

Memorandum of Agreement
Between the
Western Council of Engineers 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 City and the Western Council of Engineers ("WCE") agree to the following:

1. WCE represented employees (hereinafter "Employee(s)") shall make contributions toward their pension, 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: 4% on January 14, 2011 and 4% on July 1, 2011. The aforementioned contributions 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% (this amount is in lieu of employee contributions on the employer side for optional benefits); (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 City will continue to permit a subsidized retiree health care rate by offering a blended health care rate during the term of the MOU, set to expire on July 1, 2012, for employees employed or hired before January 1, 2011.
4. Professional Enrichment as provided for in Article 2.09 of the MOU is hereby eliminated, effective December 10, 2010 and for the remainder of the MOU. However, any claim approved in accordance with Article 2.09 prior to December 10, 2010, but not yet reimbursed will continue to be reimbursed as stated in Article 2.09.

5. Employees will receive one (1) additional Floating Holiday (8 hours) to be taken between January 1, 2011 and June 30, 2011 and one (1) additional Floating Holiday (8 hours) to be taken between July 1, 2011 and June 30, 2012. The aforementioned Floating Holiday may not be cashed out.
6. 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.
7. Employees shall not receive wage increases (any of which are waived) during the term of the MOU, set to expire June 30, 2012. The reopeners on the issue of wages found in the January 9, 2009 Side Letter of Agreement are hereby eliminated.
8. All terms in the current MOU and Side Letter of Agreement dated January 9, 2009, not modified by this Memorandum of Agreement remain in full force and effect as stated therein.

(Signature page to follow)

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For the Western Council of Engineers:

For the City of Chula Vista:

Nancy Watson 12/16/10
Name Date
Exec. Director

[Signature] 12/29/10
Name Date

[Signature] 12/16/2010
Name Date
VP WCE

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

[Signature] 12/16/2010
Name Date
Pres. WCE

Name Date

Name Date

Name Date

Name Date

Name Date