

Memorandum of Agreement  
Between the  
CVEA/SEIU Local 221 and the City of Chula Vista

This Memorandum of Agreement is the full agreement reached between the parties following good faith negotiations requested by the City of Chula Vista as a consequence of the City's projected financial deficit.

By this agreement, the CVEA/SEIU Local 221 Unit is indicating its continued sacrifice in its continuing effort to maintain the provision of high-quality services to the citizens of Chula Vista.

By this Agreement, the City and the CVEA/SEIU Local 221 Unit agree to the following:

1. SEIU/CVEA represented employees (hereinafter "Employee(s)") shall make contributions, which will be applied to the City's contribution to CalPERS for optional benefits, in the amount of eight percent (8%) for Employees in the "miscellaneous" CalPERS member category. The aforementioned contributions shall be phased in as follows: 2% January 14, 2011; 2% on July 1, 2011; 2% on January 1, 2012; and 2% June 30, 2012. The aforementioned contributions will be made on a pre-tax basis to the extent permitted by the Internal Revenue Code, as stated in Article 2.21 of the MOU.
2. For Employees hired after the effective date of this Memorandum of Agreement, the current CalPERS Retirement Plan benefits for Employees in the "miscellaneous" CalPERS member category shall be amended to require (1) a 2% @ 60 calculation; (2) that the employees make 100% of the statutory employee contribution to CalPERS, currently 7%; (3) that there be no final year concession of said payments to compensation for CalPERS benefit calculation purposes; (4) the use of average highest three years calculation; and (5) that the City will no longer provide for subsidized retiree health care rates by offering a blended health care rate for employees hired under the Second Tier CalPERS Retirement Plan. This paragraph will be effective upon approval of the City Council and at the earliest possible date after mutual agreement to the Second Tier CalPERS Retirement Plan by all the Bargaining Units representing employees in the "miscellaneous" CalPERS member category or after utilization and completion of the impasse procedures stated in the City's Employee Relations Policy with those Bargaining Units.
3. Employees will forgo all Salary Range Adjustments stated in paragraph 5 of the January 12, 2009 Side Letter of Agreement.
4. Employees will receive one additional "Floating Holiday" for each calendar year effective January 1, 2011 and ending June 30, 2012.

5. Employees may chose to donate any accrued but unused sick leave to another City employee who has exhausted his or her accrued leave due to a disability caused by prolonged illness or injury of the employee or a member of his/her immediate family subject to and in the manner set forth in Human Resources Policy and Procedures, Policy 614, except as modified herein. Sick leave donations will be made in hourly increments. In order for employees to donate accrued unused sick leave as stated herein the donating employee must have a minimum 80 hours of banked unused sick leave for themselves, the donated sick leave may not cause the donating employee to fall below the minimum hours required to be banked as stated herein and the donating employee may not donate more than a total of 24 hours of unused sick leave in any fiscal year.
6. The March 2011 reopener on the issue of wages found in the January 12, 2009 Side Letter of Agreement is hereby eliminated.
7. Not earlier than March 1, 2011, but prior to expiration of the present MOU, the parties shall convene the meet and confer process regarding the singular issue of a 9/80 alternate work schedule. The parties understand and acknowledge that convening and completion of the meet and confer process does not mean either that an agreement shall be reached, that the City Council would necessarily approve any such agreement, or that any applicable impasse procedure would result in an alternate work schedule. The meet and confer process shall address issues related to the implementation of a 9/80 alternate schedule, including classifications subject to such a schedule, exclusion of any individual assignments from such a schedule and date of implementation of such a schedule.”
8. City agrees to reassess the propriety of layoff notices served upon affected unit members based on the concessions made by the bargaining unit in this Agreement However, and given the inherent, constant fluctuation of City revenues and expenditures, the City reserves unto itself (and SEIU/CVEA acknowledges and agrees the City has) all rights/options available to it to reinstate rescinded layoff notices and/or to issue different/additional layoff notices, as it deems appropriate in its sole discretion.
9. All terms in the current MOU and Side Letters of Agreements dated September 10, 2007, July 28, 2008, January 12, 2009, and November 9, 2009 not modified by this Memorandum of Agreement remain in full force and effect as stated therein.

The above terms proposed by the City are subject to final council approval.

(Signature page to follow)

Signature Page To  
Memorandum of Agreement  
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For CVEA/SEIU Local 221 Unit:

For the City of Chula Vista:

Chris D. Sullivan 12/17/10  
Name Chris Sullivan Date, President  
Full time Employee

[Signature] 12/20/10  
Name \_\_\_\_\_ Date

John W. Hale 12/17/10  
Name John W. Hale Date  
CVEA Pres.

[Signature] 12/20/10  
Name \_\_\_\_\_ Date  
ASST CITY MGR

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Name \_\_\_\_\_ Date

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