles that Month

Note: Effective July 2, 2005, the reimbursement rates for each category shall increase by three cents (\$.03). Effective July 1, 2006, the reimbursement rates for each category shall increase by an additional three cents (\$.03). Effective July 1, 2007, the reimbursement rates for each category shall increase by an additional three cents (\$.03)

If, during the term of this MOU, the prevailing price for regular unleaded gasoline (87 octane) in the local community reaches \$3.00/ gallon and remains at or above this level for 30 days, the City agrees to meet and confer with MEA regarding an additional increase to the "D" mileage reimbursement amounts.

## 4. Appeal of Eligibility

An employee aggrieved by the City's determination that he or she is ineligible for the "D" mileage reimbursement plan has the right to have the matter heard and decided under Article 5, Grievance Procedure of this MOU beginning at Step 3. However, the decision of the Management Team pursuant to Step 5 of this Procedure shall be final and binding on this eligibility issue and there will be no appeal to the City Council or the Civil Service Commission.

## C. City-Provided Vehicles

The City retains the right to determine unilaterally to provide employees with City vehicles for the performance of City business in lieu of requiring employees to use their personal vehicles and reimbursing them at the above-stated mileage reimbursement rates. However, in making such determinations where multiple employees within the same work group are using personal vehicles, the City will focus on the entire work group rather than on individual drivers within a work group. The City shall discuss any such intention with MEA in advance of making its determination. In the event the City makes such a determination, the City shall give employees affected by the determination notice to permit them to make decisions regarding the purchase or lease of personal vehicles with this change in mind.

## D. Labor-Management Mileage Advisory Committee

The parties agree that a Labor-Management Mileage Advisory Committee shall be formed with five (5) representatives appointed by MEA for the purpose of reviewing the implementation and operation of the Mileage Reimbursement Plans. Approximately six (6) months prior to the expiration of the MOU on June 30, 2005 his Committee will review the data published by the American Automobile Association (AAA) in its annual "Your Driving Costs" bulletin in preparation for the "meet and confer" process.

## E. Payment of Mileage Reimbursement

It is the City's intent to provide employees their mileage reimbursement checks within two weeks after submitting their timely and accurate reimbursement requests to their designated supervisors.

## F. Parking

1. Employees will be reimbursed the monthly Concourse parking fee provided that for at least seven (7) days each calendar month he/she both uses the City Parkade and drives his/her car on City business. The actual monthly cost of parking, not to exceed the monthly rate established for City employees at the Concourse Garage, shall be added to the monthly mileage report and included in the total amount due.
2. The City agrees to make its best efforts to provide Police Officer or CSO Patrol in marked vehicles during predawn or post dusk hours at Police Headquarters and the Central Library when employees are entering or leaving the buildings.

## ARTICLE 39

### Death or Injury Notification

MEA will be notified as soon as possible when a member of MEA dies or retires. MEA and the City will discuss the development of Long Term Disability Procedures to avoid unintentional termination of insurance benefits.

## ARTICLE 40

### Dispatchers

For Holiday purposes work days will be measured from midnight to midnight. Employees will be compensated for hours worked.

The City agrees to continue efforts to provide stress reduction techniques.

Dispatch unit watch assignments will be realigned to correspond with the Watch assignments throughout the remainder of the Police Department.

## ARTICLE 41

### Clean Air

The City through the Safety Office will provide MEA with the results of asbestos air sampling no less than on an annual basis. In addition, the City Buildings Division through the Safety Office agrees to inform MEA when building and/or remodeling activities take place that involves the removal or containment of asbestos.

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

## ARTICLE 42

### Court Leave/Jury Duty Scheduling

Where feasible and appropriate, Management agrees to make reasonable adjustments in an employee's work schedule when the employee is assigned to jury duty. Such adjustments will be in compliance with the Personnel Regulation on Court Leave. In no case will Management be required to pay employees overtime when the employee's jury duty extends beyond the end of the employee's normal work schedule.

A.) Employees are no longer required to deposit with the City Auditor fees due him or her from the Court.

Upon request, departments shall make their best efforts to adjust the schedules of employees who work second or third shifts, rotating 24-hour shifts or any schedule which is not a standard five-day "8 to 5" schedule, to "days", Monday through Friday for a portion of or duration of the assigned Jury Duty.

Personnel Manual Section I-9, II C(4) has been revised. The City Manager's designee will review and resolve disputes regarding reporting to work and the application of leave or rescheduling for Court duty purposes.

## ARTICLE 43

### Uniform Reimbursement

1. The intent of this policy is to reimburse employees in certain designated classes who have attained permanent status, for the cost of one initial set of regulation uniform items.
2. Reimbursement shall be limited to items of a specialized nature, including items with permanent City insignia, to be worn exclusively in line of duty. Street clothes are excluded from this provision. Each department with employees in these designated job classifications will maintain a current price list of items for which reimbursement will be provided. Required items for each job classification are listed in the Appendix B.

3. Employees in the following job classifications will be provided with uniform reimbursement:

Area Refuse Collection Supervisor  
Auto Messenger I  
Auto Messenger II  
Code Compliance Officer (when uniform is required)  
Code Compliance Supervisor (when uniform is required)  
Police Service Officer I and II  
Parking Enforcement Officer I and II  
Parking Enforcement Supervisor  
Park Ranger  
Police Code Compliance Officer (when uniform is required)  
Police Code Compliance Supervisor (when uniform is required)  
Lifeguard II and III  
Lifeguard Sergeant  
Marine Safety Lieutenant  
Ranger/Diver I and II  
Senior Code Compliance Officer  
Senior Park Ranger  
Field Representative (Police Department)  
Special Events Traffic Controller I and II (excluding hourly employees)  
Special Events Traffic Control Supervisor (excluding hourly employees)

4. All personnel receiving uniform reimbursement or issued a uniform will be required to wear the designated uniform. Failure to wear any of these items may result in discipline of the employee.

5. Lifeguards I will be issued their required uniforms by the City upon appointment as listed in Appendix B.

Upon promotion to Lifeguard II, probationary Lifeguard II's will be issued items listed in Appendix B for Lifeguards. Probationary Lifeguard II's shall not receive a uniform allowance for the one year probationary period.

6. The following classes will be additionally reimbursed for the purchase of boots if they are required to wear them to perform the duties of their class: Auto Messenger I and II, Mail Room, Personnel-CAB and Library, Code Compliance Officer and Supervisor.
7. Special Events Traffic Controllers and Supervisors hired on an hourly basis will be issued their required uniforms by the City upon appointment. The City will provide replacements on an as needed basis.
8. Swimming Pool Manager, Pool Guard I and Pool Guard II will be issued their required uniforms. Uniform reimbursement for employees in these classes will be discontinued.
9. Park Ranger and Sr. Park Ranger will be issued dress uniforms.

Park Ranger and Senior Park Rangers will be provided replacement for the dress uniform on an as needed basis.

10. The following job classifications in the Metropolitan Wastewater Department shall be issued two (2) jackets per employee: Senior Power Plant Supervisor, Senior Plant Technician Supervisor, Power Plant Supervisor, Plant Technician Supervisor, Wastewater Treatment Superintendent, Senior Wastewater Operation Supervisor, Wastewater Operations Supervisor, and Facility Maintenance Supervisor. The Department will also provide laundry service for the jackets.
11. In the Park and Recreation Department, designated Coastline Parks Division's first level supervisors will each be issued seven contractually provided uniforms, including laundry service. This includes three uniforms in laundry and four uniforms for the week. At the employee's request, a uniform jacket and/or a uniform baseball cap will be issued for the employees to maintain at their own expense. These items will be provided in a timely manner subject to available supplies. If a baseball cap is worn, it will be either the uniform cap or the MEA cap. All division issued uniform items will be returned to the division when the employee leaves Coastline Parks. To help vary attire and improve comfort, the division will offer to employees for purchase, at cost, Coastline Parks' logo sweatshirts and T-shirts.
12. Area Refuse Collection Supervisors will be reimbursed for one (1) jacket with City logo. The jackets thereafter will be replaced on an as needed basis.
13. Park Rangers will be issued by the City one (1) Hat Trap/Carrier, one (1) Pepper Spray Holder, one (1) Key Holder and one (1) Radio Holder. These items will be replaced by the department on an as needed basis.

#### 14. CORPORATE APPAREL PROGRAM

- a. Employees in designated classifications within the Facilities Maintenance Division of the General Services Department, the Metropolitan Wastewater Department and the Water Department shall be provided with corporate apparel. The City agrees to meet and confer with MEA regarding the inclusion of additional classifications within the Corporate Apparel Program during the term of this agreement based upon both the high potential of public visibility such classifications may have and any resultant need to ensure proper identification by the public of employees in these classifications. Prior to the inclusion of additional positions, the City shall meet and confer with MEA to solicit feedback from affected employees and to discuss implementation issues. The parties also agree to meet and confer on the selection of apparel options appropriate for those employees and classifications, and the selection of appropriate apparel for female and male employees.
- b. Employees will be allowed to choose their apparel from the approved style and color schemes which shall be determined by the meet and confer process described in paragraph a.
- c. Employees have the option of purchasing additional garments of the approved style and color at their own expense from the designated vendors, at the City's cost.
- d. Maintenance of corporate apparel will be the responsibility of the employee.
- e. Employees in classes not designated will have the option of purchasing approved apparel at their own expense from the designated vendor(s), at the City's cost.
- f. Employees under the Corporate Apparel Program shall continue to wear appropriate safety clothing pursuant to current policies and practices.
- g. Employees in certain positions in the Metropolitan Wastewater Department involved in wastewater treatment and conveyance are provided uniforms and laundry services based on health and safety considerations. These employees will continue to receive uniforms and laundry services under current policies and practices, and will not be subject to the provisions of the Corporate Apparel Program. Upon an employee's request and Management's review and approval, employees may be added to the Corporate Apparel Program.
- h. Employees in the Water Department will be provided laundry service in those situations where home laundry of garments would present a health risk due to the nature of chemicals and/or materials encountered on the job.
- i. During the term of this agreement, the City may expand this program to other departments. Prior to any expansion the City shall meet with MEA to discuss implementation issues.

The following classifications shall be included in the Corporate Apparel Program:

<u>Department</u>	<u>Designated Classifications</u>
Facilities	Electrical Supervisor HVAC Supervisor Plumber Supervisor Carpenter Supervisor Painter Supervisor Roofing Supervisor
Water	Safety Representative I & II Senior Water Operations Supervisor Water Operations Supervisor Water Distribution Operations Supervisor Lakes Program Manager Lake Aide I & II Ranger/Diver Supervisor Water Systems District Manager Water Systems Technician Supervisor Water Systems Technician IV Principal Water Utility Supervisor Water Utility Supervisor Senior Engineering Aide (Cross Connection Specialist) Supervising Field Representative Field Representative Supervising Meter Reader Senior Meter Reader Meter Reader Utility Supervisor Golf Course Manager Lakes Program Supervisor Safety and Training Manager Training Supervisor Water Systems Technician IV Water Systems Technician Supervisor Water Systems District Manager Assistant Laboratory Technician Laboratory Technician Junior Engineering Aide Senior Biologist
MWWD	Wastewater Treatment Superintendent Principal Plant Technician Supervisor Senior Wastewater Operations Supervisor Senior Power Plant Supervisor Senior Electrical Engineer/Plant Control Engineer Senior Plant Technician Supervisor Building Maintenance Supervisor Building Services Supervisor Building Supervisor Plant Process Control Supervisor

Principal Water Utility Supervisor  
Senior Water Utility Supervisor  
Safety & Training Manager  
Safety Officer  
Safety Representative I & II  
General Water Utility Supervisor

Employees in the designated classifications in the Facilities Maintenance Division shall receive ten (10) shirts. The color options are hunter green and beige.

The employees in the designated classifications in MWWD shall receive ten (10) shirts. The color options are natural and dark blue. Oxford shirts will be made available as a shirt selection to all designated classes in MWWD.

Employees in the designated classifications in the Water Department shall receive ten (10) shirts and ten (10) pairs of pants. Color options for shirts shall be light blue, navy blue, white, and khaki. Additional colors may be provided as an option at Management's discretion. Color options for pants shall be khaki, navy blue and denim.

On an annual basis, the departments shall provide two replacement sets. Additional replacements shall be provided as needed on a case-by-case basis due to unusual damage or wear and tear, not resulting from employee negligence. Corporate Apparel options clothing shall include 100% cotton. All sizing needs will be provided including, but not limited to, women's sizes and cuts.

Female employees will be exempt from the program during pregnancy when at the employee's discretion it is no longer practical to participate.

Long sleeve polo shirts will be made available as part of the shirt selection.

Employees currently receiving uniforms and laundry services under the Safety Program shall continue to receive uniforms and laundry services as currently provided.

Employees in the program may wear department recognition shirts, MEA shirts and MEA caps at their discretion.

For attendance at special recognition ceremonies or special meetings, employees may choose alternate attire, appropriate to the occasion in keeping with the City's appearance guidelines.

All personnel receiving uniform reimbursement or issued corporate apparel will be required to wear the designated apparel. Failure to wear any of these items may result in discipline of the employee.

15. Special Event Traffic Controllers I & II and Supervisors, shall be issued raingear, gloves and a flashlight. These items will be replaced by the department on an as needed basis.
16. Police Service Officers I and II will be issued by the City one expandable baton and one holder. These items will be replaced by the department on an as needed basis.

17. Hourly Ranger Diver I's will be issued by the City all uniform items listed in Appendix B for Ranger/Divers I and II and will be replaced on an as needed basis.

#### ARTICLE 44

##### Uniform Allowance

- A. The following classifications are entitled to uniform allowances:

Area Refuse Collection Supervisor: Effective July 1, 2002, \$500 annually.

Police Service Officer I and II: \$800 annually.

Hourly Lifeguard I: \$277 annually

Lifeguard II, Lifeguard III, Lifeguard Sergeant, and Marine Safety Lieutenant \$1204 annually.

Lifeguard II, Lifeguard III, Lifeguard Sergeant and all Marine Safety Lieutenants, assigned to the Boating Safety Unit, shall receive an additional allowance of \$258 annually.

Lifeguard II, Lifeguard III and Lifeguard Sergeant assigned to the Regional Fire Rescue Helicopter Program shall receive an additional allowance of \$456 bi-annually for the cost of one Flight Suit and one pair of safety shoes.

Women in all Lifeguard classifications shall receive an additional \$120 annually for the cost of two swimsuits with dark colored underlining.

Park Ranger and Senior Park Ranger: Effective July 1, 2002, allowance increases \$100 to \$780 annually.

Parking Enforcement Officer I and II and Parking Enforcement Supervisor (excluding hourly employees): Effective July 1, 2005 allowance increases to \$800 annually.

Field Representative (Police Department): Effective July 1, 2000, allowance increases to \$348 annually.

Special Events Traffic Controller and Special Events Traffic Control Supervisor (Excluding hourly employees): Effective July 1, 2002, allowance increases \$100 to \$448 annually.

Police Code Compliance Officer and Police Code Compliance Supervisor and Senior Code Compliance Supervisor (Police Department): Effective July 1, 2002, allowance increases \$200 to \$800 annually.

Code Compliance Officer and Code Compliance Supervisor (Fire and Water Departments) Effective July 1, 2002, allowance increases \$100 to \$400 annually.

Auto Messenger: Effective July 1, 2002, \$250 annually.

Ranger Diver I and Ranger Diver II: \$1204 annually

On or about August 1 of each year, the City shall target to pay the appropriate uniform allowance to permanent personnel and hourly and part-time Lifeguards II in these classes who were available for assignment in the class on July 1st of each year. Hourly Lifeguards I will be paid on or about June 15th of each year. This allowance will not be paid for items for which uniform reimbursement has been received in the same year. This allowance is to be used for the replacement and maintenance of the uniforms in Appendix B. Employees on a leave of absence are eligible for the payment upon their return to work.

- B. All employees in these classes are required to have all uniforms described in Appendix B. Failure to have these items may result in discipline of the employee.
- C. The City will provide Community Service Officers with rain gear and a flashlight. Body armor with side panels will also be provided by the City and shall be an optional part of the uniform. When issued, however, such equipment must be worn.
- D. The City will provide employees with all patches required as part of the uniform.
- E. Lifeguards II and III who are assigned as boat operators in the Boating Unit will be provided with safety gear. Lifeguards II and above who were regularly scheduled for assignments in the Boating Safety Unit for six months or more during the twelve month period prior to July 1st of each year, will receive a higher allowance in recognition of their different uniform requirements and the unusual wear on their uniforms. Replacement costs for two pairs of safety shoes with non-slip soles are included in these funds.

Lifeguard Services Division will designate a lightweight lifeguard uniform jacket suitable for wear at both the beach and in boats. This jacket will become part of the required uniform wear for lifeguards. Thereafter, sweatshirts will no longer be included as a part of the lifeguard uniform. The cost of the jacket will be not more than \$100. Existing employees will be required to pay for this jacket using increased allowance money.

#### ARTICLE 45

##### Reduction in Compensation

1. Reduction in Compensation

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

## 2. Procedure for Reduction in Compensation

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

- a. The inadequate performance of the employee shall be documented and the employee shall receive a copy of that documentation.
- b. Upon being notified of the proposed action to reduce the employee's compensation, such employee shall, within five days, have the right to respond orally or in writing to the appointing authority.
- c. After giving due consideration to the information provided by employee, the appointing authority may elect to reduce the compensation of such employee.
- d. At the time the employee is notified of such action, the employee will be informed of their representation and appeal rights.

## 3. Appeal of Reduction of Compensation

Within five days of receipt of notice of reduction in compensation, an employee may file an appeal by filing a written demand to the Civil Service Commission for the right to be heard before the Commission. The Commission, at its discretion, may appoint one or more of its members to hear the appeal and submit a proposed decision to the Commission for ratification.

The conduct of the hearing shall be the same as those prescribed in the Civil Service Rules relating to discharge.

## 4. Return to Prior Compensation

Employees having their compensation reduced in accordance with the provisions of this Article shall be placed on a supplemental evaluation program. At the time of the reduction in pay the employee will be informed of the date of the next performance evaluation. An employee's compensation will be reinstated at the step the employee was receiving prior to the reduction in compensation upon receipt of a satisfactory performance review.

The reduction in compensation shall not exceed six (6) months of active duty. At the end of that time, the employee shall be reinstated to the previous salary step in the job classification or some type of disciplinary action shall be taken.

## ARTICLE 46

### Salary Status of Part-Time Positions

#### I. AUTHORITY

- A. Annual Salary Ordinance
- B. Civil Service Rule X: LEAVES OF ABSENCE.

#### II. POLICY

- A. Intent: The intent of this policy is to ensure that employees who work on a regular basis for 40 or more hours each pay period and for a substantial period of time should be provided with an appropriate level of fringe benefits. This policy is not intended to apply to employees hired on a seasonal basis.
- B. The primary purpose of the clerical pool is to assist a department in maintaining a continued level of service and production when a regular employee is absent. The pool is available to meet a variety of short-term needs, such as replacing a regular employee who is on vacation or sick leave, temporarily filling a vacant position pending certification and selection from the eligible list, and providing extra help during a brief period of an exceptionally heavy workload.

It is not the intent of the City to utilize pool employees essentially as "regular" employees, yet deny them the fringe benefits of regular employees. Therefore, departments will not use clerical pool employees to avoid budgeting for adequate staffing or to fill vacant budgeted positions for the long term.

- C. Part-time Positions Paid on an Hourly Basis: The following shall be paid on an hourly basis:
  1. Positions in clerical or similar pools serving in a number of departments or locations.
  2. Positions filled on an on-call or seasonal basis due to fluctuations in work or staffing needs.
  3. Entrance positions to be filled for three months or less.
  4. Classes such as Library Aide, Student Engineer, Recreation Leader II, Recreation Leader I, and Recreation Aide, which are normally filled on an hourly basis, unless they meet the conditions described in D below.
- D. Part-time Positions Paid on a Biweekly Basis:

Positions, except those referenced in C-1, 2, and 3 above, which are at least one-half time but less than full-time, shall be appropriately compensated as half or three-quarter time positions paid on a biweekly basis rather than an hourly basis, if they average at least 40 hours a pay period annually (60 for three-quarter time) and require at least 40 hours of work (60 for three-quarter time) in each of 24 of the 26 annual biweekly pay periods.



- E. Overtime Pay: Part-time employees are eligible for overtime pay in accordance with the following:

1. One-half and three-quarter time employees:

- a. are eligible for regular rate compensation in the form of pay or compensatory time credits for all time worked in excess of their scheduled workweek up to 40 hours per week.
- b. such employees are eligible for premium rate overtime for all time worked in excess of 40 hours in their workweek and must receive pay for such overtime.

2. Hourly Employees:

- a. are eligible for premium rate overtime pay for all time worked in excess of 40 hours in their workweek and may not receive compensatory time credits in lieu of pay.

3. Such employees may not count compensatory time or compensated leave as hours worked in the overtime calculation.

- F. Fringe Benefits: Part-time employees paid on a biweekly basis are eligible for holidays, annual leave, and other leaves as provided in Civil Service Rule X. All part-time employees may be eligible for Military Leave as provided in Civil Service Rule X.

- G. Present Employees: Employees who would be hired on an hourly basis according to this policy, but who are now paid on a biweekly basis, may remain in that status until the termination of their current employment.

### III. PROCEDURE

- A. The Personnel Department will review the payroll records of all hourly employees every six months. Appointing authorities will be informed of those employees who qualify for benefits and take appropriate action.
- B. If an employee is hired as an hourly employee, and the appointing authority intends to work the employee 40 hours or more per pay period, on a regular basis for a substantial period of time, the appointing authority should insure compliance with this policy.
- C. The City Manager's designee will periodically review the payroll records of all hourly employees. MEA may meet periodically with the City Manager's designee to discuss and attempt to resolve problems in the application of this Regulation especially those involving the conversion of hourly employees to part-time status.

## ARTICLE 47

### Holidays

I. Fixed Holidays will be:

- A. January 1;
- B. Third Monday in January, known as "Dr. Martin Luther King, Jr.'s Birthday";
- C. Third Monday in February, known as "Presidents' Day";
- D. March 31, known as "Cesar Chavez Day";
- E. Last Monday in May, known as "Memorial Day";
- F. July 4;
- G. First Monday in September, known as "Labor Day";
- H. November 11, known as "Veterans' Day";
- I. Fourth Thursday in November, known as "Thanksgiving Day";
- J. December 25; and
- K. Every day appointed by the City Council for a public fast, thanksgiving or holiday.

If January 1st, March 31st, July 4th, November 11th, or December 25th fall on a Sunday, the Monday following is the City-observed holiday, and if they fall on a Saturday, the preceding Friday is the City-observed holiday.

II. Floating Holiday

In each fiscal year covered by the term of this Memorandum each eligible employee available for a duty assignment on July 1, (as defined in Personnel Regulation H-2) shall accrue credit for hours of holiday time equal to the hours worked in the employee's shift up to ten (10) hours. Each employee accruing such time shall comply with the following conditions:

- A. Employee must schedule prior to June 1;
- B. It must be a one time absence and it must be used before the last day of the last full pay period in June; and
- C. At a time convenient to the employee's appointing authority.

III. Half-time, three-quarter time and full-time employees who are scheduled to work a shift of five, seven and nine or more hours on a fixed City holiday, shall be credited with one or more additional hours of holiday time respectively, for use on that holiday.

IV. Part time employees working in the Library will be scheduled to work the additional hours which complete the employee's shift, when a holiday falls on a day the employee would ordinarily have worked.

## ARTICLE 48

### In House Committees

Department Heads may, at their discretion, create advisory committees to provide information which is necessary to administer their Department. However, prior to implementation, it is Management's responsibility to notify MEA to allow for meet and confer as necessary.

## ARTICLE 49

### Exchange of Days Off Between Employees

Employees in classifications which call for work to be performed seven (7) days per week may exchange days off with employees of the same classification under the following conditions:

1. Both parties to the exchange must be willing to make the exchange and must have the approval of the immediate supervisors concerned.
2. Generally speaking, exchanges of days off will be kept within the division, section, shift or watch, crew and/or work site location unless, on an individual basis, the supervisors of the parties to the exchange otherwise agree.
3. When practical, requests for exchange of days off shall be made in writing at least five (5) days prior to the first day of exchange.
4. An employee must report for the exchanged days off and with the exception of illness, the employee who otherwise fails to report shall be carried absent without leave.
5. To avoid administrative problems, exchange of days off must be made within the same payroll period by both parties.
6. Such trades must be made in accordance with the provisions of the Fair Labor Standards Act.
7. Such trades will not be approved if they result in an increased cost to the City.

## ARTICLE 50

### Direct Deposit

The City agrees to implement direct deposit of employee paychecks to an expanded network of financial institutions.

All employees will be required to provide authorization to the City Auditor to Electronically deposit their paychecks to a financial institution of their choice (subject to electronic compatibility). Employees shall not have to change financial institutions if their financial institution is not compatible with the wire transfer. The effective date of this requirement will be January 1, 2003.

An employee who does not have a financial institution at which to provide electronic transfer accessibility may pick up his/her paycheck at a designated location within the downtown City Hall complex, after 4:00 p.m. on paydays, or have the paycheck mailed to the address of the employee's choice.

The parties will both communicate and promote the availability and advantages of automatic deposits of paychecks through their respective communication means.

## ARTICLE 51

### Supplemental Pension Savings Plans/401(k)

#### SPSP

The parties agree that a new Supplemental Pension Savings Plan will be implemented for all new employees hired on or after July 1, 1986. For these employees the voluntary contribution will be reduced from 4.5% to 3.05% to offset the Medicare tax. Future increases in the Medicare or Social Security tax will result in corresponding decreases in the SPSP contribution for the City and the employees.

This change will not effect or change the current SPSP Plan for employees hired prior to July 1, 1986.

The parties agree that an early retirement provision will be added to the Supplemental Savings Plans so that distributions prior to age 59-1/2, but within the City's normal retirement age provisions, will not be subject to the 10% excise tax on early distributions.

Recent legislation mandates that all employees be covered by a retirement plan effective July 1, 1991. This impacts all hourly employees in the units represented by MEA since they do not participate in any retirement system. Mandatory participation for these employees in a version of the Supplemental Pension Savings Plan is agreed to by the parties in order to comply with this mandate.

The City and MEA agree to the adoption of a new SPSP(H) plan coverage for hourly employees to avoid compulsory inclusion in the Social Security System as mandated by the Omnibus Budget Reconciliation Act of 1990. These new Federal regulations mandate Social Security for employees not covered by a "retirement system". Current hourly employees, who are not participating in the City Retirement System do not meet the requirements of the regulations and must be covered by Social Security or a "retirement" plan effective July 1, 1991.

In order to comply with this new Federal law, the City and MEA agree to the implementation of a new SPSP-H (hourly) Plan for hourlies with the following key elements:

- 3.75% employee contribution matched by a 3.75% City contribution to meet 7.5% minimum requirement.
- 100% immediate vesting.
- Monies must remain in plan until termination.

The City and MEA agree to study the feasibility of establishing a program which allows employees to borrow against their vested SPSP contribution.

#### 401(k)

The City agrees to change the structure of the 401(k) Plan in order that each employee participant may determine the type and mix of his or her investment in the Plan (e.g., Socially Responsive, Aggressive Growth, Long Term Growth, etc.) in the same or similar manner to the choices available to participants in the Deferred Compensation Plan. As part of this restructuring, a reasonable administrative fee will be established on each 401(k) account by the plan administrator which will not exceed approximately \$23 annually.

All part-time benefitted employees shall be eligible to participate in the 401(k) plan that is offered to full-time benefitted employees.

### **ARTICLE 52**

#### Employee Counseling

##### **A. Job Counseling:**

Employees who are interested in promotional opportunities or a transfer to a different department or to another classification should call the Personnel Department. (Telephone 236-6400). (See also Personnel Manual Index Code E-7, Transfers and Demotions).

##### **B. Financial Counseling:**

If an employee's supervisor receives notification from a firm, collection agency, or other source that a debt is owed by the employee, the information should be immediately turned over to the employee. The supervisor should not attempt to ascertain the validity of the debt, collect the money, or determine the method of payment. This is a personal matter between the employee and the creditor. The supervisor may suggest that the employee seek financial counseling, if necessary, and refer the employee to the Rehabilitation Unit for appropriate community resources for financial counseling.

##### **C. Retirement Counseling:**

An employee who is planning retirement, or who is leaving City employment, should consult the Retirement Officer (236-6207) to discuss available retirement benefits, and the SPSP Administrator in the Risk Management Department (236-7894) regarding the Supplemental Pension Savings Plan (SPSP) to discuss payout of the plan.

### **ARTICLE 53**

#### Transportation Incentives

- A. Employees who utilize the Concourse Parkade and pay on a monthly basis will be charged 50% of the prevailing general public monthly rate.

Employees participating in the Employee Transportation Incentive Program (ETIP) shall pay 50% of the public daily rate, for up to 52 instances per year. Participation in this program is limited, and available on a first-come first serve basis.

- B. The City will provide 75% reimbursement up to \$100 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.

- C. The City will provide reimbursement to employees who utilize the Concourse Parkade and carry riders. The rate of reimbursement will be calculated so that an employee who carries three riders will receive free parking.

### **ARTICLE 54**

#### Labor Management Committee

The Management Team and MEA will establish a joint committee for the purpose of discussing common problems including, but not limited to, safety issues and policies, contract interpretation and administration, application and administration of the grievance procedure, the exceptional merit cash payment program, Supplemental Pension Savings Plan, clerical work stations, air quality in City buildings, alternate work schedules, and use of limited appointments.

The Committee shall meet quarterly, or more frequently if needed, at a time and for a duration that is mutually agreeable to both Management and MEA. MEA and Management will be able to appoint three members to this Committee.

## ARTICLE 55

### Polygraph Examinations

No employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an employee refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the employee refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the employee refused to take a polygraph examination.

An employee who is rejected for a position in the Police Department due to failure of a polygraph examination will be provided with the reason for such failure.

## ARTICLE 56

### Overtime

- A. For the purposes of overtime compensation, the compensatory time limits set forth in Administrative Regulation 95.01 shall be amended to permit employees to accrue 120 hours of compensatory time off. By the end of the fiscal year, however, compensatory time balances must not be in excess of 45 hours.
- B. The City agrees to evaluate the current process of making overtime opportunities available to Lifeguards II and to make reasonable efforts to increase the equity of this process, recognizing that skill levels and availability must continue to be considerations in the process. The goal will be to provide opportunities as equally as reasonably possible considering the skill level of the vacancy and of the available lifeguard personnel who wish to work overtime.

## ARTICLE 57

### Layoff

In the event a layoff involving classes represented by MEA, the City agrees to provide MEA with a copy of the official layoff notice which is provided to affected departments.

The City will make its best efforts to counsel and place employees in alternate jobs when subject to layoff.

The City's layoff procedures currently provide for an order of layoff for permanent employees in a class determined by Citywide seniority. Seniority shall be based upon the employee's most recent hire date with the City without a break in service.

## ARTICLE 58

### Repair or Replacement of Employees Property

Risk Management will process employee claims submitted under Administrative Regulation 35.70, "Repair or Replacement of Employees Personal Property", within 30 calendar days of receipt. Disallowed claims may be appealed to the City Manager or his designee who shall conduct a hearing and such other investigation as is appropriate.

## ARTICLE 59

### Long Term Disability/Industrial Leave

#### Industrial Leave

For claims filed based on a work related illness or injury occurring on or after July 1, 1994, the City will implement the following changes to the Industrial Leave Policy. The actual policy (A.R. 63.00) should be consulted for detailed language.

- Industrial Leave payments will not be granted for any injury which occurs as a result of a motor vehicle accident where available safety restraints are not in use, unless Departmental policy permits.
- Industrial Leave benefits will be terminated when an employee misses a medical appointment designed to determine the employee's work status, upon determination that the failure to attend the appointment was not excusable.

#### Long Term Disability

For claims filed based on a disability which arises on or after July 1, 1994, the City will implement the following changes in the LTD Plan. The actual provisions of the Plan Document should be consulted for detailed language, and additional changes.

- There are changes related to mental or nervous disorders.
- The Plan will not pay benefits to any employee whose disability was caused by his or her employment with the City of San Diego except as follows:
  1. Any industrial disability occurring on or after July 1, 1994, caused by employment with the City of San Diego if a period of twelve (12) months of Industrial Leave coverage has been exhausted for such disability. LTD coverage will then be approved for a maximum period of twelve (12) months while the participant is medically certified as totally disabled as defined in Section 4.03(B).
  2. For payment purposes, the definition of the term "basic bi-weekly earnings" for purposes of calculating long-term disability benefits shall mean the earnings in effect on the date the employee is removed from work due to his/her disability or due to any recurrence of his/her disability.

### Flexible Benefits

- The City will pay the Participant's flexible benefits for a maximum of one year while on Long Term Disability and thereafter will refer the employee to COBRA for extension of appropriate coverages.
- The City shall pay the participant's flexible benefits while the Participant is receiving Long Term Disability benefits even if the LTD benefit is 100% offset by other income benefits.
- Participants who are in a Long Term Disability status during the City's annual open enrollment for its Flexible Benefits Plan shall be enrolled in Flexible Benefits as required during the open enrollment. Participants shall keep their current health and life insurance coverage, while receiving Long Term Disability. Participants will be allowed to change health care plans provided the health care plans so stipulate.
- 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 60**

### Out-of-Class Assignments

Employees represented by MEA shall be compensated for out-of-class assignments on the 31st continuous day of assignment or on the 31st day of cumulative out-of-class assignments in the same classification. Out-of-class assignments shall accrue on a fiscal year basis only. Accumulated days will not be carried into the next fiscal year. An employee in an out-of-class assignment shall receive an increase at least equal to that which would be given if the employee were promoted to the same class from an eligible list established by a promotional examination.

The City agrees that all out-of-class assignments, regardless of number hours worked in a pay period, shall be recorded in the employee's personnel file.

For employees in classifications in the Administrative Support and Field Service, Professional, Supervisory and Technical representation units, appointing authorities shall give first consideration for appointment to an out-of-class assignment to employees on the eligible list for the class in which a vacancy occurs, except in those cases in which the specialized needs of the assignment or a requirement for an employee with specialized skills necessitates appointment of an employee not on the eligible list. In OCA assignments in excess of 30 days where specialized needs are required, the Appointing Authority will advertise Division-wide.

Management has discretion to determine when out-of-class assignments will be made. Management agrees to provide equal opportunity on a rotational basis for such out-of-class assignments to persons on the eligible list and will consider the seniority, availability, training and job performance of employees when making such divisional assignments. In the event that there is no eligible list, the appointing

authority will provide equal opportunity on a rotational basis to eligible employees and will consider seniority, availability, training, and job performance in making such assignments. If the out-of-class assignment lasts over five (5) days, an employee's current shift or station assignment shall not preclude their eligibility for out-of-class assignment.

Out-of-class assignments shall not exceed thirty consecutive days nor shall a series of out-of-class assignments to any one vacant position exceed thirty calendar days without approval by the Personnel Director. Out-of-class assignments shall not be made for the purpose of avoiding filling a position by a limited or permanent appointment.

An employee who is not on an existing or expired eligibility list for the particular class will not be assigned to an out-of-class assignment which would result in the employee's supervising his or her current supervisor.

## **ARTICLE 61**

### Implementation of New Programs

Prior to implementation of any new programs, the City will give the MEA advance notice in writing so that the parties may address the impact of any such programs on wages, hours, and working conditions.

The City will make its best efforts to give the MEA at least 30 working days advance notice.

## **ARTICLE 62**

### Confidentiality of Medical Information

1. The City, its officers and employees, shall respect the confidentiality of employee medical records and shall abide by the guidelines set forth in Personnel Manual Section J-4.
2. The City acknowledges that an employee's constitutional right of privacy entitles an employee to decline to disclose or to permit his or her physician to disclose the nature of an illness, diagnosis or prognosis unless otherwise required by Workers' Compensation statute, by the employee application for Industrial Leave or Long Term Disability benefits, State or Federal Law, application for employment, or required as part of a City mandated physical examination. To the extent that an employee's absence(s) due to illness have or may result in discipline or placement on a "doctor's list", the employee, at his or her own option, may disclose these details to the appropriate person in his or her chain of command or directly to the Department Head if the employee wishes. Because of this acknowledged right of privacy, the form for an employee's request for a leave of absence shall not require disclosure of the nature of an illness or require authorization for release of a medical provider's records.

## ARTICLE 63

### Department Work Rules

Management agrees to make available to the MEA current written departmental and divisional policies, instructions and work standards. As reasonable additional departmental policies and instructions are developed and published, the City will make available copies to MEA and employees. Such policies shall be uniformly applied. However, the obligation to make available copies of current and future departmental and divisional policies, instructions and work standards shall not extend to ones which describe confidential or security procedures.

All departmental and divisional policies, instructions, and work standards shall conform to the Civil Service Rules, Personnel Regulations and Memorandum of Understanding.

## ARTICLE 64

### Time Off for Blood Donation

An employee shall receive paid release time, not to exceed two hours, when he or she donates blood at the annual MEA blood drive and/or in response to an emergency request from the Blood Bank. The City shall release the employee for the actual time the employee spends in any travel to and from the Blood donation site, as well as for the time spent at the site, in any event not to exceed a maximum of two hours of release time. The employee shall submit his or her "blood receipt" to the payroll clerk as verification of the donation.

## ARTICLE 65

### Call-Back/Court Pay

#### Section A. Call Back Pay

An employee who has been released from work and has left the work premises and is called back to duty, shall be paid for the reasonable estimate of the time required for said employee to travel from and to his or her residence and the work area and for the time the employee actually works. The total time of call-back pay, including travel time, shall not be less than four (4) hours, and shall be computed at the employee's premium overtime rate. This call back pay provision shall also apply under circumstances where the employee is issued a call back order before he/she leaves the work place at the end of his/her shift.

Employees in the classifications of Assistant Criminalist, Criminalist, Evidence Technician, Forensic Specialists, Latent Print Examiners, Document Examiners, Police Property and Evidence Clerk, Polygraph Examiner, Interview-Interrogation Specialists, Latent Print and Evidence Technician Supervisor, Supervising Criminalist, Stores Supervisor (Police Property Room), Dispatcher II (Tape Researcher), Cal-ID Technician and Forensic Alcohol Analyst shall receive a minimum of four (4) hours call-back pay.

#### Section B. Court Pay

Assistant Criminalists, Criminalists, Community Service Officers, Evidence Technicians, Forensic Specialists, Latent Print Examiners, Document Examiners, Police Property and Evidence Clerk, Polygraph Examiner, Interview-Interrogation Specialists, Latent Print and Evidence Technician Supervisor, Supervising Criminalist, Stores Supervisor (Police Property Room), Dispatcher II (Tape Researcher), Cal-ID Technician and Forensic Alcohol Analysts who work shifts other than the day shift, and are required as a result of their employment responsibilities to make court appearances during otherwise off-duty hours, shall be treated as follows:

- A. The employee shall receive compensation for all time actually spent in court (minimum of four hours effective July 1, 1990), excluding court recess time.
- B. If the employee makes a court appearance during the morning session and at least part of the afternoon session, after he/she has just completed working a night shift, and if the employee is scheduled to work the next succeeding night shift, the employee shall have the option of receiving compensation at their normal overtime rate for the actual court appearance time or having the succeeding scheduled night shift off as compensatory time. If an employee is scheduled off on his/her next shift following such court appearance, he/she may not exercise the second option.
- C. Compensatory overtime shall begin at the time indicated on the subpoena unless the employee is otherwise notified by their supervisor.

#### Section C. Call Back and Court Pay Exceptions

The above described provisions for court pay and call back pay shall not apply in the following situations:

- 1) When an employee is required by subpoena to appear in court prior to his/her scheduled shift, and the appearance is contiguous with the shift; or when an employee attends court then reports to work an hour later;
- 2) When an employee is already present at the work station and is required by a supervisor to start work early or to resume work following the end of shift;
- 3) When an employee is required to attend a meeting scheduled before or after the employee's shift, and which is contiguous with the shift;
- 4) When an employee is required to appear in court during a session which begins during the employee's regularly scheduled shift, but which continues past the end of shift.

In these instances, and any other not specifically identified as entitling an employee to the four-hour minimum, the employee should receive compensation only for the time actually worked, or spent in court or meetings before or after his/her shift.

#### Section D. Court Stand-By

When an Assistant Criminalist, Criminalist, Evidence Technician, Forensic Specialist, and Forensic Alcohol Analyst is under subpoena to appear in court during his/her nonduty hours, the employee shall go to the court and stand by until called by the court and shall receive pay at their normal overtime rate for such stand-by time, or with the concurrence of the subpoenaing party, remain standing by at another location where he/she may be reached by the court by telephone. If an employee stands by at another location, no pay shall be received for such stand-by time. No employee shall be required to stand-by without compensation without his/her consent.

#### **ARTICLE 66**

##### Engineers and Surveyors

The City Manager's Office shall continue to conduct a study of the engineer and survey series that shall require the Engineering and Development Department to keep the following records to determine that the current levels of recruiting and retention are adequate:

- (1) detailed documentation of all eligibles on lists, interviewed or not interviewed, as to why they did meet or did not meet departmental requirements;
- (2) after selection process has been completed, documentation on interviewees as well as documentation on the reasons why an eligible waived a job offer; and
- (3) detailed exit interviews documenting exact reasons for leaving.

Management will meet with MEA to share the information gathered on a mutually agreed upon date.

Nothing in this article shall be construed so as to require the release of information which is individually identifiable to a current or prospective City employee.

#### **ARTICLE 67**

##### Objective Hearing Officers

Objective Hearing Officers will be assigned to hear disciplinary appeals at the department level. Objective means a managerial employee who has not conducted the fact finding or investigation which lead to the proposed discipline and is not the person recommending the discipline. The primary responsibility for conducting a disciplinary investigation and the resulting advanced notice of disciplinary action when warranted will be delegated by the Appointing Authority to someone other than the individual prospectively responsible for hearing an appeal of such action. The individual delegated the primary responsibility will also sign the Advance Notice. This language is in no way intended to preclude any managerial employee from the normal managerial review of actions recommended within a work unit.

The Appointing Authority may delegate the appeal hearing officer responsibility to any supervisory or managerial employee at least one level above the employee requesting appeal. Exceptions may be granted by the Labor Relations Manager. In any event, MEA represented employees will not act as hearing officers for terminations of any employee in a job class represented by MEA.

#### **ARTICLE 68**

##### Workloads

After a section undergoes a reduction, Management will prepare a plan demonstrating how the work will be restructured, reassigned or delayed. Additionally, new or revised work expectations, standards and adjusted timelines for work product will be developed.

Before and after implementation of the plan, Management shall meet with impacted employees for input. Opportunities for follow-up, feedback and proposed adjustments in the reorganization plan will be provided to employees.

#### **ARTICLE 69**

##### Overpayments to City Employees

If it has been discovered that an overpayment or unauthorized payment has been made to a City employee, it is the responsibility of the department to notify the employee in writing and supply the employee with the documentation used to determine the overpayment.

If the employee contends that any portion or the entire amount is not owed, he or she may request a meeting with the appointing authority to attempt to resolve the disagreement. If the dispute about the payment originates in another department, the employee has a right to request a meeting with the appointing authority in that department. The employee may have a representative attend such meeting(s) with him or her.

If the dispute regarding overpayment arises from the interpretation of a personnel regulation or administrative regulation, the employee may grieve this matter directly to the Department Head level.

##### Repayment of Funds

An employee will pay no penalties, fees or interest as a result of the overpayment.

The employee shall have the right to select one of the two following options for the repayment of the funds:

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

- (2) biweekly installment payments through payroll deduction (installment payments must be a minimum of \$10 and repayment must be completed within 26 pay periods);

The final agreement on the repayment will be committed to writing, with the lump sum payment date, or the biweekly amount and the beginning and ending date of the installment plan identified.

Disputes over repayment of funds which were overpaid to an employee through no fault of the employee, shall not be a factor in employee performance reports or discipline.

#### Referral to Collections

A department may refer an employee to the Treasurer, Collections Section only when the employee, after being duly notified of the overpayment and having had the opportunity to review the relevant documentation, refuses to agree to a repayment of the amount owed.

The employee will be notified of the referral and informed that the Collections Section will proceed with collection as it would for any other debtor.

### ARTICLE 70

#### Transfer Notification Process

The Personnel Department shall establish a Transfer Notification process.

1. Employees who are interested in transferring will submit requests directly to the Personnel Department.
  - a. Supervisory review and approval will no longer be required.
  - b. Personnel review/approval/rejection will only be based on a review of the employee's qualifications in relation to the requirements of the class.
  - c. Appointing Authorities may contact employee's current department to review personnel file with the employee's authorization and/or receive recommendation.
2. Requests approved by the Personnel Department will be:
  - a. Placed on additional eligible list(s)
  - b. Notified by Personnel of all vacancies, by written notice to his/her home address or mail station.

### ARTICLE 71

#### Rights of Industrially Injured Employees to Schedule Medical Appointments

An employee who has suffered an industrial injury, whether on light duty or full duty status, shall have the right to schedule medical appointments, including physical therapy, which are related to treatment of the industrial injury, during his or her regularly scheduled work hours without loss of pay.

Employees shall make their best effort to schedule appointments close to the beginning or end of their work shift.

### ARTICLE 72

#### Telecommuting

The City shall include the following provisions in its telecommuting policy:

1. The City will reimburse employees for required phone costs/lines. Supplies required to complete assigned work at the alternate location which are normally available at the employee's regular office will be made available during in-office visits.
2. The employee's home telephone number will remain private, however, the supervisor may have the number in order to make contact with the employee, if necessary.
3. Participation will not be limited to employees who use computers, but may be extended to other employees whose physical presence at a City office or facility is not necessary to successful performance of the assigned functions.
4. An employee working an alternate work schedule may be eligible to participate in Telecommuting subject to the discretion of the Appointing Authority; conversely, employees who telecommute may be eligible for alternate work schedules at the discretion of the Appointing Authority.

### ARTICLE 73

#### Consultant/Contractor Review

The City and MEA agree to continue Consultant/Contractor Review Committee to study and to evaluate consultant/contractor issues; to eliminate waste and abuse; and to identify additional employment opportunities for City employees wherever and whenever possible.



## ARTICLE 74

### Catastrophic Leave Plan

#### Purpose

Establish a City of San Diego administered Catastrophic Leave Bank permitting City employees to assist other City employees who face extended leaves without pay due to a catastrophic occurrence in their lives. For the purpose of this plan, a catastrophic occurrence is defined as any event that would qualify the employee under the Family Medical leave Act as determined by the City Manager. Catastrophic Leave determinations are non-grievable.

#### Procedures

- A. 1. The employee must have exhausted or expect to exhaust his/her accrued leave (to be verified by the department payroll specialist), as a result of a qualifying event in order to establish a leave bank.

If an employee is diagnosed as terminally ill, a leave bank may be established without meeting this requirement. In such cases, the donated leave will be paid out at termination. A recipient's total annual leave balance including donated leave cannot exceed 2080 hours.

2. The employee has received approval for an unpaid leave of absence from his/her Department Head.
- B. Requests to establish a Catastrophic Leave Bank for receipt of donations will be processed by the City Manager's office.
1. An eligible employee will submit a completed "Request to Establish Catastrophic Leave Bank" form to the Labor Relations Manager, accompanied by:
- a. A medical statement from the attending physician, including a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work, or other appropriate documentation supporting the request.
  - b. Evidence of the Department Head's approval of leave of absence.
- C. Donations of annual leave may be made to an employee eligible for catastrophic leave. The Donor Department will be billed for the dollar amount of the Donor's Annual Leave donation.
- 1. Donations of leave will be strictly voluntary; the identity of leave donors will be held in absolute confidence.
  - 2. Employees may only donate accrued annual leave.
  - 3. Donations may be made in whole hour increments. There is no tax benefit to the donor.

- 4. Donors must have an overall annual leave balance of 160 hours remaining after donated time has been deducted.
  - 5. Once donated to an individual, donated leave cannot be reclaimed by the donor.
  - 6. Employees wishing to donate time shall complete a "Confidential Authorization for Catastrophic Leave Donation" form and submit to their Department Payroll Specialist who will:
    - a. verify that donating employee has the minimum required leave balance (160 hours),
    - b. convert the donated time to dollars at the hourly rate of the donor and subtract from designated leave category, and
    - c. forward to the Labor Relations Manager for tracking and submission to the Auditor-Controller.
- Donation authorization forms which do not contain all requested information shall not be processed.
- D. Upon receipt of donation authorizations, the Auditor-Controller shall take the following action:
- 1. Convert donated dollars as computed above to hours at the hourly rate of the recipient, and add to recipient's annual leave balance. Recipient will be taxed for the leave when taken.
  - 2. Retain a confidential file of donation authorizations.
- E. Donated time is treated as annual leave accrued by the recipient of the donation. Payments up to 80 hours per pay period will be made to the recipient until the donated leave has been exhausted.
- 1. Donated time does not alter the employment rights of the City or the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence or Annual Leave, except as noted in this Article.
  - 2. Employees who are utilizing donated annual leave hours will continue to accrue annual leave in accordance with Personnel Manual Section I-2, Annual Leave.

## ARTICLE 75

### "PUL" Distribution

MEA may use the mail system to distribute its single sheet "PUL" or equivalent communication, to all employees in its bargaining unit. Management shall provide MEA with a current list of all employees in its bargaining units with the location of the mail station at which that employee may receive interoffice mail. These lists will be provided in July and January of each fiscal year.

## ARTICLE 76

### New Employee Orientation

The City agrees to provide general information to City employees during new Employee Orientation regarding the applicability of the Meyers-Milias-Brown Act to City employment, and regarding the legitimate status of employee organizations as exclusive bargaining representatives.

MEA may provide the pertinent information on its dental and vision plans for presentation by the City during New Employee Orientation, and an MEA representative may attend the presentation as an observer. MEA may report any inaccurate or improper presentations related to its plans to the City Manager for his/her immediate attention.

The City will provide new employees with the forms associated with the various benefits plans during the pre-lunch "benefits" portion of the program.

## ARTICLE 77

### Identity of Appeal Hearers

The City agrees that MEA may bring to the immediate attention of the City Manager any occasion when it feels that the Department Head or designee who intends to hear an appeal pursuant to Article 10, Section J, or Article 37 is unduly biased under the circumstances. The City Manager agrees to take reasonable steps to assure an employee minimum due process in this regard.

## ARTICLE 78

### Side Letters

Effective July 1, 1994, all side letters previously in effect between the parties are rescinded.

## ARTICLE 79

### Management Analyst Series

The filling of any vacancy in the Management Analyst Series will be done in full accordance with all applicable Civil Service Rules and Personnel Regulations.

## ARTICLE 80

### Training Reimbursement

#### 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' and Criminalists' Training

The City agrees that if Forensic Alcohol Analysts and Criminalists 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 and Criminalist's attendance will be at City expense in accordance with the terms of A.R. 70.40.

#### III. Use of Tuition Reimbursement for Job-related Training

One half of the Tuition Reimbursement benefit may be used by an employee each fiscal year for reimbursement of seminars or other training / 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.

#### IV. Tuition Reimbursement Amount

Tuition Reimbursement benefit amount will be \$1,000 per fiscal year.

Administrative Regulation 70.30 will be amended as follows:

##### 2. Policy

2.4 b. An education plan must be approved by the Appointing Authority prior to requesting tuition reimbursement for a specific course. This plan must include:

2.4 f. Requests for reimbursement must be submitted for approval to the Appointing Authority within sixty (60) days of completion of the specific course for which reimbursement is being sought.

3. Requests and Reimbursement - Procedure

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

**ARTICLE 81**

**Appointing Authority Interview Feedback**

Upon request, an Appointing Authority involved in a selection interview process shall provide feedback to those candidates not selected which includes how the candidate's experience and training compared to the announced criteria, and an assessment of candidate's interview skills.

**ARTICLE 82**

**Extra Police Departmental Appeal**

MEA agrees to eliminate the "extra" departmental appeal provided in the SDPD Discipline Manual (Revised 7/1/87) in order for the Police Department to be consistent with City departments.

In so doing and per Article 2 of the MEA MOU, the Police Department shall modify their current PD Discipline Manual (Revised July 1, 1987) in the following sections:

Introduction: Appeals  
Section III: Reduction in Compensation  
Section VII: Suspension  
Section IX: Demotion  
Section XC: Termination for Permanent Employees.

These modifications will reflect the Skelly hearing and appeal language consistent with MEA MOU and the Personnel Regulations. Additionally, the oral agreement giving the Police Department an exception on the identity of Skelly hearing officers despite MEA Article 67, Objective Hearing Officers.

**ARTICLE 83**

**Drug Screening**

**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.

**Lifeguards Random Drug and Alcohol Screening**

A random drug/alcohol screening program shall 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, Butabarbital, 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 84

##### Parking Subsidy

Management agrees to make its best effort to negotiate with Parking Facility Providers reduced rates comparable to those at the City Concourse for employees assigned to City facilities.

#### ARTICLE 85

##### Office Space

The City and MEA agree that Administrative Regulation 56.00, "Office Space Requests" shall be changed in pertinent part as follows:

##### 2.6 Policy

##### 2.6

It shall be the City Manager's policy that, in determining work space allocation, the actual work being done and the space necessary to accomplish it, shall be the primary determinant of space allocation.

##### 4. Guidelines

##### 4.1

Office space requirements will take into consideration the following guidelines when planning and allocating space to departmental programs. However, the specific space needs based on the job responsibilities of each position shall be the primary determinant of the space allocation.

Because space allocation is critical to both efficiency and the quality of the work environment, departments will solicit employee input into this process.

#### ARTICLE 86

##### Voluntary Certification Pay

##### I. Water Department Certified Distribution Operator Certification Pay

1. Employees in the Water Department who obtain and maintain American Water Works Association (AWWA) Water Distribution Operator (WDO) certifications will not be eligible to receive voluntary certification pay for AWWA WDO certification.
2. Employees in the Water Department in the classifications listed below under Eligible Classifications at the end of this section (2) who obtain and maintain a Certified Distribution Operator certification, from the State of California, Department of Health Services will be compensated at the following rates:

D3: \$.30/hour

D4: \$.55/hour

D5: \$.80/hour

##### Eligible Classifications:

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

3. Employees in classifications which require a Certified Distribution Operator certification from the State of California, Department of Health Services will not be eligible for certification pay for Certified Distribution Operator certification at the level required for their position/classification.
4. Employees in the Water Department in the classifications listed below under "Eligible Classifications" at the end of this section (4) whose positions require a Certified Distribution Operator (CDO) certification, Grade D3, from the State of California, Department of Health Services, and obtain a CDO certification higher than that required for their position, will be compensated at the following rates:

D4: \$.55/hour

D5: \$.80/hour

##### Eligible Classifications:

Water Distribution Operations Supervisor  
Water Systems Technician IV  
Water Systems Technician Supervisor  
Water Systems District Manager

5. To receive Certified Distribution Operator certification compensation, employees must hold permanent, full time status and be rated satisfactory or above at the time the certification pay is awarded.
  6. Employees who hold either Temporary or Interim Distribution Operator certification from the State of California, Department of Health Services will not be eligible for compensation.
  7. As of January 1, 2001, employees in the Water Department must maintain a Certified Distribution Operator, Temporary or Interim certification from the State of California, Department of Health Services as required for their positions and/or classifications. Employees with interim certifications must become Certified Distribution Operators at the level appropriate for their classification/position no later than January 1, 2007.
  8. Employees in the Water Department are required to provide a copy of their Certified Distribution Operator certification from the State of California, Department of Health Services to the appropriate staff as defined in Water Department policies to be eligible for and receive voluntary certification pay. Employees whose certifications expire will not be paid certification pay until a copy of the renewed Certified Distribution Operator certification is presented to the appropriate staff.
- II. Employees in the Water Department in the classes listed in Appendix F of this MOU who obtain and maintain Certification in backflow maintenance or cross connection shall be eligible to receive the additional compensation of twenty-five cents (\$.25) per hour for such certificate. Employees must use the certification(s) as part of their employment to be eligible for the additional compensation. The compensation for these certifications shall increase by ten cents (\$.10) per hour effective December 20, 2003 and by fifteen cents (\$.15) an hour effective December 18, 2004.
- III. Employees in the classifications listed in Appendix F (and excluding those listed in Sections IV and V below) who obtain and maintain a Grade II certification in a job-related specialty from the California Water Environment Association (CWEA) will be eligible for an additional compensation of thirty cents (\$.30) an hour. Employees who obtain and maintain a Grade III certification will be eligible for fifty-five cents (\$.55) per hour maximum compensation. Employees who obtain and maintain a Grade IV certification will be eligible for eighty cents (\$.80) per hour maximum compensation. The compensation for these certifications shall increase by ten cents (\$.10) per hour effective December 20, 2003, and by fifteen cents (\$.15) an hour effective December 18, 2004.
- IV. Employees in the classifications of Electronics Technician Supervisor, Plant Process Control Supervisor, and Instrumentation and Control Supervisor in the Water Department 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 thirty cents (\$.30) an hour additional compensation. Employees who obtain and maintain a Level II certification will be eligible for additional compensation of fifty-five cents (\$.55) an hour maximum compensation. The compensation for these certifications shall increase by ten cents (\$.10) per hour effective December 20, 2003, and by fifteen cents (\$.15) an hour effective December 18, 2004.

- V. Employees in the Power Plant Operator series will be eligible for thirty cents (\$.30) an hour compensation for possession of the Grade II Stationary Engineer Certification issued by the National Institute for Licensing of Power Engineers. Fifty-five cents (\$.55) 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 eighty cents (\$.80) per hour. The compensation for these certifications shall increase by ten cents (\$.10) per hour effective December 20, 2003, and by fifteen cents (\$.15) an hour effective December 18, 2004.
- VI. 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 City-wide probation), and be rated Satisfactory or better at the time the differential is awarded.
- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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 related to the additional certification 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.
- XI. 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.

- XII. Employees must use the certification or be in a position where it may be utilized in the performance of their duties as determined by the department to be eligible for the additional compensation.
- XIII. Effective December 20, 2003, employees in the Librarian series who obtain the Master of Library Science (MLS) and/or Master of Library Information Science (MLIS), and/or equivalent Masters degree as determined by the Library Director, shall be eligible to receive the additional compensation of 5%.
- XIV. Effective December 20, 2003, employees in the classifications of Plan Review Specialist I, II, III, IV and Supervising Plan Review Specialist who obtain and maintain the International Conference of Building Officials (ICBO) certification, Plans Examiner, shall be eligible to receive the additional compensation of 5%.
- XV. Effective December 20, 2003, an employee in the option classification of Code Enforcement Coordinator who obtain and maintain the International Conference of Building Officials (ICBO) certification, as determined by the Appointing Authority, shall be eligible to receive the additional compensation of 5%.
- XVI. Effective December 20, 2003, employees in the classification of Principal Drafting Aide who obtain and maintain the CADD certification, as determined by the Engineering and Capital Projects Department, shall be eligible to receive the additional compensation of 5%. Employees in the classification of Principal Drafting Aide who obtain and maintain the GIS certification, as determined by the Water Department, shall be eligible to receive the additional compensation of 5%.
- XVII. Effective December 20, 2003, employees in the classifications of Senior Zoning Investigator and Zoning Investigator I, II who obtain and maintain the International Conference of Building Officials (ICBO) certification, as determined by the Appointing Authority shall be eligible to receive the additional compensation of 5%.
- XVIII. Effective December 20, 2003, employees in the classifications of the Agricultural Lease Manager and Property Agent series who obtain and maintain the International Right of Way Association (SR/WA) certification shall be eligible to receive the additional compensation of 5%.
- XIV. Effective December 20, 2003, employees in the classifications of Equipment Repair Supervisor, Metal Fabrication Supervisor and Fleet Maintenance Supervisor who obtain and maintain the Master Level Automotive Service Excellence (ASE) certification shall be eligible to receive the additional compensation of 5%.
- XX. Effective December 20, 2003, employees in the classification of Document Examiner who obtain and maintain the American Board of Forensic Documents Examiner III (ABFDE) certification shall be eligible to receive the additional compensation of 5%.

- XXI. Effective December 20, 2003, employees in the classification of Latent Print Examiner II who obtain and maintain the certified Latent Print Examiner (IAI) certification shall be eligible to receive the additional compensation of 5%.

## ARTICLE 87

### 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 (MWWD) 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 MWWD 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 88

### 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.

## 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. MEA may provide to Fire & Life Safety and/or Labor Relations input regarding what it considers unresolved issues.

## C. Performance Standards

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

## 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.

## F. Certification Pay

Fire Dispatchers, Lead Fire Dispatchers (Terminal Class), Fire Dispatch Supervisors and Dispatcher I and II shall be required to obtain and maintain Emergency Medical Dispatch certification, and shall receive an additional 5% 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.

## 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, 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.

## ARTICLE 89

### Military Leave

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

## ARTICLE 90

### Reimbursement of Emergency Meals

Effective July 1, 2002, employees who ordinarily qualify for a meal during the performance of after hours emergency work shall, with the proper receipts, be reimbursed up to \$12.00. Effective July 1, 2003, the reimbursement amount shall increase up to \$13.50 and effective July 1, 2004, it shall increase up to \$15.00.

## ARTICLE 91

### Bereavement Leave

Effective July 1, 2005, paid bereavement leave of up to three days is available upon the death of an employee's spouse, father, mother, brother, sister, son, daughter (including step-, foster, or adopted son or daughter), or state-registered domestic partner, with a limit of one eligible death per fiscal year.

## APPENDIX A

### Bargaining Units

#### ADMINISTRATIVE SUPPORT AND FIELD SERVICE UNIT

Account Clerk	Library Aide
Account Audit Clerk	Library Clerk
Auto Messenger I	Library Technician
Auto Messenger II	Meter Reader
Benefits Representative I	Micrographics Clerk
Benefits Representative II	Parking Enforcement Officer I
Bookmobile Driver	Parking Enforcement Officer II
Cashier	Payroll Audit Specialist I
Claims Clerk	Payroll Audit Specialist II
Clerical Assistant I	Payroll Specialist I
Clerical Assistant II	Payroll Specialist II
Collections Investigator I	Police Property and Evidence Clerk
Collections Investigator II	Police Records Clerk
Collections Investigator Trainee	Police Service Officer I
Contracts Processing Clerk	Police Service Officer II
Court Support Clerk I	Public Information Clerk
Court Support Clerk II	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	Senior Account Audit Clerk
Executive Secretary	Special Events Traffic Controller I
Field Representative	Special Events Traffic Controller II
Golf Starter	Stock Clerk
Intermediate Stenographer	Storekeeper I
Junior Stenographer	Student Worker
Legal Secretary I	Test Administration Specialist
Legal Secretary II	Vehicle and Fuel Clerk
Legislative Recorder I	Word Processing Operator
Legislative Recorder II	

## PROFESSIONAL UNIT

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

## SUPERVISORY UNIT

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

## SUPERVISORY UNIT (continued)

Safety and Training Manager	Senior Utility Supervisor
Senior Accounts Payable Audit Clerk	Senior Wastewater Operations Supervisor
Senior Benefits Representative	Sign Shop Supervisor
Senior Biologist	Senior Water Operations Supervisor
Senior Building Maintenance Supervisor	Senior Water Utility Supervisor
Senior Cashier	Special Events Traffic Control Supervisor
Senior Chemist	Stadium/Field Manager
Senior Civil Engineer	Stadium Maintenance Supervisor
Senior Clerk/Typist	Storekeeper II
Senior Code Compliance Supervisor	Storekeeper III
Senior Combination Inspector	Stores Operations Supervisor
Senior Communications Engineer	Structural Engineering Senior
Senior Communications Technician Supervisor	Supervising Academy Instructor
Senior Customer Services Representative	Supervising Cal-ID Technician
Senior Disposal Site Representative	Supervising Criminalist
Senior Disposal Site Supervisor	Supervising Custodian
Senior Electrical Engineer	Supervising Disposal Site Representative
Senior Electrical Inspector	Supervising Field Representative
Senior Electrical Supervisor	Supervising Hazardous Materials Inspector
Senior Engineer - Fire Protection	Supervising Librarian
Senior Engineering Geologist	Supervising Meter Reader
Senior Housing Inspector	Supervising Plan Review Specialist
Senior Land Surveyor	Supervising Property Agent
Senior Legal Assistant	Supervising Public Information Officer
Senior Legal Secretary	Supervising Recreation Specialist
Senior Legislative Recorder	Supervising Wastewater Pretreatment Inspector
Senior Library Technician	Traffic Signal Supervisor
Senior Marine Biologist	Training Supervisor
Senior Mechanical Engineer	Tree Maintenance Supervisor
Senior Mechanical Inspector	Utility Supervisor
Senior Meter Reader	Wastewater Operations Supervisor
Senior Park Ranger	Wastewater Pretreatment Program Manager
Senior Parking Enforcement Supervisor	Wastewater Treatment Superintendent
Senior Planner	Water Distribution Operations Supervisor
Senior Plant Technician Supervisor	Water Operations Supervisor
Senior Police Records Clerk	Water Production Superintendent
Senior Power Plant Supervisor	Water Systems District Manager
Senior Property and Evidence Supervisor	Water Systems Technician Supervisor
Senior Structural Inspector	Water Utility Supervisor
Senior Systems Analyst	Work Control Manager
Senior Test Administration Specialist	
Senior Traffic Engineer	

## TECHNICAL UNIT

Administrative Aide I	Mechanical Inspector I
Administrative Aide II	Mechanical Inspector II
Asbestos and Lead Program Inspector	Multimedia Production Specialist
Assistant Laboratory Technician	Personnel Assistant I
Assistant Recreation Center Director	Personnel Assistant II
Buyer's Aide I	Photographer
Buyer's Aide II	Plan Review Specialist I
Cal-ID Technician	Plan Review Specialist II
City Attorney Investigator	Plan Review Specialist III
Claims Aide	Plan Review Specialist IV
Claims Representative I	Planning Technician I
Claims Representative II	Planning Technician II
Code Compliance Officer	Planning Technician III
Combination Inspector I	Police Code Compliance Officer
Combination Inspector II	Police Dispatcher
Data Entry Operator	Police Investigative Aide I
Dispatcher I	Police Investigative Aide II
Dispatcher II	Police Lead Dispatcher
Dispute Resolution Officer	Pool Guard I
Document Examiner I	Pool Guard II Principal Drafting Aide
Document Examiner II	Principal Engineering Aide
Document Examiner III	Principal Survey Aide
Drafting Aide	Principal Traffic Engineering Aide
Electrical Inspector I	Public Service Career Trainee
Electrical Inspector II	(if target class is in this unit)
Electronic Publishing Specialist	Public Works Dispatcher
Engineering Trainee	Ranger/Diver I
Fire Dispatcher	Ranger/Diver II
Fleet Parts Buyer	Recreation Aide
Forensic Alcohol Analyst	Recreation Leader I
Forensic Specialist	Recreation Leader II
Graphic Designer	Safety Representative I
Housing Inspector I	Safety Representative II
Housing Inspector II	Senior City Attorney Investigator
Hydrography Aide	Senior Claims Representative
Information Systems Technician	Senior Data Entry Operator
Interview and Interrogation Specialist I	Senior Drafting Aide
Interview and Interrogation Specialist II	Senior Engineering Aide
Interview and Interrogation Specialist III	Senior Survey Aide
Junior Engineering Aide	Senior Zoning Investigator
Laboratory Assistant	Structural Inspector I
Laboratory Technician	Structural Inspector II
Lake Aide I	Student Engineer
Lake Aide II	Swimming Pool Manager I
Latent Print Examiner I	Swimming Pool Manager II
Latent Print Examiner II	Swimming Pool Manager III
Legal Assistant	Victim Services Coordinator
Lifeguard I	Water Systems Technician IV
Lifeguard II	Zoning Investigator I
Lifeguard III	Zoning Investigator II
Litter Control Inspector (Terminal)	

## **APPENDIX B**

### **Uniforms**

#### **AREA REFUSE COLLECTION SUPERVISOR**

##### **Items Required:**

Pants (Dickey) (10)  
Polo Shirts with Logo (5 white) (5 blue) (short or long sleeve)  
Jacket (Dickey) (1)\*

#### **AUTO MESSENGER (MAILROOM PERSONNEL - CAB AND LIBRARY)**

Shirt (5), with City logo

Pants/shorts (5)  
Jacket (1) with City logo  
Hats (1) with City logo  
Gloves (issues)

#### **PARKING ENFORCEMENT OFFICERS I AND II, AND PARKING ENFORCEMENT SUPERVISOR**

##### **Items Required:**

Slacks (5)  
Belt  
Tie  
Hat (2) (optional)  
Jacket (Chill Chaser) (1)  
Shirt, Long or Short Sleeve (5)  
Jacket (Tuffy) (1) (optional)  
Radio Holder (Issued)  
Gloves  
Turtleneck Sweater (1) (optional)  
Turtleneck Dickie (1) (optional)  
Name Tag (Issued)  
Shorts (optional)  
Sweater (optional)  
Polo Shirt with logo (optional)  
Shoes

Parking Enforcement Officers must maintain a minimum of 5 shirts and 5 pants or shorts, which must include at least one pair of regular slacks, one required long sleeve shirt and one required short sleeve shirt.

#### **LIFEGUARD II, LIFEGUARD III, LIFEGUARD SERGEANT, AND MARINE SAFETY LIEUTENANT.**

##### **Items Required:**

Wetsuit\*  
Wetsuit Hood  
Hat  
Dress Shirt (3)\*  
Trousers (3)\*  
Dress Shoes (Class A)  
Tennis Shoes  
Orange Float Coat (1)\* (BSU members only)  
Swim Shorts (2)  
Swim Suits - Female (2)  
Fins  
Name Tag (2)\*  
Belt \*  
T-shirts (3)  
Sweats (2)  
Sunglasses  
Shoes with Non-Slip Soles (2) (Boating Safety Unit Members Only)\*  
Shorts, Navy Blue (2) (Boating Safety Unit Members Only)  
Golf Shirts (5)\*  
Nylon Windbreaker with fleece flannel lining\*  
"Third Reef" Foul Weather Jacket  
"Third Reef" Foul Weather Trousers  
"Third Reef" Foul Weather Boots  
Equipment Bag

\*Uniform Reimbursement Items

#### **LIFEGUARD II (Hourly)**

##### **Items Required:**

Hat  
Wetsuit\*  
Swim Suit  
Fins  
T-Shirts (3)  
Sweats (2)  
Sunglasses

#### LIFEGUARD I (Hourly)

##### Items Required:

Hat  
Swim Suit  
Fins  
T-Shirts (3)  
Sweats (2)  
Wear Guard Lightweight Jacket Model #401 (optional)

These items are issued upon appointment to Lifeguards I and to Lifeguards II and above for those who have not served as a Lifeguard I. The City agrees to continue to meet on Lifeguard uniform and equipment requirements through the term of the contract to resolution of those issues.

#### POLICE SERVICE OFFICER I AND II

##### Items Required:

Tie  
Belt  
Shirt, Long or Short Sleeve (3)  
Slacks (3)  
Jacket (Chill Chaser)  
Utility Belt  
Belt Keepers (4)  
Patches (as required by the Police Department)  
Name Tag  
Radio Holder\*  
Expandable Baton

#### CODE COMPLIANCE SUPERVISOR (Police Department)\*\*

##### Items Required:

Belt  
Shirt (3)  
Slacks (3)  
Jacket  
Trooper Hat  
Utility Belt  
Belt Keepers (4)  
Tie (optional)  
Sweater (optional)  
Hat Holder (optional)

#### CODE COMPLIANCE OFFICER (Police Department)\*\*

##### Items Required:

Belt  
Shirt (3)  
Slacks (3)  
Jacket  
Trooper Hat  
Utility Belt  
Belt Keepers (4)  
Tie (optional)  
Sweater (optional)  
Hat Holder (optional)

#### POLICE CODE COMPLIANCE OFFICER AND POLICE CODE COMPLIANCE SUPERVISOR\*\*

##### Items Required:

Belt  
Shirt (3)  
Slacks (3)  
Jacket (Chill Chaser)  
Hat  
Utility Belt  
Belt Keepers (4)

#### SPECIAL EVENTS TRAFFIC CONTROLLER I AND II; SPECIAL EVENTS TRAFFIC CONTROL SUPERVISOR

##### Items Required:

Shirt, Long or Short Sleeve (2)  
Slacks / Shorts (Optional) (2)  
Belt (1)  
Hat (1)  
Jacket (Chill Chaser) (1)  
Name Tag (1)  
Sweater (1) (Optional)

#### CODE COMPLIANCE OFFICER AND CODE COMPLIANCE SUPERVISOR (Water Utilities)

##### Items Required:

Belt (Black)  
Shirt (5) (White)  
Slacks (5) (Navy)  
Jacket (Chill Chaser) (Blue)

FIELD REPRESENTATIVE  
(Parking Enforcement)

Items Required:

Shirts/Blouses (3)  
Pants/Slacks (3)  
Jacket (Chill Chaser)  
Belt  
Hat

\* Uniform Reimbursement Items

\*\* When boots are required, the Department shall provide them or reimburse employees for their cost.

SWIMMING POOL MANAGER; POOL GUARD II; POOL GUARD I  
Items Required:

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

PARK RANGER AND SENIOR PARK RANGER

Items Required:

Trousers, Denim (3)  
Shorts, Bush/6 pocket and Bicycle Compatible (2)  
Shirts, Long Sleeve (2)  
Shirts, Short Sleeve (2)  
Hat, Stetson (Straw) (1)  
Hat, Stetson (Felt)  
Hat Band, Leather (2)  
Polo Shirt with Name & Logo (3)  
Belt  
Name Tags (2)  
Jacket with zip in liner  
Cap (1)  
Wool blend trousers (1)\*  
Eisenhower wool blend jacket\*

GROUNDS MAINTENANCE SUPERVISORS, PARK USE SUPERVISOR,  
UTILITY SUPERVISOR (COASTLINE PARKS - MISSION BAY PARK AND  
SHORELINE PARK SECTIONS)

Items required:

Trousers (7)\*  
Shirts (7)\*  
Jacket (1) upon request\*  
Cap (1) upon request\*  
T-shirts (optional)  
Sweatshirts (optional)

\*Uniform Reimbursement Items

RANGER DIVER I AND II

Items Required:

Dress shirt with patches (3)  
Golf/Polo Shirt (5)  
Tee Shirt (5)  
Utility Pants (5)  
Shorts (5)  
Nylon Windbreaker with fleece flannel lining  
Name Tag  
Badge  
Full Brim Hat  
Boot steel toe  
Utility belt (Belt Keepers, pepper spray and holder, expandable baton and holder, handcuffs and holder, radio and holder)  
Ticket book  
Duty Bag



## APPENDIX C

### Smoking Policy

No smoking in the workplace

## APPENDIX D

### Appearance Guidelines

All City employees shall maintain a professional appearance through attire reflecting the specific requirements of his/her job duties.

All employees shall dress in clean clothing, free of tears.

Each employee shall maintain an inoffensive level of personal hygiene.

Each employee shall wear any required safety equipment.

For office personnel, shorts, tank or midriff tops, see-through clothing and flip-flops or thongs are inappropriate.

For office personnel whose job assignments include contact with the public, sweat or jogging outfits or T-shirts of any kind are inappropriate.

Field personnel shall wear full shirts and pants or approved shorts, as well as sturdy, enclosed shoes for safety reasons. For field personnel, inappropriate apparel includes tank or midriff tops, see-through clothing and cut-off shorts.

For field personnel whose job assignments include contact with the public, T-shirts of any kind are inappropriate.

No employee may wear any article of clothing, which bears a sexually suggestive or profane symbol or word.

Exceptions to these guidelines include the following or similar circumstances:

1. Uniformed personnel.
2. Special occasions designated by the Department Director or designee.
3. Employees relocating offices, or performing other atypical or unusual job duties.

These guidelines establish minimum standards normally applicable. They will be reasonably applied in order to accommodate the various situations not susceptible to enumeration.

## APPENDIX E

### Addendum to Article 38, Transportation Programs

#### Classifications Categorically Eligible for "D" Mileage

Asbestos Program Manager	Power Plant Supervisor
Area Manager I	Principal City Attorney Investigator
Area Manager II	Public Works Superintendent
Building Inspector Supervisor	Pump Station Operations Supervisor
City Attorney Investigator	Safety Officer
Code Compliance Officer	Safety Representative I
Code Compliance Supervisor	Safety Representative II
Combination Inspector I	Senior City Attorney Investigator
Combination Inspector II	Senior Combination Inspector
District Manager	Senior Electrical Inspector
Electrical Inspector I	Senior Electrical Supervisor
Electrical Inspector II	Senior Mechanical Inspector
Field Representative	Senior Structural Inspector
Hazardous Materials Inspector I	Senior Power Plant Supervisor
Hazardous Materials Inspector II	Senior Wastewater Operations Supervisor
Hazardous Materials Inspector III	Senior Zoning Investigator
Hazardous Materials/Pretreatment Trainee	Structural Inspector I
Hazardous Materials Program Manager	Structural Inspector II
Information Systems Technician	Supervising Field Representative
Mechanical Inspector I	Supervising Hazardous Materials Inspector
Mechanical Inspector II	Wastewater Operations Supervisor
Meter Reader	Zoning Investigator I
Power Plant Superintendent	Zoning Investigator II

## APPENDIX F

### Voluntary Certification Pay

#### Classes Eligible for Voluntary Certification Pay:

General Water Utility Supervisor	Hazardous Materials/Pretreatment Trainee
Principal Water Utility Supervisor	Wastewater Pretreatment Inspector I
Senior Water Utility Supervisor	Wastewater Pretreatment Inspector II
Water Utility Supervisor	Wastewater Pretreatment Inspector III
	Supervising Wastewater Pretreatment Inspector
Assistant Water Distribution Operator	
Distribution Operator Trainee	Supervising Plan Review Specialist
Water Systems Technician IV	Plan Review Specialist I
Water Systems Technician Supervisor	Plan Review Specialist II
Water Systems District Manager	Plan Review Specialist III
	Plan Review Specialist IV
Principal Plant Technician Supervisor	An Employee in the Option Classification of Code Enforcement Coordinator
Senior Plant Technician Supervisor	Principal Drafting Aide
Plant Technician Supervisor	Senior Zoning Investigator
	Zoning Investigator I
Power Plant Superintendent	Zoning Investigator II
Senior Power Plant Supervisor	Agricultural Lease Manager
Power Plant Supervisor	Equipment Repair Supervisor
Plant Process Control Supervisor	Fleet Maintenance Supervisor
Instrumentation and Control Supervisor	Metal Fabrication Supervisor
Electronics Technician Supervisor	Document Examiner
	Assistant Property Agent
Senior Plant Technician Supervisor (Senior Maintenance Coordinator)	Associate Property Agent
Plant Process Control Supervisor (Plant Maintenance Coordinator)	Property Agent
	Supervising Property Agent
Hazardous Materials Program Manager	Librarian I
Supervising Hazardous Materials Inspector	Librarian II
	Librarian III
Hazardous Materials Inspector I	Librarian IV
Hazardous Materials Inspector II	Supervising Librarian
Hazardous Materials Inspector III	Latent Print Examiner II

IN WITNESS THEREOF, the undersigned agree to submit this Memorandum of Understanding effective July 1, 2005-June 30, 2008, to the appropriate bodies.

San Diego Municipal Employees Association

City of San Diego

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Joseph N. Galiano  
Paul L. Jones

William J. Hay  
Donna Walpole

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