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Parties to the Agreement

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on July 1, 2009, 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 April 22, 2009.

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, 2009, 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, 2009; provided, however, that the effective date of all changes affecting payroll shall be July 11, 2009. This Memorandum shall expire and otherwise be fully terminated at the end of June 30, 2011.

ARTICLE 4

Renegotiation

Section 1.

MEA shall serve upon the City its full and entire written proposals for a successor agreement by February 4, 2011 with the exception of salary or other economic proposals which shall be presented no later than February 18, 2011. Upon receipt of such written proposals, meet and confer shall begin no later than March 4, 2011.

Section 2.

The City will serve upon MEA its full and entire written proposals for a successor agreement by February 25, 2011, with the exception of salaries or other economic proposals. Meet and confer shall begin no later than March 4, 2011, 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 4, 2011, 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, 2011. If an impasse hearing with the City Council is necessary, it will be scheduled for April 12, 2011. MEA agrees to provide to the Management Team a written statement of its positions regarding any issues at impasse on April 4, 2011.

Section 5.

“Me-Too Clause”

The City agrees that, if, during the term of this MOU, any other employee interest group is given a general salary increase or other economic enhancement to their overall compensation, or has any compensation reduction they have incurred or concession they have made restored to them, then the parties will reopen negotiations on the more favorable or less detrimental economic terms.

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.

Reopening of Negotiations Related to DROP

During the term of this MOU, if any aspect of the DROP is found to be a mandatory subject of meet and confer by a final determination of a court of competent jurisdiction or by a PERB decision that has become final, the parties will reopen negotiations on those aspect(s) designated as mandatory subjects.

The City has also indicated its intention to conduct a “cost neutrality” study related to DROP and has stated that it will negotiate with MEA on the impacts, if any, that result from the City’s defining DROP’s “cost neutrality.” In the event the City proposes to change DROP during the term of this MOU as a result of defining DROP’s “cost neutrality,” MEA reserves its right to meet and confer over any proposed change, and further, MEA reserves its right to challenge any proposed change as an unlawful impairment of a vested, Constitutionally-protected benefit, or on any other ground.

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 submittals by one individual or group and which is obviously designed to thwart orderly processing or if the grievances are patently irrelevant, or incomprehensible, such grievances shall be rejected as non-grievable. Such rejection shall be grievable.
- 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, citizen's 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

Use of City Email System

MEA may use the City's email system to direct employees to information contained on the MEA website. MEA's email message for this purpose may include a link to the MEA website and it will not be a violation of City policies for an employee to click on the link in this email message and access the information to which he or she has been directed. No further use of or access to the City's email system is authorized unless such use pertains directly to the Employer-Employee relationship. Examples of this relationship include but are not limited to: communicating with management or Labor Relations, responding to disciplinary actions or appeals, submitting grievances, scheduling meetings, making requests for information, and communicating a tentative agreement for ratification purposes. MEA agrees to comply with all City policies on the use of City resources. For purposes of the communications permitted by this Article, the City agrees to provide MEA with a complete list of workplace email addresses for all employees in the bargaining units

it represents, as well as a list of all applicable Mail Stations for represented employees, and to update these lists annually. The limitations of this Article shall become effective on the date the City provides MEA with this information.

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 these 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 1, 2009, there will be a general salary freeze and no general salary increase through June 30, 2011. 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.

SPSP 3% Mandatory Match Waiver or 3% Pay Deduction

- (a) **Effective with the pay period beginning July 11, 2009, each employee will elect between: (i) waiving his or her right to receive the City's mandatory 3% match of contributions into the SPSP Plan, or (ii) taking a 3% deduction from all SPSP-eligible compensation. Failure to execute an election by the designated date or within fifteen (15) work days after returning to active payroll or from approved leave will result in an automatic 3% deduction from all SPSP-eligible compensation. Employees may not change their election during the term of this MOU.**
- (b) **Each employee who waives the City's mandatory SPSP match will have the option to continue or stop making his or her mandatory SPSP contribution (in its entirety) while the waiver of the City's matching contribution is in effect. If the employee elects to discontinue making his or her mandatory 3% contribution, the employee must also waive the right to increase his/her voluntary SPSP contributions beyond the percentage the employee had selected during the payroll period ending April 3, 2009.**
- (c) **As employees hired after July 1, 2009 are ineligible to participate in the SPSP plan, these employees will automatically receive the 3% deduction from what would otherwise be all SPSP-eligible compensation.**
- (d) **As this provision does not apply to SPSP-H, all Hourly employees will receive the 3% deduction from all SPSP-eligible compensation.**

(This section regarding SPSP is repeated in its entirety in Article 51.)

Mandatory Furlough

- (a) **Effective with the pay period beginning on July 11, 2009, each full-time employee will be required to take fifty-two (52) hours of unpaid furlough during each fiscal year, which will be deducted on a pro-rata basis from each of 25 paychecks over the course of the fiscal year on the same terms and conditions as apply to the City's FY09 Voluntary Furlough Program, except that no discretionary days off shall be made available.**
- (b) **With the exception of Hourly employees, no MEA-represented employee is excluded from this Mandatory Furlough regardless of job position.**
- (c) **A pro-rata adjustment in the number of Mandatory Furlough hours shall be made for those employees who work half and three-quarter time.**
- (d) **A pro-rata adjustment in the number of Mandatory Furlough hours shall be made for any employee who is hired after the beginning of a fiscal year.**
- (e) **Each employee will schedule his or her Mandatory Furlough hours in the same manner as vacations are presently scheduled pursuant to Article 18 of this MOU. The City agrees that each employee must be allowed the opportunity to take Mandatory Furlough hours off before the end of each fiscal year covered by this MOU. The parties intend that this Mandatory Furlough program will be conducted on terms that are fair and reasonable to each employee while permitting the City to carry on necessary work. In the event of any dispute over a department's or division's handling of employees' requests to schedule their mandatory furlough days, the City's Human Resources Director will have the authority to hear and direct the Department or Division to resolve the dispute in keeping with the letter and spirit of the parties' agreement.**

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 2012. In anticipation of the meet and confer process for a new agreement for FY 2012 however, MEA may bring special salary adjustment requests to the Civil Service Commission during the appropriate period in Fiscal Year 2011.

2. 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. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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.

3. 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%.

4. 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.

5. 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.
6. 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.
7. 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.

ARTICLE 22

Retirement

1. New Pension Plan for Employees Hired On or After July 1, 2009

In accordance with the July 24, 2008 Memorandum of Agreement between the City and MEA, a new pension plan for MEA-represented non-safety employees hired on or after July 1, 2009 is established. This plan will be applicable to all non-safety employees hired on or after July 1, 2009 whether unclassified, unrepresented or represented by another Union.

The new pension plan terms for non-safety employees hired on or after July 1, 2009 are as follows:

A. DEFINED BENEFIT PLAN

1. Retirement Factors

Age 55: 1.00%	Age 61: 2.12%
Age 56: 1.25%	Age 62: 2.24%
Age 57: 1.65%	Age 63: 2.36%
Age 58: 1.758%	Age 64: 2.46%
Age 59: 1.874%	Age 65: 2.6%
Age 60: 2.00%	

2. Final Average Compensation

The age-appropriate retirement factor will be applied to the average of the three (3) highest years of compensation earned at any time during the employee's employment with the City. A "year" will be defined as it is presently in the Municipal Code. The right to retire at age 55 with twenty years of service or the age 62 with ten years of service remains unchanged.

3. Cap

The defined benefit which results from this formula will be capped at 80% of the employee's final average compensation.

4. City and Employee Contribution Rates

Contribution rates to be paid by the City and participating employees will be set by SDCERS.

B. DEFINED CONTRIBUTION PLAN

A mandatory contribution of 1% will be paid into the defined contribution plan by both the City and the participating employee. Additional voluntary employee contributions, with no City match, will be permitted to the extent otherwise allowed by law.

C. RETIREE MEDICAL TRUST

A 0.25% mandatory City contribution and a matching 0.25% employee contribution will be paid into a Retiree Medical Trust.

The City will establish a Retiree Medical Trust and will engage in further meet and confer to determine collaboratively the details related to (1) the manner and means of administering such a Trust, and (2) the nature and scope of the benefits to be available and on what terms. Additional voluntary employee contributions, with no City match, will be permitted to the extent otherwise allowed by law.

D. NO PARTICIPATION IN THE CITY'S SUPPLEMENTAL PENSION SAVINGS PLAN

Employees covered by this new plan will not participate in the City's Supplemental Pension Savings Plan. However, the City's current 401(k) and 457 Plans will remain available to employees covered by this new plan on the same terms as are available to employees not covered by this new pension plan.

2. Retirement Contribution Offsets

During the term of this agreement, the City will apply an amount that is approximately equal to 3.4% of the base salary of eligible employees covered by the October 28, 2008 Grievance Settlement Agreement; thereby, reducing the amount deducted from employees' paychecks as the employees' retirement contribution by that amount. These Retirement Contribution Offsets will not be changed during the term of this agreement or in FY 2012 in the absence of mutual agreement of the parities. 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.

3. Retiree Medical Benefits

A. Definition of Health Eligible Retiree

Effective with service retirements on and after July 1, 2009, to be a "Health Eligible Retiree" under the SDMC section 24.1201, an employee must have a minimum of 10 years of creditable service in addition to the conditions already stated therein. A service retiree with at least ten (10) years of creditable service will be entitled to 50% of the annual Retiree Medical Benefit. A service retiree with more than ten (10) years but less than twenty (20) years of creditable service will earn 5% more of the annual benefit per year of additional service beyond ten (10). For example, a service retiree with fifteen years of creditable service will be entitled to 75% of the annual Retiree Medical Benefit. A service retiree with twenty (20) years of creditable service will be eligible for the current benefit as a "Health Eligible Retiree." This change will not affect employees who qualify for disability retirements.

B. Reopening Negotiations, Suspension of Automatic Escalator Provision and Joint Study of Retiree Medical Benefit

1. Reopening of Meet and Confer Regarding Retiree Medical Benefits

By no later than July 1, 2010, the parties will reopen negotiations on Retiree Medical Benefits. The parties will complete negotiations and be in agreement or at impasse no later than April 1, 2011 in order to fulfill obligations under the City's Impasse Procedure. The purpose of the negotiations will be to address:

- (a) The serious threat the unfunded liability poses to the on-going viability of the current Retiree Medical Benefit;
- (b) The major implications of the unfunded liability to the City's long-term fiscal health; and
- (c) The threat presented by the unfunded liability to the parties' ability to reach future agreements on satisfactory terms and conditions of employment.

2. Joint Study Committee Regarding Retiree Medical Plan

Beginning no later than July 1, 2009, the parties will conduct a joint study in a concerted effort to address the following:

- (a) The three issues stated above;
- (b) Determining the appropriate level of contributions and potential recurring funding sources;
- (c) Evaluating benefit redesigns that could generate savings or reduce the unfunded liability, including medical plans with favorable premium pricing, blending rates for retirees and actives, increasing the deductibles and co-pays for retirees, fully integrating Medicare benefits for Medicare eligible retirees, and establishing a defined contribution plan;
- (d) Evaluating the appropriate legal vehicles for holding and investing contributions, including a retiree medical trust;
- (e) Designing a governance structure for any legal vehicle that includes employee representation and that will be responsible for the plan's administration, the determination of benefit levels for individual or pooled accounts, the investment of the funds, and the employment of actuarial, legal and accounting staff;
- (f) Conducting the appropriate actuarial analyses needed by the study group;
- (g) Conducting the appropriate legal analyses needed by the study group;
- (h) Evaluating whether non-Health Eligible employees should be included in the plan with segregated benefits, or should remain in a plan separate from Health Eligible employees; and
- (i) Evaluating the connection between medical benefits for current employees and the cost of benefits for current retirees; and
- (j) Monitoring any relevant changes in medical care due to federal or state reforms.

The Joint Study Committee shall be composed of three representatives appointed by each party, with additional guests or participants being included by agreement when their special expertise is needed. The Committee shall complete a written report to the City and MEA by no later than February 1, 2010. In lieu of the above Joint Study Committee, MEA may opt to participate in a joint study on this subject with the City and other City Employee Unions on terms acceptable to MEA and the City.

3. Suspension of the Retiree Medical Escalator Provision

For the two fiscal years covered by this MOU during which the parties will be engaged in the aforementioned effort, the Retiree Medical Benefit in effect for Health Eligible Retirees as codified in the SDMC, Article 4: "City Employees' Retirement System," Division 12: "Retiree Health Benefits," will remain in effect in the amount set for FY09. No increase based on the annual escalator feature set forth in SDMC 24.1202, subdivision (d) will be implemented, and this feature of the benefit will be suspended. This means that an employee who retires on or after July 1, 2009, and on or before June 30, 2011, will receive the FY09 maximum Retiree Medical Benefit but that no upward adjustment will be made based on the projected increase for National Health Expenditures published by the Centers for Medicare & Medicaid Services, Office of the Actuary.

4. Reservation of Rights, Failure to Reach Agreement and Return to the Status Quo Ante

- (a) Had a successor MOU not been agreed upon, and had the City instead unilaterally implemented a change in the Retiree Medical Plan effective July 1, 2009, the parties acknowledge that litigation challenging the imposition would have been instituted and defended by the parties. The purpose of this subsection ("B. 4") is to preserve the parties' claims, challenges and defenses as they existed on June 30, 2009, and at the same time provide incentives to the parties to reach agreement after meeting and conferring as required by subsection "B. 1" of this section. Nothing in this subsection shall be construed as prohibiting the parties from reaching mutual agreement on changes to the Retiree Medical Plan, effective on or before July 1, 2011. This subsection's sole purpose is to address circumstances where the City, after completing the City's impasse procedure, might or might not unilaterally impose a change in the Plan on the issues specified in subsection "B. 1".
- (b) If any litigation arises over the suspension of the escalator as described in section "B. 3" or over any future unilateral imposition of a Retiree Medical Benefit change after meeting and conferring as required in subsection "B. 1", neither party will be deemed to have waived any legal position related to Retiree Medical Benefits or the requirements of the City Charter or SDMC by virtue of having entered into this agreement. In addition, if the City imposes a last, best and final offer changing Retiree Medical Benefits effective upon the expiration of this MOU, each party reserves its right to take any and all steps available to it to challenge, defend, or raise any claim related to such unilateral imposition, including but not limited to the ground that a vested benefit has been unlawfully impaired, or that the statute of limitations bars any action. By this agreement, the parties expressly toll any appropriate statute of limitations that would otherwise apply

because of the two-year suspension of the medical benefit escalator.

- (c) To avoid impairing any right reserved in subsection “B. 4(b)” above, the parties agree further that:
- i. For purposes of meeting and conferring in good faith as contemplated by the Meyers-Milias-Brown Act, (MMBA) Government Code section 3500 *et seq.*, the *status quo ante* will be defined as the same Retiree Medical Benefit as employees would have obtained on June 30, 2009, if the temporary suspension of the escalator had not occurred; and
 - ii. For purposes of any litigation challenging the City’s unilateral imposition after negotiations specified in “B. 1” on a change in the Retiree Medical Benefit on any basis other than a violation of the MMBA, and if the challenge is successful, active employees and those individuals who retired on or after July 1, 2009, and before the June 30, 2011, will have the same rights and Retiree Medical Benefits as existed on June 30, 2009.
- (d) In any instance, if the City imposes its last, best and final offer changing any Retiree Medical Benefit, that change will be effective on July 1, 2011, and will only cover those active employees covered by this agreement who retire or leave DROP on or after that date.

5. Eligibility Standards for Retiree Medical

Effective with service retirements on and after July 1, 2009, to be a “Health Eligible Retiree” under the SDMC section 24.1201, an employee must have a minimum of 10 years of creditable service in addition to the conditions already stated therein. A service retiree with at least ten (10) years of creditable service will be entitled to 50% of the annual Retiree Medical Benefit. A service retiree with more than ten (10) years but less than twenty (20) years of creditable service will earn 5% more of the annual benefit per year of additional service beyond ten (10). For example, a service retiree with fifteen years of creditable service will be entitled to 75% of the annual Retiree Medical Benefit. A service retiree with twenty (20) years of service will be eligible for the current benefit as a “Health Eligible Retiree.” This change will not affect employees who qualify for disability retirements.

4. 2005 Retirement Benefit Plan Changes

The parties recognize that the effective date applicable to the following benefit changes is currently in litigation and will eventually be established by order of the court.

A. 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. 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.

B. 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.

C. “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.

D. 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.

E. 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.

5. 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, thereby reducing the amount deducted from employees' paychecks as the employees' retirement contribution by that amount. 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 maintenance (VRMA) and temporary total disability (TTD), FMLA periods, special leaves of absence with job to be saved periods and any period preceding reinstatement by the Civil Service Commission following a termination appeal.
4. A Deferred Retirement Option Plan (DROP) is established effective April 1, 1997. DROP provides an alternative form of benefit accrual while allowing a Member to continue working for the City. During the DROP period, a DROP Member retains all rights, privileges and benefits of being an active City employee, except as specifically modified in the DROP Plan Document, and is subject to the same terms and conditions of employment including disciplinary actions up to and including termination. The Member continues to be eligible for the active employee Flex Benefits Program for the classification and is not eligible for "retiree" health benefits until such time as the Member completes or terminates the DROP period. Under DROP, a monthly service retirement allowance along with any COLA increases, Supplemental Benefit checks and any adjustments to such payments applicable to retirements effective on the date the Member entered the DROP are deposited into a trust account. These SDCERS benefits are calculated as if the Member were retiring on the date the Member enters the DROP. The Member's contributions to the Retirement System cease. The Member and the City each contribute 3.05% of the Member's salary each pay period that the Member participates in the DROP. The Member's contribution is made on a pre-tax basis pursuant to Internal Revenue Code Section 414(h)(2). These monies are placed in a trust account and are distributed to the DROP participant upon termination of employment or completion of the DROP period whichever occurs first. No withdrawals may be made from the DROP

account until the Member completes or terminates his or her DROP period. Interest will be credited to the Member's DROP account at a rate determined by the Board. The Member is 100% vested in the DROP from its inception.

A DROP participant who becomes disabled may apply for conversion of their deferred retirement allowance to a disability allowance calculated at the date of entry into the DROP. A Member who participates in DROP irrevocably designates a specific consecutive period of months for participation, not to exceed sixty months. The Member must terminate City service at the end of the designated period.

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.

ARTICLE 23

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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.

There will be no increase in the Flexible Benefits Plan annual value during the term of this MOU and the annual value will remain at the FY08 level of \$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.

12. The parties agree that MEA-provided AFLAC will continue to be an option under the Flexible Benefits Plan for MEA-represented employees during the term of this MOU, and that the Hyatt Legal Plan will be eliminated as an employee-paid benefit option.

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 **Human Resources Director** or his/her designee. Notification to the employee's Appointing Authority must be provided by MEA.

MEA's President shall remain a full-time employee in the position he/she occupies at the time of taking office. The President will continue to receive the salary and benefits for his/her City position and will maintain all rights and privileges of City employment. The President will be provided paid release during regular work hours in accordance with any applicable provision of this MOU and to provide employee and bargaining unit representation in accordance with the Meyers-Milias-Brown Act. The Human Resources Director will take all appropriate steps to assure that the rights of MEA's President as described in this Article are respected and enforced.

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-Milias-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>				
<u>(Monthly)</u>		<u>Cents per Mile</u>	<u>Miles Reimbursed</u>	
D1	250	D1	71	250
D2	417	D2	68	167
D3	625	D3	65	208
D4	833	D4	62	208
D5	1042	D5	59	209
D6	1250	D6	58	All other miles that Month

Note:

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)
- Ranger/Diver I and II
- Safety Representative I and II (Environmental Services Department)**
- Safety Officer (Environmental Services Department)**
- Safety and Training Manager (Environmental Services Department)**
- 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. 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.
6. 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.
- 7.. 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.
8. 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.

9. 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.

10. 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.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.

Safety Representative I, Safety Representative II, Safety Officer, and Safety and Training Manager in the Environmental Services Department: Effective July 1, 2009, \$500 annually.

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

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.

- 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.

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 falls 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

SPSP 3% Mandatory Match Waiver or 3% Pay Deduction

- (a) **Effective with the pay period beginning July 11, 2009, each employee will elect between: (i) waiving his or her right to receive the City's mandatory 3% match of contributions into the SPSP Plan, or (ii) taking a 3% deduction from all SPSP-eligible compensation. Failure to execute an election by the designated date or within fifteen (15) work days after returning to active payroll or from approved leave will result in an automatic 3% deduction from all SPSP-eligible compensation. Employees may not change their election during the term of this MOU.**
- (b) **Each employee who waives the City's mandatory SPSP match will have the option to continue or stop making his or her mandatory SPSP contribution (in its entirety) while the waiver of the City's matching contribution is in effect. If the employee elects to discontinue making his or her mandatory 3% contribution, the employee must also waive the right to increase his/her voluntary SPSP contributions beyond the percentage the employee had selected during the payroll period ending April 3, 2009.**

- (c) **As employees hired after July 1, 2009 are ineligible to participate in the SPSP plan, these employees will automatically receive the 3% deduction from what would otherwise be all SPSP-eligible compensation.**
- (d) **As this provision does not apply to SPSP-H, all Hourly employees will receive the 3% deduction from all SPSP-eligible compensation.**

(This section regarding SPSP is repeated in its entirety in Article 21.)

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 hourly employees 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: 619236-6400). (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.

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

The parties agree to reopen this MOU in order to meet and confer over a new Long Term Disability Plan.

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 coverage.
- 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 workplace 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 non-duty 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 **Human Resources Director** 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. **The City agrees to provide MEA with a complete list of workplace email addresses for all employees in the bargaining units it represents, as well as a list of all applicable Mail Stations for represented employees, and to update these lists annually.**

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.

- V. 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.

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 Citywide 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 **Human Resources Director** 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 **Human Resources Director** will respond with an approval or denial. The decision of the **Human Resources Director** 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

A Pay for Performance Program was implemented in the Operations and Maintenance Division of the Metropolitan Wastewater Department in FY97. It was refined and expanded department-wide and to divisions in the Water Department. The program is designed to benefit both employees and taxpayers/ratepayers by utilizing incentive pay:

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

The MWWD and Water Department have Bid-to Goal Labor/Management Partnership Memoranda of Understanding and Guideline for Pay for Performance eligibility, which are subject to meet and confer

This program may be expanded at the City's discretion with appropriate meet and confer on issues that fall within the scope of representation.

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. **Proof of death (death certificate, obituary, funeral program, etc.) must be provided in order to receive Bereavement Leave, which is in addition to Annual Leave.**

ARTICLE 92

ALCOHOL CONSUMPTION PROHIBITED

The consumption of alcohol is prohibited during work hours, including breaks and unpaid meal periods.

[A. R. 97.00 will be changed to conform to this provision.]

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 (Terminal)
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 (Terminal)	Storekeeper I
Legal Secretary I	Student Worker
Legal Secretary II	Test Administration Specialist
Legislative Recorder I	Vehicle and Fuel Clerk
Legislative Recorder II	Word Processing Operator

PROFESSIONAL UNIT

Accountant I	Junior Engineer - Civil
Accountant II	Junior Engineer - Electrical
Accountant III	Junior Engineer - Mechanical
Accountant Trainee	Junior Planner
Agricultural Lease Manager	Junior Property Agent
Airport Noise Abatement Officer	Lakes Program Manager
Assistant Budget Development Analyst	Land Surveying Assistant
Assistant Chemist	Librarian I
Assistant Economist	Librarian II
Assistant Engineer - Civil	Librarian III
Assistant Engineer - Electrical	Librarian IV
Assistant Engineer - Mechanical	Library Assistant
Assistant Engineer - Traffic	Management Trainee
Assistant Management Analyst	Marine Biologist I
Assistant Park Designer	Marine Biologist II
Assistant Planner	Noise Abatement Officer
Assistant Property Agent	Park Designer
Assistant Rate Analyst	Park Ranger
Associate Budget Development Analyst	Park Ranger Aide
Associate Communications Engineer	Procurement Specialist
Associate Economist	Procurement Trainee
Associate Engineer - Civil	Programmer Analyst I
Associate Engineer - Corrosion	Programmer Analyst II
Associate Engineer - Electrical	Programmer Analyst III
Associate Engineer - Mechanical	Project Assistant
Associate Engineer - Traffic	Project Officer I
Associate Management Analyst	Property Agent
Associate Planner	Public Information Officer
Associate Property Agent	Public Service Career Trainee (if target class is in this unit)
Biologist I	Rate Analyst
Biologist II	Recreation Center Director I
Community Development Specialist I	Recreation Center Director II
Community Development Specialist II	Recreation Center Director III
Criminalist I	Recreation Specialist
Criminalist II	Recycling Specialist I
Deputy Noise Abatement Officer	Recycling Specialist II
Development Project Manager I	Recycling Specialist III
Development Project Manager II	Safety Officer
Development Project Manager III	Senior Budget Development Analyst
DNA Technical Manager	Senior Management Analyst
Economist	Senior Procurement Specialist
Fitness Specialist	Senior Public Information Officer
Hazardous Materials Inspector I	Structural Engineering Assistant
Hazardous Materials Inspector II	Structural Engineering Associate
Hazardous Materials Inspector III	Wastewater Pretreatment Inspector I
Hazardous Materials/Pretreatment Trainee	Wastewater Pretreatment Inspector II
Junior Chemist	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 Administrator
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 **Crime Scene
Supervisor**
Marine Biologist III (Terminal)
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 Secretary
Principal Paralegal
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
Safety and Training Manager
Senior Accounts Payable Audit Clerk
Senior Benefits Representative

SUPERVISORY UNIT (continued)

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

TECHNICAL UNIT

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

APPENDIX B

Uniforms

AREA REFUSE COLLECTION SUPERVISOR

Items Required:

Pants (**Dress Slacks, tan, black or navy blue**) (10)

Polo Shirts with Logo (**short or long sleeve**) **black, tan, white or gray** (10)

Jacket (Dickey) (1)*

Friday – optional to wear black or navy jeans with Polo shirt with logo

ENVIRONMENTAL SERVICES DEPARTMENT SAFETY REPRESENTATIVES I AND II, SAFETY OFFICER, AND SAFETY & TRAINING MANAGER

Items Required:

Pants (**Dress Slacks, tan, black or navy blue**) (10)

Polo Shirts with Logo (**short or long sleeve**) **black, tan, white or gray** (10)

Jacket (Dickey) (1)*

Friday – optional to wear black or navy jeans with Polo shirt with logo

AUTO MESSENGER (MAILROOM PERSONNEL - CAB AND LIBRARY)

Items Required:

Shirt (5), with City logo

Pants/shorts (5)

Jacket (1) with City logo

Hats (1) with City logo

Gloves (issues)

* Uniform Reimbursement Items

**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.

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

* Uniform Reimbursement Items

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)

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

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

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*

**GROUND 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)

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

* Uniform Reimbursement Items

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 who 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

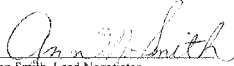
Voluntary Certification Pay


Classes Eligible for Voluntary Certification Pay:

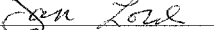
General Water Utility Supervisor	Hazardous Materials/Pretreatment Trainee
Principal Water Utility Supervisor	Wastewater Pretreatment Inspector I
Senior Water Utility Supervisor	Wastewater Pretreatment Inspector II
Water Utility Supervisor	Wastewater Pretreatment Inspector III
	Supervising Wastewater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

IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding effective July 1, 2009 – June 30, 2011, to the appropriate bodies.

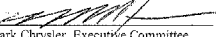
SAN DIEGO MUNICIPAL EMPLOYEES' ASSOCIATION

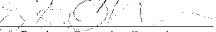

Ann Smith, Lead Negotiator

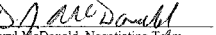

Michael Zucchet, Acting General Manager


Jan Ford, Second Vice President

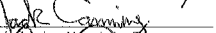

Kyle Wiggins, Secretary


Mark Chrysler, Executive Committee


Steve Ramirez, Executive Committee


Daryl McDonald, Negotiating Team


David Burchett, Negotiating Team


Jack Cahning, Negotiating Team

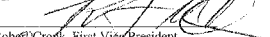

David Legor, Negotiating Team

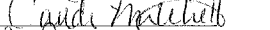

Gwen Phillips, MEA Staff



Kelly Cruz, MEA Staff


Cathleen Higgins, MEA Staff


Tony Ruiz, President

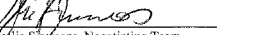

Robert Crooks, First Vice President


Gaudace Mitchell, Treasurer



Georgia Spaxman, Executive Committee


William Craig, Executive Committee


Gregory Woods, Executive Committee

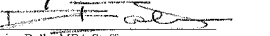

Leslie Simmons, Negotiating Team



Isabelle Camacho, Negotiating Team


Susan Hurst, Negotiating Team


Tina Davis, Negotiating Team


Nancy Roberts, MEA Staff

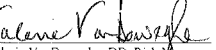

Brian Balla, MEA Staff

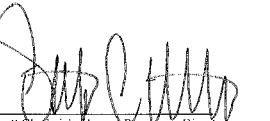

Marin Mejia, MEA Staff

CITY OF SAN DIEGO


Bill Kay, Lead Negotiator


Thom Hapley, Senior Labor Relations Officer


Valerie VanDeweghe, DD, Risk Management


Scott Chadwick, Human Resources Director


Kim Nguyen, Labor Relations Officer


Joan Dawson, Deputy City Attorney

