

Memorandum of Agreement
Between the
SEIU Local 221 MM/PR Unit and the City of Chula Vista

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

By this agreement, the SEIU Local 221 MM/PR 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 SEIU Local 221 MM/PR Unit agree to the following:

1. SEIU Local 221 MM/PR Unit represented employees (hereinafter "Employee(s)") shall make contributions, which will be applied to the City's contribution to CalPERS for optional benefits, in the amounts of eight percent (8%) for Employees in the "miscellaneous" CalPERS member category, effective January 14, 2011. The aforementioned contributions, as also stated in Article 2.11 of the MOU, will be made on a pre-tax basis, to the extent permitted by the Internal Revenue Code.
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. The Professional Enrichment as provided for in Article 2.08 for the remainder of the MOU is hereby eliminated.
4. The reopener on the issue of mandatory furlough stated in the July 14, 2010 Side Letter of Agreement is hereby eliminated. *However, voluntary furloughs are still available.*

5. Management Leave for Fiscal Years 2010/2011 and 2011/2012 shall be 88 hours each fiscal year.
6. The City will rescind current layoff notices, except for one (1) FTE. However, and given the inherent, constant fluctuation of City revenues and expenditures, the City reserves unto itself (and SEIU Local 221 MM/PR Unit 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.
7. All terms in the current MOU and the July 14, 2010 Side Letter of Agreement not modified by this Memorandum of Agreement remain in full force and effect.

For SEIU Local 221 MM/PR Unit:

For the City of Chula Vista:

Barbara Brookover 12/22/10
 Name Date
 Barbara Brookover,
 CVMM/PR President

[Signature] 12/29/10
 Name Date

Eric Banks
 Name Date
 Eric Banks, *by Sai Barber*
 Interim President SEIU local 221 *Don O. Lee*

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