

**ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING**

FOR TERM OF

JULY 1, 2011 – JUNE 30, 2012

**BY AND BETWEEN THE CITY OF SAN DIEGO
AND LOCAL 145, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO**

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.

TABLE OF CONTENTS

Amended Articles

ARTICLE 23 – Retirement.....3

ARTICLE 24 – Salaries/Compensation.....4

ARTICLE 27 – Term4

ARTICLE 32 – Impasse Procedure5

ARTICLE 43 – Disciplinary Actions and Appeals.....5

ARTICLE 61 – Terminal Leave5

ARTICLE 23
Retirement

Section B. Replace Section B in its entirety with the following:

B. DROP

The City will negotiate with Local 145 on the impacts, if any, that result from the City defining DROP's "cost neutrality." The City will also negotiate over the elimination of DROP to the extent any court of competent jurisdiction or PERB decides that DROP is a mandatory subject for meet and confer under the MMBA.

Effective July 1, 2009, interest will be credited to the Member's DROP account at a rate determined by the SDCERS Board.

Effect Of New Provisions

Section 1 of this Article reflects the parties' agreement regarding retirement contribution and benefit changes resulting from meet and confer in 2009. Sections 2 through 10 of this Article reflect the parties' agreement regarding retirement contributions and benefits resulting from prior negotiations. Section 1 shall control and supersede Sections 2 through 10 in the event of any inconsistency between Section 1 and Sections 2 through 10.

Section B.1.B.1. - Date Change Only.

1. Reopening of Meet and Confer Regarding Retiree Medical Benefits

By no later than July 1, 2010, the parties will reopen negotiations on Retiree Medical Benefits. The parties will complete negotiations and be in agreement or at impasse no later than **April 15, 2011** in order to fulfill obligations under the City's Impasse Procedure. The purpose of the negotiations will be to address:

Add New Section B.1.B.4(e).

- e. **The term of the MOU through June 30, 2012, as set forth in this MOU, does not affect the rights and duties of the parties regarding the ongoing Retiree Medical Benefit negotiations pursuant to this Section 1 of Article 23, including but not limited to the City's right, as set forth in Section B.1.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 term alter or diminish**

L145's right to challenge such imposition in accordance with Section B.1.B.4 entitled: "Reservation of Rights, Failure to Reach Agreement and Return to the *Status Quo Ante*".

Add New Section B.15 as follows:

- 15. New Retirement Factor Computation for Safety Members hired on or after January 1, 2012, as Fire Fighters of the City Fire Department.**

A Safety Member, who is employed as a Fire Fighter of the City Fire Department and is hired by the City on or after January 1, 2012, will have a Retirement Calculation Factor of three percent (3%) when the Safety Member reaches the age of fifty-five (55) years with at least ten years of Creditable Service. A Safety Member who is employed as a firefighter of the City Fire Department and is hired by the City on or after January 1, 2012, will have the option to retire at the age of fifty (50) years after twenty years of Creditable Service with a proportionately reduced Unmodified Service Retirement Allowance, as follows:

Retirement Calculation Factor is 2.5 percent at age 50; 2.6 percent at age 51; 2.7 percent at age 52; 2.8 percent at age 53; 2.9 percent at age 54; and 3.0 percent at age 55. For purposes of determining retirement allowance for these Safety Members, "Final Compensation" will be defined as the average of the Safety Member's three highest years of Base Compensation at any time during his or her Membership in the System.

**ARTICLE 24
Salaries/Compensation**

Term Change Only.

There will be no general salary increase for the **one**-year term of this MOU.

**ARTICLE 27
Term**

Replace this Article in its entirety with the following:

This Memorandum of Understanding shall begin at 12:01 a.m. on July 1, 2011; however, the effective date for the initial payroll changes shall be July 9, 2011. This MOU shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2012.

ARTICLE 32
Impasse Procedure

Replace this Article in its entirety with the following:

The impasse procedure is found in Council Policy 300-6, which is incorporated into this MOU by reference in Article 29, Personnel Regulations.

ARTICLE 43
Disciplinary Actions and Appeals

Add New Section D as follows:

- D. The City of San Diego shall follow the procedures contained in this Article and in the City's Dimensions in Discipline Manual when administering discipline. No discipline procedure other than those outlined in the Article shall be utilized by Fire Management unless by mutual agreement.

ARTICLE 61
Terminal Leave

Add New Article 61 as follows:

Terminal Leave is eliminated effective July 1, 2011.

This Agreement is executed on this _____ day of September 2011 by the following authorized representatives of each party.

Local 145, International Association of Fire Fighters

Frank DeClercq, President _____
Date

Cory Beckwith, Vice President _____
Date

Alan Arrollado, Treasurer _____
Date

Mike McGhee, Director of Labor Relations _____
Date

City of San Diego

Scott Chadwick, Human Resources Director _____
Date

Tim Davis, Lead Negotiator _____
Date

Karen DeCrescenzo, Labor Relations Officer _____
Date

Valerie VanDeweghe, Risk Management Deputy Director _____
Date

Brian Fennessy, Assistant Fire Chief _____
Date

Douglas Nakama, Deputy Fire Chief _____
Date