

ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

FOR TERM OF

JULY 1, 2011 – June 30, 2012

**BY AND BETWEEN THE CITY OF SAN DIEGO
AND THE SAN DIEGO MUNICIPAL EMPLOYEES ASSOCIATION**

JULY 1, 2011

This Addendum incorporates by reference and is to be read with the Memorandum of Understanding (“MOU”) entered into on July 1, 2009. Unless otherwise noted in this Addendum, all terms of the MOU which took effect on July 1, 2009, will remain in effect until June 30, 2012.

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Article 2
Implementation

Section 1.

Add new subsection:

- C. Ratification of this one-year MOU extension shall be done in a timely manner. MEA shall notify Management of the result of the ratification process related to the MOU extension no later than March 25, 2011.

Section 2.

Add the following sentence:

The City shall take the same steps related to this one-year MOU extension, using September 30, 2011, as a target date for such completion.

Article 3
Term

Replace this Article in its entirety with the following:

This Memorandum of Understanding began on July 1, 2009, with an original expiration date of June 30, 2011. However, the terms of this MOU have been extended and will remain in effect unchanged (except as otherwise set forth in this Addendum) through June 30, 2012, when this extended MOU shall expire and otherwise be fully terminated. The effective date of all changes affecting payroll which are set forth in Article 21, Salaries and in Article 22, Retirement of this Addendum shall be July __, 2011.

Article 4
Renegotiation

Section 1 – Date Changes Only.

MEA shall serve upon the City its full and entire written proposals for a successor agreement by February 3, 2012, with the exception of salary or other economic proposals which shall be presented no later than February 17, 2012. Upon receipt of such written proposals, meet and confer shall begin no later than March 5, 2012.

Section 2 – Date Changes Only.

The City will serve upon MEA its full and entire written proposals for a successor agreement by February 24, 2012, with the exception of salaries or other economic proposals. Meet and confer shall begin no later than March 5, 2012, 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 – Date Changes Only.

If neither party has proposed a change to a particular Article in this contract by March 5, 2012, the said Article shall remain in full force and effect from the date it would have been terminated.

Section 4 – Date Changes Only.

Unless otherwise agreed to, the parties agree that final offers by both parties will be made no later than April 2, 2012. If an impasse hearing with the City Council is necessary, it will be scheduled for April 10, 2012. MEA agrees to provide to the Management Team a written statement of its positions regarding any issues at impasse on April 5, 2012.

Sections 5, 6 and 7.

There are no changes to these Sections.

Article 9
Personnel Regulations

Terminal Leave Eliminated

There are no changes to this Article. However, the parties agree that Civil Service Rule X, Section 3(3), Annual Leave Pay Upon Termination, and Personnel Regulation I-2, III, F, will be amended to eliminate the availability of retiring terminal leave status effective July 1, 2011.

Article 21
Salaries

1. General Salary - Delete and replace in its entirety with the following:

Effective July 1, 2009, there will be a general salary freeze and no general salary increase through June 30, 2012. 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, 3% Pay Deduction or 52-Hour Furlough

Effective with the pay period beginning July 9, 2011, each employee will elect *one* of the following options (see exceptions below for employees hired after July 1, 2009, and for all Hourly employees):

- (1) waiving his or her right to receive the City's mandatory 3% match of contributions into the SPSP Plan;
- (2) taking a 3% deduction from all SPSP-eligible compensation; *or*,
- (3) taking fifty-two (52) hours of unpaid furlough during fiscal year 2012, 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. A pro-rata adjustment in the number of furlough hours shall be made for those employees who work half and three-quarter time, and for any employee is hired after the beginning of a fiscal year.

Exceptions: Post-7/1/09 Hires and Hourly Employees

Since employees hired after July 1, 2009, are not eligible to participate in the SPSP plan, these employees may not elect option 1 above.

Since Hourly employees are not eligible for furlough (option 3), and since federal law mandates their participation in the SPSP-H plan (see Article 51), the 3% pay deduction is mandatory for them.

Additional Provisions Applicable to Above Options

- (a) Failure to execute an election of one of these three options 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.
- (b) Employees may not change their election during the term of this one-year MOU extension.
- (c) 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 _____, 2011.
- (d) Each employee will schedule his or her 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 furlough hours off before the end of each fiscal year covered by this MOU. The parties intend that this 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 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.

Special Salary Adjustments

In anticipation of the meet and confer process for a new agreement for FY 2013, MEA may bring special salary adjustment requests to the Civil Service Commission during the appropriate period in Fiscal Year 2012.

8. Ranger/Diver EMT Pay – This former Section 7 was inadvertently deleted.

An error occurred when the 7/1/09-6/30/11 MOU was proofread and prepared for printing such that the following provision which was previously included in Section 7 of this Article 21, was inadvertently deleted. This provision has remained in effect during the current 2-year MOU and will remain in effect during this one-year MOU extension:

Effective July 1, 2005, hourly Ranger/Divers, permanent full-time Ranger/Divers I and II, and Ranger/Diver Supervisors who are EMT certified shall receive an additional 8.5% of base pay.

Article 22 **Retirement**

Sections 1, 4 and 5.

There are no changes to these Sections.

2. Retirement Contribution Offset

Replace this Section in its entirety with the following:

Effective July 1, 2011, the City will apply an amount that is approximately equal to .4% of the base salary of employees hired before July 1, 2009, thereby reducing the amount deducted from employees' paychecks as the employees' retirement contribution by that amount. 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

The parties agree that the one-year extension of this MOU through June 30, 2012, as set forth in this Addendum, does not affect the rights and duties of the parties regarding the ongoing Retiree Medical Benefit negotiations pursuant to this Section 3 of Article 22, including but not limited to the City's right, as set forth in subsection B(4)(d), to impose its last, best and final offer changing the Retiree Medical Benefit effective on July 1, 2011, for those active employees covered by this agreement who retire or leave DROP on or after that date. Nor does this one-year MOU extension alter or diminish MEA's right to challenge such imposition in accordance with subsection B(4) entitled: "Reservation of Rights, Failure to Reach Agreement and Return to the *Status Quo Ante*".

Article 51 **Supplemental Pension Savings Plan/401(k)**

SPSP

Delete entire section entitled "SPSP 3% Mandatory Match Waiver or 3% Pay Deduction." [See Article 21, Salaries, above.]

No other changes are being made to this Article.

Appendix A **Bargaining Units**

Supervisory Unit

Change "Date Entry Supervisor" to "Police Records Data Specialist Supervisor"

Technical Unit

Change "Date Entry Operator" to "Police Records Data Specialist"

Change "Senior Data Entry Operator" to "Senior Police Records Data Specialist"