

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF SAN DIEGO

and

DEPUTY CITY ATTORNEY

ASSOCIATION

for the period

July 1, 2005 to June 30, 2006

PARTIES TO THE AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on July 1, 2005, by and between Authorized Management Representatives ["Management"] of the City of San Diego ["City"], and the San Diego Deputy City Attorney Association ["DCAA"].

PURPOSE

It is the purpose of this Memorandum of Understanding ["Memorandum"], to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by the Memorandum; to provide procedures herein for an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours of employment and other terms and conditions of employment of the employees covered by this Memorandum, which agreement the parties intend jointly to submit and recommend for approval and implementation.

MEET AND CONFER

The City and the DCAA agree to meet and confer during the term of this Memorandum only to the extent required by applicable law, and if agreement is reached in such meeting and conferring, to reduce such agreement to writing, sign and seek any required ratification, implementation, and/or approval.

ARTICLE 1

Recognition

Management formally recognizes the DCAA as the exclusive representative for all deputy city attorneys employed in the City Attorney's Office.

ARTICLE 2

Good Faith Bargaining

The parties understand that creating a comprehensive Memorandum of Understanding will be a longer term project than the time currently available for collective bargaining negotiations in order to meet current budget deadlines. Therefore, the parties propose and agree to negotiate in good faith during FY06 to develop a comprehensive MOU on non-economic issues.

ARTICLE 3

Term

The term of this modified Memorandum shall commence at 12:01 a.m. on July 1, 2005. This Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2006.

ARTICLE 4

Renegotiation

The parties agree to reopen negotiations on the elements of Total Compensation if the City enters into an agreement with another represented employee group that provides more favorable economic terms or less detrimental economic concessions when measured against the Total Compensation provided to represented employees under this MOU.

ARTICLE 5

Salary

No salary increase for FY06.

ARTICLE 6

Flexible Benefits Plan

The annual value of flexible benefits for employees covered under this agreement shall be \$8,575 for FY06.

ARTICLE 7

Retirement Benefits

Effective July 2, 2005, employees represented by the DCAA shall increase their retirement pickup in the amount of 3% to San Diego City Employee Retirement System ["CERS"]. In addition, employee contributions shall increase in the amount of 2.25% when the CERS Employee Contribution Reserve is depleted, which is expected to occur sometime in November, 2005. The 3% contribution increase will be applied exclusively to reduce the legally accrued UAAL, through the purchase of POBs, real estate transactions, or other means, and will be held in an escrow or comparable account pending such use.

PENSION BENEFIT RESTRUCTURE

FUTURE EMPLOYEES:

For employees hired after July 1, 2005:

- Eliminate the purchase of service provisions.
- Eliminate DROP
- Eliminate the 13th Check benefit.
- Eliminate all formulae except 2.5% at 55

RETIREE MEDICAL BENEFITS

FUTURE EMPLOYEES:

For employees hired after July 1, 2005:

- Exclude from existing retiree medical program and create defined

contribution Retiree Medical Trust with understanding that employees' right applies only to actual employee contributions and investment earnings on those contributions, but not to the benefit itself. DCAA and the City will meet and confer on Trust establishment, SPSP conversion, administration, plan design and distribution options. Pending establishment of Trust, employee contributions and City match will be held in escrow within CERS, but combined with other CERS funds for investment purposes only.

CURRENT EMPLOYEES:

For employees hired before July 1, 2005:

- Establish service qualification for retiree medical benefit:
10 years of City service = 100% benefit.
5 years of City service = 50% benefit.

ARTICLE 8

Bereavement Leave

Up to three (3) days bereavement leave for loss of an immediate family member, once per fiscal year, effective July 1, 2005. Immediate as defined under the Family Medical Leave Act.

ARTICLE 9

Mileage Reimbursement

C Mileage reimbursement will increase to \$.47 per mile effective July 1, 2005.

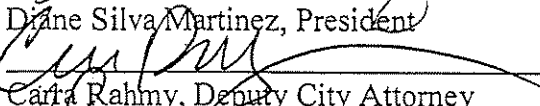
IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding effective July 1, 2005 – June 30, 2006, to the appropriate bodies.

Date: June 27, 2005

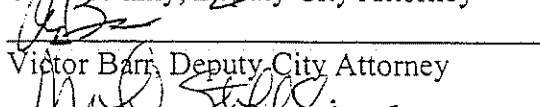
**SAN DIEGO DEPUTY CITY
ATTORNEY ASSOCIATION**



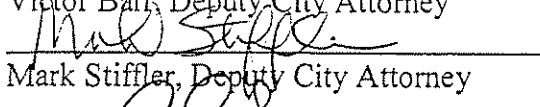
Diane Silva Martinez, President



Carla Rahmy, Deputy City Attorney



Victor Barr, Deputy City Attorney




Mark Stiffler, Deputy City Attorney



Cindy Davis, Deputy City Attorney

CITY OF SAN DIEGO

Michael Aguirre, City Attorney



Bruce Herring, Deputy City Manager