

# **Memorandum of Agreement**

between the

**City of Del Mar**

and the

**Del Mar City Employees Association**

for the

**General Unit**

July 1, 2018 through June 30, 2022

## **TABLE OF CONTENTS**

<b>Preamble</b> .....	3
<b>Article 1 - Recognition</b> .....	3
<b>Article 2 - Implementation</b> .....	3
<b>Article 3 - City Rights</b> .....	3
<b>Article 4 - Employee Rights</b> .....	4
<b>Article 5 - Union Access</b> .....	4
<b>Article 6 - Bulletin Boards</b> .....	5
<b>Article 7 - General Provisions</b> .....	5
<b>Article 8 - Payroll Deduction and Union Dues</b> .....	6
<b>Article 9 - Wages</b> .....	6
<b>Article 10 - Health Insurance</b> .....	7
<b>Article 11 - Insurance Committee</b> .....	8
<b>Article 12 - Dental Insurance</b> .....	9
<b>Article 13 - Life Insurance</b> .....	9
<b>Article 14 – Short and Long Term Disability Insurance</b> .....	9
<b>Article 15 - Deferred Compensation</b> .....	10
<b>Article 16- Retirement</b> .....	10
<b>Article 17 - Work Clothes</b> .....	11
<b>Article 18 - Required Footwear and Lifeguard Sunglasses</b> .....	11
<b>Article 19 - Standby</b> .....	11
<b>Article 20 - Certification Program</b> .....	12
<b>Article 21 - Personnel Rules and Regulations</b> .....	13
<b>Article 22 - Grievance Procedure</b> .....	13
<b>Article 23 - Concerted Activities</b> .....	15
<b>Article 24 - Severability</b> .....	15
<b>Article 25 - Agreement, Modifications, &amp; Waivers</b> .....	15
<b>Article 26 – Labor-Management Relations Committee</b> .....	16
<b>Article 27 – Workers Compensation and Safety Committee</b> .....	16
<b>Article 28 - Authorized Agents</b> .....	17
<b>Article 29- Renegotiations</b> .....	17
<b>Article 30- Term</b> .....	17
<b>Article 31 - Signatures</b> .....	17
<b>Exhibit A</b> .....	19

## **Preamble**

This Agreement is made and entered into by and between the City of Del Mar (hereinafter "City") and the Del Mar City Employees Association (hereinafter "Union").

This Agreement is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3511) and has been prepared jointly by the City and the Union.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

Representatives of the City and the Union have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

The parties agree that this Preamble is not subject to the grievance procedure.

## **Article 1 - Recognition**

- 1.1 The City recognizes the Union as the exclusive representative for all classes assigned to the General Unit as well as such classes that may be added to this unit by mutual agreement of the parties.
- 1.2 All provisions and benefits of this Agreement shall be applicable to employees in classes in the above-mentioned bargaining unit, unless specifically provided otherwise herein.
- 1.3 The classes in this unit are listed in the City of Del Mar General Employee Compensation Plan.

## **Article 2 - Implementation**

- 2.1 This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council following ratification of the Agreement by the members of the Union.
- 2.2 If approved by the City Council, the City shall act in a timely manner to make the necessary changes to resolutions, rules, policies and procedures to implement and conform to this Agreement.

## **Article 3 - City Rights**

- 3.1 It is agreed the City shall have the right to:

- A. Determine the mission of its constituent departments, commissions, and boards;
  - B. Determine the procedures and standards of selection for employment and promotions;
  - C. Direct its employees, take disciplinary action for just cause;
  - D. Relieve its employees from duty because of lack of work or for other legitimate reasons;
  - E. Maintain the efficiency of governmental operations;
  - F. Determine the methods, means and personnel by which government operations are to be conducted;
  - G. Determine the content of job classifications;
  - H. Take all necessary actions to carry out its mission in emergencies;
  - I. Exercise complete control and discretion over its organization and the technology of performing its work.
- 3.2 The exercise of such rights shall not preclude the Union from conferring with management representatives about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.
- 3.3 Except in an emergency, management decisions shall not supersede the provisions of this Agreement.
- 3.4 Actions taken by management to meet an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

#### **Article 4 - Employee Rights**

- 4.1 It is agreed that each individual employee shall have the following rights which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations.
- 4.2 The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.

#### **Article 5 - Union Access**

- 5.1 Authorized Union representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Union concerning business within the scope of representation.
- 5.2 Union representatives shall not interfere with the work operations of the City.
- 5.3 Union representatives have the right to meet with employees only during coffee, rest, or lunch breaks at a public City facility as may be available.

- 5.4 It is agreed that the Union may use City facilities to conduct general meetings when such facilities are available, as determined by the City.

### **Article 6 - Bulletin Boards**

- 6.1 It is agreed that the City will allow bulletin boards in agreed upon places for the use of the Union in posting appropriate notices and announcements of meeting, elections, social activities and any other Union official business.
- 6.2 Prior to posting, such notices shall be initialed by an authorized Union representative or shall appear on official Union letterhead.
- 6.3 Such notices shall not ridicule, or defame managers, officers, or agents of the City.

### **Article 7 - General Provisions**

#### 7.1 No Discrimination:

There shall be no discrimination against any personnel or applicant because of race, color, marital status, non-job related medical condition, religion, sex, age, national origin, ancestry, sexual orientation, or non-job related handicap or disability.

#### 7.2 Personnel Folder:

- A. Employees shall have the right to review their individual personnel folder.
- B. Access shall be scheduled at the convenience of the parties.
- C. Except for information received as part of the recruitment process, no derogatory information shall be placed in an employee's folder without notifying the employee and giving the employee an opportunity to read and initial the information. After receiving notice of information to be added, if the employee disagrees with the information, he or she has the right to file a written rebuttal which will also be placed in the employee's folder.
- D. Upon request, an employee may have a copy of information in his/her file, with the exception of information received during the recruitment process.

#### 7.3 Negotiating Team:

The City agrees to provide reasonable time off without loss of pay, during scheduled work hours, for representatives of the Union when said representatives are negotiating on matters within the scope of representation.

#### 7.4 Grievance Representative:

- A. A representative of the Union shall be allowed to be present at the request of any employee, at any meeting with management involving a grievance, or any pre-disciplinary matter.
- B. The representative shall not interfere with normal work operations of the Department.

7.5 Americans with Disabilities:

- A. The parties recognize that the City may be required to make accommodations in order to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this agreement. In such cases, the parties agree that such accommodation shall not constitute a "past practice" or waiver by either party of its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA.
- B. The parties recognize that circumstances surrounding ADA compliance in individual cases may involve matters which are personal and require the utmost confidentiality. Specifics of an individual case may not be divulged by the City.

**Article 8 - Payroll Deduction and Union Dues**

- 8.1 Following the approval of the Agency Shop by a majority vote of the employees on March 16, 2004, the City implemented an Agency Shop for all General Employee Classifications effective April 26, 2004 in accordance with the applicable state law. The City and Union acknowledge that litigation pending before the United States Supreme Court, *Janus v. American Federation of State, County, and Municipal Employees Council 31*, may affect the validity of agency shop arrangements. If agency shop is held invalid by operation of law or any court of competent jurisdiction, Article 8.2 and 8.3 remain in effect provided that and to the extent they are not similarly invalidated by or inconsistent with such ruling or applicable laws.
- 8.2 Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by the City.
- 8.3 It is not the intent of this article to alter the current practice of remitting dues and other deductions to the Union.

**Article 9 - Wages**

- 9.1 The following salary adjustments are scheduled as follows during the term of the agreement, effective the first pay period with the majority of days in the intended month:

July 2018:                      3%

July 2019:	3%
July 2020:	3%
July 2021:	3%

9.2 The salary range schedule applicable to General Unit employees hired on or after January 1, 2016, is a twelve (12)-step salary range schedule designated "A" through "L", with 2.5% between each step in the range. The salary range schedule applicable to General Unit employees hired prior to January 1, 2016, is a five (5)-step salary range designated "A" through "E", with 5% between each step in the range.

**Article 10 - Health Insurance**

10.1 The parties agree the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined. Unless otherwise recommended by the insurance committee, the City shall make health insurance plans with at least two (2) insurance providers available for employees. Plan options will include those with copays of \$20 or higher to help stabilize premium costs.

10.2 Prior to changing the current method of coverage, the City shall discuss the change with the Union.

10.3 Contingent Health Insurance Re-Opener: During the term of this agreement and in the interest of working with employees regarding alternative and/or additional health plan providers and/or plan program definitions, the City may in its discretion, re-open specific sections of Article 10 – Health Insurance as it deems appropriate. The scope of this re-opener shall be identified in its notice to the Union and offer to meet and confer.

**10.4 City Contribution to Health Insurance:**

During the term of this Agreement, the City shall make monthly contributions toward health and dental insurance premiums as provided in the table below

Coverage	July 1, 2018	July 1, 2019	July 1, 2020	July 1, 2021
Employee only	\$973	\$1,011	\$1,051	\$1,093
Employee + 1	\$1,195	\$1,242	\$1,291	\$1,343
Employee + 2 or more	\$1,271	\$1,321	\$1,373	\$1,428

In the event that the total cost of benefits selected exceeds the allowance, the difference shall be deducted from the employee's salary as a "salary reduction" item; i.e., paid with pre-tax dollars. If the allowance exceeds the total cost of benefits selected, the difference shall be paid to the employee in cash.

Opt Out Provision: Employees who verify proof of coverage by an outside plan may opt out of City coverage and be eligible for the Opt Out Provision (\$400 per month). In the event the Opt Out provision has a negative impact on the City's

ability to obtain health coverage due to declining enrollment in the health plans, the City Manager has the authority to terminate the Opt Out provision.

- 10.5 It is intended that City's contribution for health and dental benefits as set forth in this Agreement, match those provided to the Del Mar Firefighter's Association (DMFA) during the term of this Agreement. If the DMFA , or any other bargaining unit, receives a more desirable health care package than the existing plan with the Union, such benefits shall also be offered to the Union as a "most favored nations" (MFN) on health care provisions; including Opt Out Provisions.
- 10.6 The City shall provide each employee a summary of the coverage for the plan under which the employee is covered.
- 10.7 During the term of this agreement, the City acknowledges that the general employees may decide as a group to add acupuncture/acupressure and therapeutic massage to the current chiropractic benefit with any additional cost paid by employees via a payroll deduction.
- 10.8 Employees who retire from the City of Del Mar will have the opportunity to bear the entire cost of their access to the City's health insurance programs and that continued access to health insurance benefits will require the approval of existing health insurance providers which is believed likely but not guaranteed by the City. In making any amendments to such contracts City shall have the right to agree to those terms and conditions to such amendments, if any, necessary to implement this benefit, so long as any such amendments provide access to health insurance programs as contemplated herein.

In the event the current health insurance providers deny retiree access to health insurance benefits at any time during the term of this Agreement, the City shall have no obligation to contract for additional health insurance programs which provide access to health insurance benefits for retirees. Nothing herein contained is intended to guarantee the availability of any particular health insurance program to be offered to City's employees and retired employees. The retiree health insurance availability is at the sole discretion of the City Manager and can be terminated at any time.

- 10.9 The City will provide an onsite skin cancer screening for all field employees in the Public Works, Community Services, and Planning & Community Development (Code Enforcement Division) departments at least once per year, and at no cost to the employees.

## **Article 11 - Insurance Committee**

- 11.1 The City and the Union shall establish a committee, with no more than three representatives each, to investigate and evaluate health coverage plans, provisions and premiums in an effort to make available to City employees a reasonable plan at the lowest possible cost.



- 11.2 The committee shall meet annually prior to the renewal of the plan coverage to conduct its investigation and evaluation. The findings and recommendations of the committee shall be advisory in nature and shall be presented to the City Manager. Failure of the committee to present recommendations in a timely manner shall not preclude the City from taking necessary action.

### **Article 12 - Dental Insurance**

- 12.1 The parties agree the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined.
- 12.2 Prior to changing the current method of coverage, the City shall discuss the change with the Union.

### **Article 13 - Life Insurance**

- 13.1 The parties agree the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined.
- 13.2 Prior to changing the current method of coverage, the City shall discuss the change with the Union.
- 13.3 The City shall provide term life insurance coverage for each employee in the amount of one-times the annual salary at step E (or Step L for employees hired on or after January 1, 2016), not to exceed \$50,000. Employees may, through payroll deductions, purchase dependent coverage in the amount of \$5,000 for their spouse and children.
- 13.4 The City agrees to continue to provide the third level of the 1959 Survivor Benefit through its PERS contract.

### **Article 14 – Short and Long Term Disability Insurance**

- 14.1 The parties agree the City has the right to provide this insurance by self-insurance, through an insurance company, or by any other method which provides the coverage outlined.
- 14.2 Prior to changing the current method of coverage, the City shall discuss the change with the Union.
- 14.3 The City shall make available Short and Long Term Disability Insurance coverage in the amount of approximately 66 2/3% of monthly compensation for each employee. Such coverage shall be provided in accordance with the group policy and the insurance company/administrator.
- 14.4 The City shall pay the required payroll deduction for the Short Term (STD) and Long Term Disability (LTD) programs on behalf of the employee.

## **Article 15 - Deferred Compensation**

- 15.1 Employees shall continue to have the option of participating in the City's deferred compensation plan.
- 15.2 The City has the option of changing plans or providers, however, prior to making any such change, the City shall notify the Union and shall discuss the reasons for the change.

## **Article 16- Retirement**

- 16.1 The City provides retirement benefits to employees through the California Public Employee Retirement System (CalPERS). All of the CalPERS employee retirement tier plans listed below include Section 20862.8 Credit for Unused Sick Leave.

### **16.2 CalPERS Retirement Tiers**

#### Classic 1<sup>st</sup> Tier:

Any Miscellaneous (non-other safety) employee hired before June 25, 2012, shall receive a retirement formula of 3% @ 60 Retirement Benefit. Employees shall be required to contribute the full 8% share of the Employee rate.

Any Other Safety employee hired before January 1, 2013, shall receive a retirement formula of 2% @ 50 Retirement Benefit. Employees shall be required to contribute the full 9% share of the Employee rate.

#### Classic 2<sup>nd</sup> Tier:

Any new Miscellaneous (non-other safety) employee hired after June 25, 2012, with reciprocity, shall receive a retirement formula of 2% @ 60 Retirement Benefit. Employees shall be required to contribute the full 7% share of the Employee rate.

#### Public Employees Pension Reform Act 2013 (PEPRA) Tier:

Any new Miscellaneous (non-other safety) employee hired after January 1, 2013, shall receive a retirement formula of 2% @ 62 Retirement Benefit. Employees shall be required to contribute half of the base total normal cost, evaluated every year. The current required employee contribution is 6.5%.

Any new Other Safety employee hired after January 1, 2013, shall receive a retirement formula of 2.7% @ 57 Retirement Benefit. Employees shall be required to contribute half of the base total normal cost, evaluated every year. The current required employee contribution is 12%.

- 16.3 An employee has no option to receive the contributed amounts directly instead of having them paid by the City to PERS on behalf of the employee.

- 16.4 The Union understands and agrees that employees bear the risk of payment of any increases in the employee contributions above the current percentage made by action of the PERS or the state legislature.
- 16.5 Parties agree that City payment of PERS contributions is made based upon tax treatment currently permitted by the State Franchise Tax Board and the IRS.
- 16.6 Should current tax treatment change, the Union and the employee shall hold harmless the City, its officers and agents from any and all claims or costs of any type including but not limited to liability for back taxes, arising out of this agreement to pay part of the employee's PERS contribution.
- 16.7 Should current tax treatment change, the Union shall have the opportunity to meet and confer regarding any such changes.

**Article 17 - Work Clothes**

- 17.1 The City shall continue to provide work clothes for those jobs where work clothes are currently provided and for such new jobs as determined by the City.
- 17.2 Such work clothes shall be of a color and design determined by mutual agreement. However, if the parties can't reach mutual agreement, the determination shall be made by the City.

**Article 18 - Required Footwear and Lifeguard Sunglasses**

- 18.1 Employees required by the City to wear protective footwear for safety reasons, shall continue to be reimbursed for the purchase of such footwear.
- 18.2 Employees shall be reimbursed for up to two (2) such protective footwear purchases each fiscal year to a maximum of \$150.00 per purchase.
- 18.3 The footwear shall, at minimum, have the safety features required by the City.
- 18.4 Field employees in the Public Works, Community Services, and Planning & Community Development (Code Enforcement Division) departments shall receive one pair of polarized sunglasses, and polarized safety glasses (as deemed necessary by the Department Director), annually following the start of the new fiscal year. Replacements for lost or damaged sunglasses must be approved by the Department Director.
- 18.5 The sunglasses shall, at a minimum, have the safety features required by the City.

**Article 19 - Standby**

- 19.1 Standby duty is defined as that circumstance which requires an employee assigned by management to:
  - A. Be ready to respond immediately to a call for service;

- B. Be readily available at all hours by telephone or other agreed-upon communication equipment; and
  - C. Refrain from activities which might impair his/her assigned duties upon call.
- 19.2 Effective July 1, 2018, an employee assigned by management to standby duty shall receive \$40 per day. An employee assigned by management to standby duty on a city holiday shall receive a total of \$70 per day.

## **Article 20 - Certification Program**

- 20.1 **Optional Certifications:** An employee in an eligible classification who has successfully obtained, at his/her own cost, certifications/licenses that provide a direct benefit to the City by enhancing the employee's knowledge and skills above those required by the employee's job classification, and as approved by the City, shall receive \$25 per month for each Optional Certification, up to a maximum of \$75 per month (or three Optional Certifications). When an employee receives compensation for obtaining an Optional Certification, the employee may be expected to utilize his/her knowledge from the Certification when needed by the City on an incidental basis.
- 20.2 **Expired Certificates:** Certification pay shall be applicable only during the term of the certificate and shall expire at the end of the pay period that includes the expiration date of the certificate. Employees are responsible for resubmitting requests for certification pay once they have renewed their certificate.
- 20.3 **Certifications eligible under this Article** are listed in Exhibit A of this Agreement. Additional Optional Certifications may be added upon mutual agreement between the City and the Union. However, if the parties do not reach mutual agreement, the determination shall be made by the City.
- 20.4 **Required Certifications:** The City agrees to reimburse the employee for the tuition, exam, and certification fees upon successful completion for required certifications when the certification is a mandatory requirement of the employee's job duties.
- 20.5 **Required Training:** When an employee is required by the City to attend a training course for a required certification, the employee shall make a reasonable effort to attend the class during regular work time. If this is not possible, a reasonable effort will be made by the employee's supervisor to modify the employee's work schedule to allow for time off on a regularly scheduled work day to allow for the duration of attendance at the required training. This flexible scheduling shall occur during the employee's designated seven-day work period under the Fair Labor Standards Act. In the event such flexible scheduling is not possible, the employee shall be paid his/her regular hourly rate for the hours attending the required training. This section shall not apply to college coursework eligible for Tuition Reimbursement including coursework leading to an Associate of Arts in Water/Wastewater covered by Section 20.3.

## **Article 21 - Personnel Rules and Regulations**

- 21.1 The rules, regulations, policies and general working conditions governing employment for employees covered by this agreement are as set forth in the City Personnel Manual.
- 21.2 If during the term of this agreement the City desires to amend the Personnel Manual the City shall give notice to the Union of the proposed changes. Representatives of the City and the Union shall meet and confer in a timely manner. If an agreement is not reached the City reserves the right to proceed by management direction.
- 21.3 Hours, wages and general working conditions contained in the City Personnel Manual are the proper subject of the Grievance Procedure.

## **Article 22 - Grievance Procedure**

### **General Provisions**

- 22.1 "Grievance" is defined as an alleged violation, misinterpretation, or misapplication of this Agreement, which adversely effects an employee(s).
- 22.2 "Grievant" is an employee or a group of employees.
- 22.3 Time limits may be waived by mutual written agreement of the parties.
- 22.4 If time limits are not met, the grievance may be advanced to the next step at the option of the party waiting for the response.
- 22.5 A grievant may be represented by a representative of his/her own choice at any step in the presentation of his/her grievance.
- 22.6 No reprisal shall be taken against any employee for the legitimate use of this procedure.
- 22.7 A grievance shall be filed in writing within thirty (30) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident.
- 22.8 Any grievance not timely filed or appealed within specified time limits, shall be null and void.

### **Procedure**

- 22.9 STEP 1: The grievant shall first attempt to resolve the problem through discussions with his/her immediate supervisor.
- 22.10 Such discussions shall be initiated within the time period defined in 22.7 above.

- 22.11 The parties shall make a sincere effort to resolve the problem at this step in a prompt and expeditious manner.
- 22.12 STEP 2: If the problem is not resolved at Step 1 and the grievant wishes to appeal, the grievant shall file a written grievance within the time limits defined in 22.7 above with his/her immediate supervisor.
- 22.13 Such grievance shall be filed on the form provided by the City and the form shall be completely filled out in clear, factual and concise language.
- 22.14 Each party has the option of requesting a meeting to discuss the grievance.
- 22.15 The supervisor shall respond in writing to the grievance within seven (7) days of receipt of the grievance.
- 22.16 STEP 3: If the problem is not resolved at Step 2 and the grievant wishes to appeal, the grievant shall file a written appeal with his/her department head within seven (7) days of the supervisor's response.
- 22.17 Such appeal shall be filed on the form provided by the City and shall state the reasons the answer at the previous step was not acceptable.
- 22.18 The department head shall hold a meeting with the employee to discuss the grievance.
- 22.19 The department head shall respond in writing to the grievance within seven (7) days of receipt of the grievance.
- 22.20 STEP 4: If the problem is not resolved at Step 3 and the grievant wishes to appeal, the grievant shall file a written appeal with the City Manager or his/her designee within seven (7) days of the department head's response.
- 22.21 Such appeal shall be filed on the form provided by the City and shall state the reasons the answer at the previous step was not acceptable.
- 22.22 The City Manager or designee shall hold a meeting with the employee to discuss the grievance.
- 22.23 The City Manager or designee shall respond in writing to the grievance within ten (10) days of receipt of the grievance.

### **Mediation**

- 22.24 STEP 5: If the problem is not resolved at Step 4 and the grievant wishes to appeal, the grievant shall, within ten (10) days from the response of the City Manager, request that the City Manager set up a mediation.
- 22.25 A State Mediator shall mediate the dispute according to the normal rules governing mediation.

22.26 There shall be no cost to the parties.

### **Article 23 - Concerted Activities**

- 23.1 It is agreed that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to full and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Union or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other labor organizations to engage in such activity.
- 23.2 Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 23.3 In the event of a strike, work stoppage, slowdown, or other interference with the operations of the City by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 23.4 It is agreed that any employee violating this Article may be subject to discipline up to and including terminations by the City.

### **Article 24 - Severability**

- 24.1 This Agreement is subject to all current and future applicable Federal, State, and local laws.
- 24.2 All City ordinances, rules and regulations and policies shall be subject to the appropriate revisions, amendments and deletions necessary to conform with the purpose, intent and application of the Articles of this Agreement.
- 24.3 If any Article or section of this Agreement is found by a Court of competent jurisdiction to be in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer for the purpose of arriving at a mutually agreeable replacement for such Article or section.
- 24.4 The validity of the remainder of this Agreement shall not be affected thereby.

### **Article 25 - Agreement, Modifications, & Waivers**

- 25.1 This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

- 25.2 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required, but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.
- 25.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto.
- 25.4 The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 25.5 In the event of an unanticipated significant economic crisis, as determined by the City, the following provisions shall apply. During the term of this agreement, the Union agrees to meet and confer in good faith, at the request of the City, on new changes in wages and City-paid benefit contributions provided for in this agreement. The City shall give the Union notice and provide an opportunity to meet prior to implementation. The parties shall meet promptly and endeavor to reach an agreement in a timely manner. If an agreement is not reached, the impasse procedure included in the City's Employee Relations Resolution shall apply.

#### **Article 26 – Labor-Management Relations Committee**

- 26.1 The City and Union shall establish a Labor-Management Relations Committee, with no more than two representatives each, unless mutually agreed to, in an effort to discuss workplace issues of mutual concern. The Union President and one other member if necessary shall meet with the City Manager and/or his/her representative quarterly at a mutually agreeable time and place.

#### **Article 27 – Workers Compensation and Safety Committee**

- 27.1 In the event of a work related medical injury involving Workers Compensation, an employee will receive Workers Compensation salary directly and may utilize his or her accrued leave to achieve full salary. Employees on a work related medical leave will continue to accrue sick leave during the course of their medical leave. Employees on a work related medical leave will accrue vacation leave during the course of their medical leave only on the portion of their leave used to achieve full salary. The City will continue to pay contributions for benefits including health, dental, life insurance and PERS per the current practice.
- 27.2 The City and the Union shall establish a separate committee, with no more than two representatives each, in an effort to evaluate and improve workplace safety. The Union's appointees shall include an employee of the Public Works Department and an employee working at City Hall.
- 27.3 The safety committee shall meet annually or more frequently upon request. The findings and recommendations of the committee shall be advisory in nature and shall be presented to the City Manager. Failure of the committee to present



recommendations in a timely manner shall not preclude the City from taking necessary action.

## **Article 28 - Authorized Agents**

28.1 For purposes of administering the terms and provisions of this Agreement:

A. City's principal authorized representative shall be the City Manager or his/her duly authorized representative.

Address: 1050 Camino del Mar  
Del Mar, CA 92014

B. The Union's principal authorized agent shall be either (1) the President of the Del Mar City Employees Association or (2) the Principal Associate of City Employees Associates.

Address:	President	Principal Associate
	Del Mar City Employees Assn	City Employees Associates
	2240 Jimmy Durante Blvd.	2918 East 7th Street
	Del Mar, CA 92014	Long Beach, CA 90804

## **Article 29- Renegotiations**

29.1 In the event the Union desires to negotiate on the provisions of a successor Agreement, it shall serve upon the City, during the month of January of the last year of this Agreement, its written request to commence negotiations and its initial written proposals for such successor Agreement.

29.2 Negotiations shall begin at a time mutually agreeable to the parties.

## **Article 30- Term**

30.1 The term of this Agreement shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, or on such other date as specifically set forth herein.


30.2 However, in no event shall this Agreement become effective prior to July 1, 2018.

30.3 Except as provided herein, this Agreement shall expire and otherwise fully terminate on July 1, 2022.

## **Article 31 - Signatures**

31.1 In witness whereof, the parties have caused their authorized representatives to execute this Agreement as a mutual recommendation to the City Council of the City of Del Mar this 18th day of June, 2018.

Del Mar City Employees  
Association:

  
\_\_\_\_\_  
Alex Panduro, President

City of Del Mar:

  
\_\_\_\_\_  
Scott W. Huth, City Manager

- 31.2 On the 18th day of June, 2018, the City Council of the City of Del Mar voted to adopt Resolution No. 2018-34, approving the above Agreement in its entirety and authorized the City Manager to execute and administer the Agreement on behalf of the City Council.

## **Exhibit A Eligible Certifications**

Required Certifications are those Licenses/Certificates that are minimally required for the position. The Optional Certifications are eligible for Certification Pay (see Article 20).

### **Code Enforcement Officer I/II**

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#### *Required Certifications*

- PC-832 POST Certification

#### *Optional Certifications*

- SCACEO Certification Training
- National Pollutant Discharge Elimination Systems (NPDE) Certified Stormwater Inspector

### **Parking Enforcement Officer I/II**

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#### *Required Certifications*

- Class C Driver's License
- PC-832 P.O.S.T Certification

#### *Optional Certifications*

- National Pollutant Discharge Elimination Systems (NPDES) Certified Stormwater Inspector

### **Senior Lifeguard**

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#### *Required Certifications*

- Advance Rescue Diving SCUBA certification
- Advanced First Aid Certification and/or EMT Class I Certification
- Cardiopulmonary Resuscitation Certification
- Cliff Rescue certification
- EMT with Defibrillator certification
- Lifesaving certification
- PC-832 POST Certification
- SCUBA certification
- Swift water rescue certification

#### *Optional Certifications*

- Professional Association of Diving Instructors (PADI) Master Scuba Diver
- Professional Association of Diving Instructors (PADI) Rescue Diver
- Technical Animal Rescue
- Technical Rope Rescue – Advanced
- Emergency Response/First Aid/CPR Instructor

### **Lifeguard/Community Services Specialist**

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#### *Required Certifications*

- Advanced First Aid Certification and/or EMT Class I Certification
- Cardiopulmonary Resuscitation Certification
- PC-832 POST Certification

- Ocean Lifesaving Certificate

*Optional Certifications*

- Professional Association of Diving Instructors (PADI) Master Scuba Diver
- Professional Association of Diving Instructors (PADI) Rescue Diver

**Cross Connection Utility Specialist I/II**

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*Required Certifications*

- Class B Driver's License
- American Water Works Association (California-Nevada Section) Backflow Prevention Assembly General Tester Certificate
- American Water Works Association (California-Nevada Section) Cross Connection Control Program Specialist Certificate
- State of California Water Distribution Operators Certification Grade D-2

*Optional Certifications*

- State of California Water Distribution Operators Certification Grade D-3
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-2
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-3
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-4
- California Water Environment Association (CWEA) Mechanical Technologist Grade I
- California Water Environment Association (CWEA) Mechanical Technologist Grade II
- California Water Environment Association (CWEA) Mechanical Technologist Grade III
- National Pollutant Discharge Elimination Systems (NPDE) Certified Stormwater Inspector
- Class A Driver's License

**Pump Operator/Mechanic I/II**

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*Required Certifications*

- Class B Driver's License

*Optional Certifications*

- State of California Water Distribution Operators Certification Grade D-2
- State of California Water Distribution Operators Certification Grade D-3
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-2
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-3
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-4
- California Water Environment Association (CWEA) Mechanical Technologist Grade I

- ❑ California Water Environment Association (CWEA) Mechanical Technologist Grade II
- ❑ California Water Environment Association (CWEA) Mechanical Technologist Grade III
- ❑ American Water Works Association (California-Nevada Section) Backflow Prevention Assembly General Tester Certificate
- ❑ American Water Works Association (California-Nevada Section) Cross Connection Control Program Specialist Certificate
- ❑ National Pollutant Discharge Elimination Systems (NPDE) Certified Stormwater Inspector
- ❑ Class A Driver's License

### **Utility Specialist I/II**

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#### *Required Certifications*

- ❑ Class B Driver's License
- ❑ State of California Water Distribution Operators Certification Grade D-1
- ❑ California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-1
- ❑ National Playground Safety Institute Playground Safety Inspector Certification

#### *Optional Certifications*

- ❑ State of California Water Distribution Operators Certification Grade D-2
- ❑ State of California Water Distribution Operators Certification Grade D-3
- ❑ California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-2
- ❑ California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-3
- ❑ California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-4
- ❑ California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-5
- ❑ California Water Environment Association (CWEA) Mechanical Technologist Grade I
- ❑ California Water Environment Association (CWEA) Mechanical Technologist Grade II
- ❑ California Water Environment Association (CWEA) Mechanical Technologist Grade III
- ❑ American Water Works Association (California-Nevada Section) Backflow Prevention Assembly General Tester Certificate
- ❑ American Water Works Association (California-Nevada Section) Cross Connection Control Program Specialist Certificate
- ❑ National Pollutant Discharge Elimination Systems (NPDES) Certified Stormwater Inspector
- ❑ Class A Driver's License

## **Utility/Landscape Specialist**

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### *Required Certifications*

- Class B Driver's License
- State of California Water Distribution Operators Certification Grade D-1

### *Optional Certifications*

- State of California Water Distribution Operators Certification Grade D-2
- State of California Water Distribution Operators Certification Grade D-3
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-1
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-2
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-3
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-4
- California Water Environment Association (CWEA) Mechanical Technologist Grade I
- California Water Environment Association (CWEA) Mechanical Technologist Grade II
- California Water Environment Association (CWEA) Mechanical Technologist Grade III
- American Water Works Association (California-Nevada Section) Backflow Prevention Assembly General Tester Certificate
- American Water Works Association (California-Nevada Section) Cross Connection Control Program Specialist Certificate
- National Pollutant Discharge Elimination Systems (NPDES) Certified Stormwater Inspector
- Class A Driver's License

## **Utility Worker I/II**

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### *Required Certifications*

- Class B Driver's License
- State of California Water Distribution Operators Certification Grade D-1
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-1

### *Optional Certifications*

- State of California Water Distribution Operators Certification Grade D-2
- State of California Water Distribution Operators Certification Grade D-3
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-2
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-3
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-4
- California Water Environment Association (CWEA) Collection System Maintenance Certification Grade C-5

- California Water Environment Association (CWEA) Mechanical Technologist Grade I
- California Water Environment Association (CWEA) Mechanical Technologist Grade II
- California Water Environment Association (CWEA) Mechanical Technologist Grade III
- American Water Works Association (California-Nevada Section) Backflow Prevention Assembly General Tester Certificate
- American Water Works Association (California-Nevada Section) Cross Connection Control Program Specialist Certificate
- National Pollutant Discharge Elimination Systems (NPDES) Certified Stormwater Inspector
- Class A Driver's License