

**SIDE LETTER AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND SAN DIEGO MUNICIPAL EMPLOYEES ASSOCIATION
RELATED TO THE VOLUNTARY CERTIFICATION PAY FOR WATER OPERATIONS SUPERVISORS
IN POSSESSION OF A WATER TREATMENT OPERATOR T5 CERTIFICATE**

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA) and Council Policy 300-06, this Side Letter Agreement (Agreement) is entered into between the City of San Diego (City) and the San Diego Municipal Employees Association (MEA) related to the Voluntary Certification Pay for Water Operations Supervisors who are in possession of a Water Treatment Operator T5 certification from the State Water Resources Control Board or successor agency. The City and MEA are collectively referred to as the "Parties."

During the Fiscal Year (FY) 2022 contract negotiations, the City and MEA reached agreement regarding increasing Voluntary Certification Pay for certain classifications in the Public Utilities Department (PUD), including a \$3.00/hour add-on pay for the Water Operations Supervisors who possess a current and valid Water Treatment Operator T-5 certificate from the State Water Resources Control Board or successor agency, which is reflected in section I of Article 79 of the MEA Memorandum of Understanding (MOU) for FY 2022-2023.

When the City and MEA agreed to the \$3.00/hour add-on pay for a valid Water Treatment Operator T-5 certificate as a new section I to Article 79, the Parties intended that this \$3.00/hour add-on pay would improve *and replace* the existing 5% add-on pay in Article 21, section F which erroneously refers to a "Grade V" rather than a T-5 certificate. However, the final version of the MOU, when adopted, continues to include section F of Article 21 in error. The Parties agree that Article 79, section I embodies the Parties' agreement on the subject that (1) a \$3.00/hour add-on pay is in effect as of July 1, 2021; (2) this \$3.00/hour add-on pay represents an increase in compensation for the affected employees when compared with the 5% add-on pay in Article 21, section F which was being improved and should have been deleted; and (3) the \$3.00/hour add-on pay was never intended to be paid in addition to the 5% add-on pay for the same certification. Accordingly, the Parties will treat the Article 21, section F provision as superfluous and it will not be enforced during the term of this MOU. However, the Parties also agree that, when the current MOU is renegotiated, in addition to any other agreed-upon changes, it is the City's intention, upon City Council approval, to re-write Article 79, section I to state that the hourly add-on pay for these affected employees will be increased as necessary to assure that the hourly add-on amount remains equal to or greater than 5% of base salary.

Therefore, the Parties agree as follows:

1. The Parties have satisfied all obligations under the MMBA, Council Policy 300-06, and other applicable law and regulations to meet and confer in good faith on the subject of this Agreement.
2. The Parties agree that employees are not eligible to receive the 5% add-on pay in Article 21, section F for the term of the FY 2022 - 2023 MOU.
3. Effective on July 1, 2023, the following changes will be made to the MOU: Article 21, section F will be deleted and Article 79, section I will be amended to read as follows, subject to City Council approval during the FY 2024 contract negotiations:

"I. Water Operations Supervisors who are in possession of a Water Treatment Operator T5 certificate from the State Water Resources Control Board or successor agency shall receive \$3.00 per hour compensation **or 5% of base salary, whichever is higher.**"

SIDE LETTER AGREEMENT BETWEEN THE CITY AND MEA RELATED TO THE VOLUNTARY
CERTIFICATION PAY FOR WATER OPERATIONS SUPERVISORS IN POSSESSION OF A WATER
TREATMENT OPERATOR T5 CERTIFICATE

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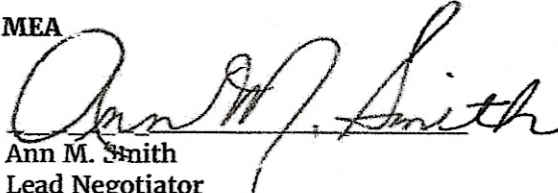
Employees shall be eligible for this additional pay upon presenting evidence that they possess a current, valid State certification."

4. Unless expressly covered in this Agreement, all wages, hours, and other terms and conditions of employment presently enjoyed by MEA-represented employees, whether stated in an MOU, Personnel Regulation, Administrative Regulation or in any other enforceable document, remain in full force and effect.
5. This Agreement is intended to be read in conjunction with the MOU, and where in conflict on the specific issue covered by this Agreement, this Agreement will control.
6. This Agreement will remain in effect unless it is modified through further negotiations in accordance with the MMBA and Council Policy 300-06.

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

For MEA

By:



Ann M. Smith
Lead Negotiator

Date:

October 4, 2021

For the City of San Diego

By:


Timothy Davis
Lead Negotiator

Date:

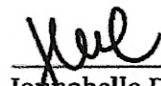
October 5, 2021

By:


Abby Jarl-Veltz
Assistant Human Resources Director

Date: October 5, 2021

By:


Jonnabelle Domingo
Senior Human Resources Officer

Date: October 5, 2021

Approved as to form this

5th

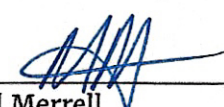
day of

October

, 2021

MARA W. ELLIOTT, City Attorney

By:


Miguel Merrell
Deputy City Attorney