

RESOLUTION NUMBER R- 305918

DATE OF FINAL PASSAGE JUN 28 2010

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING A TENTATIVE AGREEMENT
BETWEEN THE CITY AND AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
REGARDING TERMS AND CONDITIONS OF EMPLOYMENT
FOR FISCAL YEARS 2010-2011 AND 2011-2012.

WHEREAS, from November 19, 2009, until April 13, 2010, the Management Team of the City of San Diego [City] met and conferred with the American Federation of State, County and Municipal Employees, Local 127 [Local 127], regarding wages, hours, and other terms and conditions of employment for employees represented by Local 127 in the Classified Service of the City, and made detailed recommendations to the City Council in relation thereto; and

WHEREAS, the Meyers-Milias-Brown Act [MMBA], at California Government Code section 3500 through 3511, is the state law that governs labor relations between the City and its represented employees in the City's recognized employee organizations, including Local 127; and

WHEREAS, the MMBA requires the City to participate in collective bargaining with its recognized employee organizations, including Local 127, in an effort to reach agreement on terms and conditions of employment within the scope of representation prior to the adoption of the City's final budget for the ensuing fiscal year; and

WHEREAS, California Government Code section 3505.1 provides if agreement is reached by the designated representatives of the City, as defined by the MMBA and local rules, and a recognized employee organization, the City's designated representatives and the

recognized employee organization shall jointly prepare a written Memorandum of Understanding [MOU], which shall not be binding, until approved by the City Council, and present it to the City Council, as the governing body, for determination; and

WHEREAS, on April 13, 2010, the City's designated representatives and representatives of Local 127 reached tentative agreement on terms and conditions of employment for a two-year MOU, for a term to begin July 1, 2010; such tentative agreement is subject to ratification and approval by the City Council and the members of Local 127, which was completed on April 23, 2010, and further subject to the approval of the MOU by the City Council, as provided by the MMBA, specifically California Government Code section 3505.1, and San Diego City Charter section 11.2; and

WHEREAS, it is the desire of the City Council that the terms set forth in the tentative agreement, referenced herein, and attached hereto as Exhibit A and fully incorporated herein, be documented in an MOU and brought before the City Council at a later date for final determination; and

WHEREAS, San Diego City Charter section 11.2 requires that any multiple year MOU with any recognized employee organization concerning wages, hours, and other terms and conditions of employment is within the exercise of legislative discretion of the City Council so long as the City Council determines it is in the best interests of the City to enter into a multiple year MOU and approves the MOU by a two-thirds vote of the entire Council; and

WHEREAS, it is the City Council's determination that given the current fiscal issues facing the City, it is in the best interests of the City to enter into a multiple year MOU with Local 127, which includes reduction in total compensation for Local 127 members, because the


MOU, in part, reduces the City's projected budget deficit for Fiscal Years 2010-2011 and 2011-2012 and creates two years of stability of employee compensation; and

WHEREAS, the City Council desires to approve the terms set forth in the tentative agreement, attached to this Resolution as Exhibit A, so long as this approval is contingent upon and subject to the City and Local 127 jointly bringing forward an MOU at a later date for final determination by the City Council; NOW, THEREFORE,

BE IT RESOLVED that, pursuant to the authority of the MMBA and City Council Policy 300-06, the Council of the City of San Diego hereby approves the tentative agreement between the City and Local 127 regarding terms and conditions of employment for Fiscal Years 2010-2011 and 2011-2012, attached as Exhibit A and fully incorporated herein by reference.

BE IT FURTHER RESOLVED that the City Council directs the City's designated representatives to jointly prepare with representatives of Local 127 the written MOU and present it to the City Council at a later date for final determination.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Joan F. Dawson
Deputy City Attorney

JFG:ccm
06/10/10
Or.Dept: CA
R-2010-915

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 21 2010.

ELIZABETH S. MALAND
City Clerk

By Mary Zumaya
Deputy City Clerk

Approved: 6-28-10
(date)

JSL
JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

AFSCME LOCAL 127
AND
CITY OF SAN DIEGO

GENERAL NEGOTIATIONS
TENTATIVE AGREEMENT

The American Federation of State, County, and Municipal Employees, AFL-CIO, Local 127 ("Union") and City of San Diego (the "City") have negotiated and reached a tentative agreement on a successor Memorandum of Understanding (MOU). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by Union membership and the City Council.

TERMS FOR MOU

1. Parties – Article 1: Revise date from July 1, 2005 to July 2010.
2. Term – Article 2: Revise provision to reflect a two year term from July 1, 2010 to June 30, 2012.
3. Renegotiation – Article 7:

Section 1: Revise provision date to initiate meet and confer from February 18 to January 14 and revise date to begin negotiations from March 3 to February 3.

Section 2: Revise provision for City to provide non-economic proposals from February 25 to February 3 and economic proposals from March 3 to February 15.

Section 4: Revise year of final meet and confer offers for negotiations from 2008 to 2012.

Section 7: Delete obsolete provision on defined contribution.

Section 8: Replace provision with the current status quo of the retiree medical benefit in accordance with Municipal Code Section 24.1201 and 24.1202, and provide a reopener on July 1, 2010 to allow the parties to negotiate a modified retiree medical benefits plan effective June 30,

2012. Prior to the meet and confer, the City will discuss and explain the results of the Retiree Medical Joint Study Group. All other aspects of the FY10 imposed terms on this benefit remain unchanged.

Section 9: Delete obsolete provision on Flex Benefit Study.

Section 10: Delete obsolete provision on FY07 Drop Study.

4. Grievance Procedure – Article 10: Revise Step 6 procedure to provide that grievant may pursue either a hearing before the City Council or non-binding arbitration.

5. Stewards – Article 11:

Section 1, D: Revise provision to allow for 10 City wide Stewards and 2 Chief Stewards to handle grievances throughout the City.

Section E: Delete provision.

Section J: Delete obsolete provision on study of reasonable use of stewards.

6. Access to Work Locations – Article 12, C: Delete obsolete provision on study on release time for E-Board Members.

7. Employee Representation – Article 13, A, 1: Delete second sentence to reflect current practice that City does not provide copies of fact finding reports when such reports do not result in disciplinary action. Revise provision to provide a copy of the disciplinary notice to the employee and the Union for any discipline where the employee was represented by the Union during the investigatory or fact finding meeting.

Section D: Revise provision to allow employee to meet at Union Hall on the day that they are provided with an advanced notice of termination.

8. Disciplinary Appeals – Article 14, 1: Revise provision to reflect current practice that review of performance evaluations placed in an employee's file will be done in accordance with City's Personnel Rule, G-7A.

9. Use of City Facilities – Article 16 D: Delete provision on payment of parking stamps.
10. Bulletin Boards – Article 17: Revise provision to allow Union to use City email system to direct employee to obtain information contained on Union’s website and no further use or access of the City’s email system is authorized unless such use pertains to the Employer-Employee relationship.
11. Payroll Deductions – Article 18A: Revise provision and delete the phrase “who file with the City a written authorization requesting that such deductions be made.”
12. Presidential Leave – Article 19: Change the title of Article to Employee Organizational Leave. Delete the provisions under this Article and agree to reopen negotiations on or before September 1, 2010 after further legal analysis of this proposal, including tax limitations and timing of implementation should a change in the City’s Personnel Rules be required. At the conclusion of the analysis, the number of days for this leave will be determined by the City.
13. Work Clothing – Article 22: Revise this provision to permit replacement of required clothing for any combination for shirts or pants in the Facilities Division and to permit a re-opener on the clothing in the Public Utilities Department.
14. Mileage Reimbursement – Article 25: Revise provision to make it clear that employees are entitled to mileage when traveling to and from the place of employment when placed on the approved on call list.
15. Personnel Regulations – Article 26: Delete the last paragraph of this provision which is obsolete regarding SLWOP.
16. Shift Reassignment and Work Schedules – Article 28: Delete the last paragraph which is obsolete regarding study language for alternative work schedules and further revise provision to make it consistent with the following: For General Services, the standard schedule is 5 days a week and 8 hours a day. Currently, there is agreement for alternative work schedules in the following divisions: Facilities and Communications for a 36/44 and status quo for the Print Shop, Fleet,

and Streets Divisions. All agreements on work schedules will remain in place unless the parties mutually agree to a different schedule or City management modifies the work schedules based upon operational efficiencies, productivity or enhanced customer service.

17. Formal Representation – Article 31 D: Delete obsolete provision regarding SPSP Advisory Committee.
18. Annual Leave and Compensation – Article 33: Add new provision that Terminal Leave will be eliminated and leave balances for terminating employees will be cashed-out at the time of separation of employment.

Section 3: Revise provision to make sure that management approval of vacation and compensatory time off is reasonable.

19. Hours of Work – Article 38E: Revise the year from FY06 to during the term of the contract the parties agree...on the last paragraph of this provision.
20. Retirement – Article 43: Revise provisions 1C to reflect current pick-up and delete the rest of this provision which is obsolete.

Section 1D3 and 1E: Delete obsolete provisions.

Add new provision which provides that during FY10 negotiations, the City imposed changes on the DROP by increasing the age eligibility from 55 to 60 and eliminating the annuity option effective July 1, 2009. SDCERS has determined that the imposed changes to DROP require a Charter Section 143.1 vote. It is the parties understanding that this vote will be scheduled during the term of this MOU. If the Charter Section 143.1 vote to change the foregoing DROP requirements is affirmed, Union acknowledges and accepts that the eligibility age to enter DROP is 60 for its members and the annuity option is eliminated. If the Charter Section 143.1 vote on the change to the above requirements is denied by the vote, SDCERS will continue to administer the DROP program by allowing Union members to enter DROP at age 55 and/or will continue to administer the annuity option.

Add new provision that City will negotiate the impact, if any, resulting from the City's definition of DROP's cost neutrality. The City will also negotiate over the elimination of any element of DROP to the extent that

any court of competent jurisdiction or PERB decides or has determined that DROP is a mandatory subject of bargaining.

Add new provision establishing a new pension plan for non-safety employees hired on or after July 1, 2009.

21. Salaries – Article 44. Section A1: Revise provision that FY10 salary schedule will be maintained without an increase or decrease for FY11 and FY 12.

Section C: Add new provisions to Special Assignment Pay for the classifications discussed herein. Due to the current economic conditions facing the City and the projected deficit in the General Fund balance in FY11 and FY12 the City and the Union agree that the following pay adjustments will not be implemented during the term of this MOU but rather implementation will be discussed in meet and confer for a successor MOU:

Boat Operator: 7.5% Specialty Assignment Pay full-time for U.S. Coastal Guard License –Coastal Waters only.

Electrician and Plant Process Control Electricians: 5% Specialty Assignment Pay full-time for all persons that hold state certification. Employee is required to obtain and maintain license and may use tuition reimbursement as appropriate.

Fleet Employees Class B License: Specialty Assignment Pay on a full-time basis for all other Union employees is the Fleet Division who have obtained a Class B License, are medically certified and are in the DOT Program not covered by the last sentence in the first paragraph of C5 in this Article.

Mobile Crane Operator: 5% Specialty Assignment Pay per pay period for licensed persons when directed to perform function by authorized supervisor. Employee is required to obtain and maintain license and may use tuition reimbursement as appropriate.

Greens Keeper: 9% Specialty Assignment Pay full-time to avoid attrition and movement to Grounds Maintenance Worker classifications.

R-305918

Nursery Gardner: 5% Specialty Assignment Pay full-time.

Equipment Mechanics: 5% Specialty Assignment Pay per pay period when assigned by supervisor to utilize the Incident Management Recovery truck.

Communications: *Tower climbing* assignments will receive 5% Specialty Assignment Pay when performing tower climbing duties per pay period when directed to perform function by authorized supervisor.

22. Flexible Benefits Plan – Article 45: Revise provision that cash-in-lieu waiver option is \$4,575 per year and that City's contribution is provided biweekly as taxable earnings for eligible employees.

Section 5: Delete obsolete provisions and Flexible Benefit Study language.

Section 7: Revise provision and sentence to acknowledge that Union currently provides a dental plan. See also attached document for additional revisions.

23. Unit Work....Contracting - Out – Article 50: Rename Article as Preservation of Unit Work. Delete provision on contracting in unit work and complete meet and confer process on development of a contracting protocol.

24. Labor Management Committee – Article 51: Revise provision to add a committee for the Facilities and Streets Divisions. The Streets Division will meet monthly for the first six months and meet quarterly thereafter with schedules and start times as first issue to be discussed.


25. Side Letters – Article 62: Add provision to reflect an effective date of July 1, 2010 and condition additional agreements based on the written approval of the Mayor or designee and the President or designee of Union.


Revise the revision further to make it clear that all agreements including department level agreements from July 1, 1994 to the present will remain in effect.

R- 305918

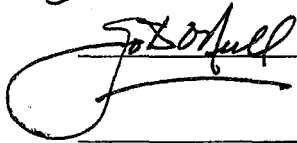
- 26. Long Term Disability – Article 63: Reopen negotiations when the City proposes a new plan.
- 27. Substance Abuse – Article 65: Revise provision to prohibit consumption of alcohol during work hours, breaks and meal periods.
- 28. Bereavement Leave – Article 75: Revise provision to require proof of death, including but not limited to, death certificate, obituary or funeral notice, in order to receive bereavement leave.

For the City

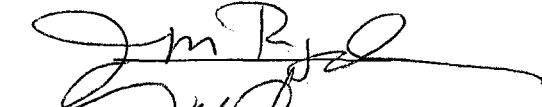


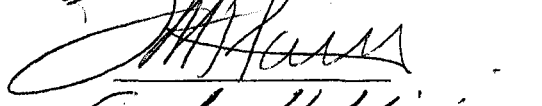






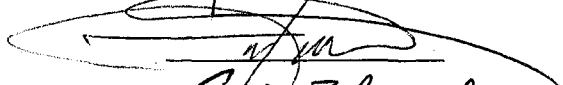
For the Union



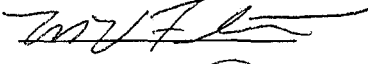


Carlos H Mejia

Bridgette Prashar



Cell Edwards



Ramon A. Rader

Kathy Cardenas

D. Neath

Denise Steele

Ed. Schun

