

MEMORANDUM OF UNDERSTANDING

between

THE CITY OF SAN DIEGO

and

DEPUTY CITY ATTORNEYS

ASSOCIATION OF SAN DIEGO

for the period

JULY 1, 2012 – JUNE 30, 2013

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PARTIES TO THE AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING (**MOU**) is made and entered into on July 1, 2012, by and between the City of San Diego (**City**) and the Deputy City Attorneys Association of San Diego (**DCAA**).

PURPOSE

It is the purpose of this MOU, to promote and provide for harmonious relations, cooperation, and understanding between Management and the employees covered by this MOU; to provide procedures for an orderly and equitable means of resolving any misunderstandings or differences which may arise under **this MOU**; and **to** 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 **MOU**. The **Parties will** jointly submit **the MOU to the San Diego City Council (City Council)** and recommend **its** approval and implementation.

MEET AND CONFER

City and DCAA agree to meet and confer during the term of this **MOU** only to the extent required by applicable law. **Any agreement reached through required meet and confer will be in writing and signed by the Parties. The Parties will obtain any required ratification and approval before implementation of the new MOU becomes effective.**

ARTICLE 1

Recognition

Management formally recognizes DCAA as the exclusive representative for all **Deputy City Attorneys (DCA)** employed in the Office **of the City Attorney (Office)**, except that assistant city attorneys, confidential attorneys, and those deputy city attorneys involved in labor negotiations with DCAA on behalf of **Management** of the Office are excluded from the **Bargaining Unit**. Confidential attorneys are those with access to confidential information regarding **Management** positions with respect to the meet and confer process. No classification shall be removed from the **Bargaining Unit** exclusively represented by DCAA during the term of this MOU.

ARTICLE 2

Implementation of Agreement

In negotiating a successor MOU, once the **Parties** reach a **tentative agreement**, that **tentative agreement** will be reduced to writing and taken to City Council, and to the membership of DCAA for ratification of the **tentative agreement**, as soon as reasonably possible. It is the intent of the **Parties** that the **tentative agreement** shall become binding on the **Parties** once it is adopted by City Council and ratified by the membership of DCAA. The MOU effective date will be as

set forth in Article 3, Term. When a successor MOU is completed, the Parties will work together to get the agreement finalized and signed by a target date of October 1.

ARTICLE 3

Term

The term of this MOU begins 12:01 a.m. on July 1, 2012; however, the effective date for the initial payroll changes shall commence the first full pay period that begins on or after July 1, 2012. This MOU expires and otherwise will be fully terminated at 11:59 p.m. on June 30, 2013.

ARTICLE 4

Renegotiation

- A. DCAA shall serve upon City its full and entire written proposals for a successor MOU by February 1, 2013, with the exception of salary or other economic proposals, which shall be presented no later than February 15, 2013. Upon receipt of such written proposals, meet and confer shall begin no later than March 1, 2013.
- B. City shall serve upon DCAA its full and entire written proposals for a successor MOU by February 22, 2013, with the exception of salaries or other economic proposals. Meet and confer shall begin no later than March 1, 2013, at which time City will present its full economic proposal. If federal or state governments take action that has a direct effect upon the areas which fall within the scope of representation, City and DCAA may submit proposals concerning these areas at later dates.
- C. If neither party has proposed a change to a particular Article in this MOU by March 1, 2013, that Article shall remain in full force and effect from the date it would have been terminated.
- D. Unless otherwise agreed to, the Parties agree that final offers by both Parties will be made no later than April 5, 2013. If an impasse hearing before City Council is necessary, it will be scheduled for on or about April 11, 2013. DCAA agrees to provide to Management a written statement of its positions regarding any issues at impasse on April 6, 2013.
- E. The dates set forth in this Article can be changed by mutual agreement of the Parties, if confirmed in writing.
- F. Nothing in this Article is intended to waive the rights and obligations of either Party under the Meyers-Milias-Brown Act (MMBA) to bargain in good faith.

ARTICLE 5

Salary

A. General Salary.

1. No general salary increase for **Fiscal Year 2013**. Employees in the **Deferred Retirement Option Plan (DROP)** program will **continue to** have a pay reduction of **3.2 percent** of base salary, to correspond to the **3.2 percent reduction in the City offset of the employee** contribution to **San Diego City Employees' Retirement System (SDCERS)** by non-DROP employees, **which was initially negotiated in prior contract negotiations**.
2. **City shall conduct or have conducted a complete compensation survey of the largest municipal/government organizations within the County of San Diego and within the state of California, as determined by City. City will have the salary survey completed in time for the initiation of bargaining for a successor MOU. City will meet and consult with DCAA over the list of agencies it will use for the compensation survey. The survey shall include, at a minimum, information regarding the salary scale utilized by each agency and the number of attorneys within each identified pay grade for each agency.**
3. A structured salary schedule **for DCAs has been** implemented. DCAA Salary Schedule is attached as **Appendix A** and incorporated into this MOU.

B. Mandatory Furlough.

1. Effective with the pay period beginning on **July 9, 2011**, each full-time employee will be required to take thirty-two hours of unpaid furlough during **Fiscal Year 2013**, which will be deducted on a pro-rata basis from each of **twenty-five** paychecks over the course of the fiscal year on the same terms and conditions as apply to City's **Fiscal Year 2009** Voluntary Furlough Program, except that no discretionary days off shall be made available.
2. A pro-rata adjustment in the number of Mandatory Furlough hours shall be made for those employees who work less than full-time (i.e., half-time or three-quarter time).
3. A pro-rata adjustment in the number of Mandatory Furlough hours shall be made for any employee who is hired after the beginning of a fiscal year.
4. Each employee will schedule his or her Mandatory Furlough hours in the same manner as vacations are presently scheduled. City agrees that each employee must be allowed the opportunity to take Mandatory Furlough hours off before the end of each fiscal year covered by this MOU. The Parties intend that this Mandatory Furlough program will be conducted on terms that are fair and reasonable to each employee while permitting City to carry on necessary work. In the event of any dispute over a Department's or Division's handling of employees' requests to schedule their **Mandatory Furlough** days, City's Human Resources Director will have the authority to hear and direct the Department or

Division to resolve the dispute in keeping with the letter and spirit of the Parties' agreement.

ARTICLE 6

Flexible Benefits Plan

- A. An **Internal Revenue Service (IRS)**-qualified cafeteria-style benefits program **called the Flexible Benefits Plan (FBP)** is offered to all eligible employees. This plan provides a variety of tax-free benefit options. "Eligible employee" means any employee in one-half, three-quarter, or full-time status. "Eligible employee" excludes all employees in an hourly status. Eligible employees must have no less than **forty** hours of compensated time during each pay period in order to receive City paid benefits. If an eligible employee has less than **forty** hours of compensated time during a pay period, the eligible employee will have the right to continue **his or her** benefits by paying City the full cost to continue any or all of the employee's benefits during that period. In the case of **Family and Medical Leave Act (FMLA)**-approved absences, City will continue to pay for the employee's health and dental insurance for up to **twelve** weeks per year in accordance with FMLA requirements.
- B. City's contribution to the **FBP**, effective July 1, 2009, will be based on the level of FBP annual value set forth below. City's contribution to the FBP will be pro-rated according to the percentage of time worked if the employee has less than full-time status. The FBP annual value for **Fiscal Year 2010** and **Fiscal Year 2011** will be as follows:
1. Health Waiver (for those **who** have other comprehensive health coverage) - \$1,000 plus \$2,220 (Management Benefit).
 2. Employee only – \$4,701 plus \$2,220 (Management Benefit).
 3. Employee & Children – \$7,126 plus \$2,220 (Management Benefit).
 4. Employee & Spouse/Domestic Partner – \$8,212 plus \$2,220 (Management Benefit).
 5. Employee & Spouse/Domestic Partner and Children- \$8,579 plus \$2,220 (Management Benefit).
- C. The benefits available through FBP and the respective annual costs **of the benefits** are reflected in the Flexible Benefits Summary Highlights booklet provided to each employee each year of the **MOU**.
- D. It is the intent of the **Parties** that all plans offered in the **FBP** comply with all applicable state and federal laws, including IRS regulations as interpreted by the City Attorney. All disputes over interpretation of **this Article** shall be submitted to the appropriate agencies for interpretation.
- E. The employee must select **a health insurance plan** unless he **or** she has other comprehensive health insurance. With remaining FBP monies, eligible employees may select from other optional benefits including dental, vision, 401(k), Dental/Medical/Vision and Dependent Care reimbursement and cash payment.
- F. In addition to designated **Flexible Benefits** monies to pay for Dental/Medical/Vision or Dependent Care reimbursements, employees may designate a specific amount of pre-tax money (IRS restrictions apply) to be withheld from their paychecks to reimburse eligible out-

of-pocket **Dental/Medical/Vision** or **Dependent Care** expenses. These payroll deductions must be designated during the open enrollment period, are irrevocable, and monies are forfeited if not used within the fiscal year.

- G. Eligible employees are required to enroll for their benefits each year during the designated open enrollment period. If an employee fails to complete enrollment within the open enrollment period, the employee's current options or comparable plan if unavailable, will be automatically continued at the same level for the next year as if the employee had elected to keep them. Employees agree that City may make a payroll deduction for employee and/or dependent health coverage if the FBP allotment **is insufficient** to pay for **the benefit options selected by the employee**. Any monies remaining from the FBP allotment will be paid out as taxable cash payment. All payroll deductions, including **Dental/Medical/Vision** and **Dependent Care** reimbursement, will continue and may not be eligible to be stopped until the following open enrollment period.

ARTICLE 7

Retirement Benefits

- A. New Pension Plan for Employees Hired On or After July 1, 2009.

In accordance with the July 24, 2008, Memorandum of Agreement ratified by DCAA on July 25, 2008, and the September 21, 2009, Addendum 1 between City and DCAA, a new pension plan for DCAA-represented non-safety employees hired on or after July 1, 2009, is established. (See Appendix B, "Memorandum of Agreement and Addendum 1," which are attached and incorporated into this MOU). This plan will be applicable to all non-safety employees hired on or after July 1, 2009, whether unclassified, unrepresented or represented by another union.

- B. DROP.

1. **City contends that the Deferred Retirement Option Plan (DROP) is an employment benefit subject to modification through the meet and confer process. Despite DCAA's disagreement with this contention, the Parties agree that, during the term of this MOU, they will meet and confer over proposals to modify DROP to make DROP "cost free" to City. The Parties acknowledge that City's proposals will modify DROP to make DROP "cost free" as defined by City and may include any and all aspects of DROP, including but not limited to, all of the DROP alternative plan design proposals set forth in a study by Buck Consultants presented by City to DCAA on March 14, 2012, or any variations of the alternative proposals which change numbers or percentages reflected in the Buck study. However, by agreeing to meet and confer regarding proposals to modify DROP, DCAA is not waiving its right to challenge any proposed modification to DROP on the basis that it may impair a constitutionally protected, individually vested pension benefit, or on any other ground. DCAA further reserves its right to argue, despite any contrary assertion by City, that the current unmodified DROP is, in fact, "cost free" within the meaning of reasonable actuarial principles and appropriate margins of error.**

Moreover, in agreeing to meet and confer regarding proposals to modify DROP, neither Party is waiving its rights to make any legal arguments or pursue any legal action related to any proposed DROP modification.

- 2. In the event City and DCAA reach agreement on any modifications to DROP, these modifications will become effective on the date agreed upon. In the event the Parties fail to reach an agreement, any impasse hearing related to DROP will be conducted in accordance with Council Policy 300-06 on a date to be agreed upon by the Parties but in no event before January 1, 2013. However, any impasse hearing related to the Parties' meet and confer over DROP, including the aspects of DROP described above, will be separate from and not combined with any issues remaining for impasse in connection with the Parties' meet and confer process for a new MOU for Fiscal Year 2014.**
- 3. Interest will be credited to the member's DROP accounts at a rate determined by the SDCERS Board of Administration.**

ARTICLE 8

Bereavement Leave

City will provide paid **Bereavement Leave** of up to three days upon the death of **the** employee's spouse, father, mother, brother, sister, son, daughter (**son or daughter to include**: step-, foster, or adopted), or state-registered domestic partner, with a limit of one eligible death per fiscal year. **Proof of death (death certificate, obituary, funeral program, etc.) must be provided in order to receive Bereavement Leave, which is in addition to Annual Leave. Proof may also include an affidavit signed under penalty of perjury, submitted by the Deputy City Attorney. If an affidavit is submitted, the affidavit must include the name of the eligible deceased and the relationship to the attorney requesting the leave. Proof must be submitted within thirty calendar days of when the employee returns to work.**

ARTICLE 9

Mileage and Travel Reimbursement

Mileage reimbursement will be paid in accordance with the current IRS Standard Mileage Rates for business reimbursement. Reimbursement for travel will be as provided in City policies governing reimbursement for travel.

ARTICLE 10

Management Rights

Unless specifically in conflict with this MOU, all **Management** rights remain vested exclusively with the City Attorney. City Attorney **Management** rights include, but are not limited to:

- A. All rights vested in the City Attorney pursuant to **Charter** section 40;
- B. The **exclusive** right to determine the mission of the **Office** and all of its departments;
- C. The right of full and exclusive control of the management of the **Office**; supervision of all operations; determinations of methods, means, location, and assignments of performing all work; and the composition, assignment, direction, location, and determination of the size and mission of the work force;
- D. The right to determine the work to be done by employees, including establishment of service levels, appropriate staffing and the allocation of funds for any position **or positions** within the **Office**;
- E. The right to review and inspect, without notice, all City-owned facilities, including, without limitation, desktop computers, work areas and desks, email, computer storage drives, voicemail systems, and filing cabinets and systems;
- F. The right to change or introduce different, new, or improved operations, technologies, methods or means regarding any City Attorney work, and to contract out for work;
- G. The right to establish and modify qualifications for employment, including the content of any job classification, job description, or job announcement, and to determine whether minimum qualifications are met;
- H. The right to establish and enforce employee performance standards;
- I. The right to schedule and assign work;
- J. The right to hire, fire, promote, discipline, reassign, transfer, release, layoff, terminate, demote, suspend, or reduce in step or grade, all employees;
- K. The right to inquire and investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require represented attorneys to appear, respond truthfully, and cooperate in good faith regarding any City or City Attorney investigation;
- L. The right to maintain order **and** effective and efficient operations; and
- M. The right to establish rules for the management and operation of the **Office**, including rules to maintain discipline and efficiency.
- N. Nothing in this Article shall be construed to limit or abrogate any constitutional or statutory rights of any employee.

ARTICLE 11

DCAA Communications

A. Bulletin Boards.

The City Attorney will furnish adequate bulletin board space for the use of DCAA at reasonable locations. This will not preclude Management from using other space on these bulletin boards. DCAA shall limit its posting on **the designated** bulletin boards to DCAA affairs such as reports of official business and meeting schedules. DCAA agrees not to post controversial or political material, and to remove dated material in a timely manner.

B. Mail Boxes.

DCAA can utilize attorney mailboxes for information related to DCAA business. The information placed in attorney mailboxes shall relate to DCAA affairs such as reports of official business and meeting schedules. DCAA agrees not to place controversial or political material in attorney mailboxes.

C. Email.

DCAA can utilize City's e-mail system for DCAA business, such as reports of official business and meeting schedules. DCAA agrees not to **use** the email system for political matters, and to comply with all City policies regarding the **use** of City's email system.

ARTICLE 12

Professional Education

The City Attorney will pay State Bar dues for each DCA. In addition, the City Attorney will pay the reasonable expenses for a DCA to attend professional, job-related conferences that are pre-approved by Management. Pre-approval may be denied in the sole discretion of the City Attorney, and approval will be denied if **the** expenses are not within the budgetary constraints of the City Attorney. In order to be reimbursed for educational expenses, the DCA shall submit a request for approval to attend the event, along with a list of the likely expenses associated with the event, such as mileage, air fare, hotel, meals, rental car, and taxi expenses. This information shall be submitted in advance of attendance, and pre-approval is required. The City Attorney may require the DCA to submit satisfactory evidence of attendance at the event, and receipts for all actual expenses incurred, in order to receive reimbursement.

In the event the City Attorney does not approve the payment of expenses for a DCA to attend a professional, job-related conference (such as in the event of budgetary constraints), the employee can still attend the conference at his or her own expense, provided such attendance is pre-approved by Management, and the employee will receive his or her salary while in attendance at the conference.

ARTICLE 13

Review of Performance and Discretionary Merit Increases

A. Effective July 1, 2009, a new structured salary schedule will be implemented. (See Appendix A, "DCAA Salary Schedule," which is attached and incorporated into this MOU). Management has the affirmative duty to provide the employees with written performance evaluations; however, failure to provide the required written performance evaluation shall not be the basis for the denial of step advancement for employees in **the** DCA I, II, or III grades as outlined below. Nothing contained herein shall affect the City Attorney's authority to hire a Deputy City Attorney at any salary.

1. Deputy I and II.

Management of the Office will review the performance of employees in the **DCA I and II** grades every six months, in approximately June and December. **Employees in the DCA I and II grades who have served at least six months at their current step will receive a step increase at the time of these reviews, unless there is prior written finding in the form of a performance review that the DCA has rendered less than satisfactory performance. All step increases will be effective on the first day of the last pay period of the fiscal year that includes July 1 and the first day of the first pay period of the calendar year that includes January 1 of each year.**

2. Deputy III.

Management of the Office will review the performance of employees in the **DCA III** grade once **per** year, in approximately June. Effective July 1, 2010, employees in the **DCA III** grade who have served at least one year at their current step will receive a step increase at the time of these reviews, unless there is a **prior** written finding in the form of a performance review that the DCA has rendered less than satisfactory performance. All step increases will be effective on **the first day of the last pay period of the fiscal year that includes July 1 of each year.**

3. Deputy IV, V and Senior Deputy.

Management of the Office will review the performance of employees in the **DCA IV, V, and Senior Deputy** grades once **per** year, in approximately the month of that employee's anniversary date of hire by the **Office**. These employees will be eligible to receive an increase at the time of these reviews, provided that **the increase is at** the sole and absolute discretion of the City Attorney, **is** based on merit, and **is** within the budgetary constraints of the City Attorney.

B. Progression Between Grades.

Placement in, and progression between grades shall be in the sole and absolute discretion of the City Attorney.

C. DCAA Performance Evaluation Process.

The Parties have developed an agreed-upon performance evaluation process for employees in the DCAA Bargaining Unit. During the term of this MOU, the Parties will continue to meet and confer and use their best efforts to agree upon performance evaluations for the employees and the performance evaluation process. As such, during the term of this MOU, the Office will conduct performance evaluations consistent with the procedures developed by the Parties.

ARTICLE 14

Grievance Procedure

This Grievance Procedure is provided for the orderly and efficient disposition of grievances. A grievance is any dispute involving the interpretation or application of this MOU, or relating to working conditions imposed by the City Attorney or his or her designee, except that this Grievance Procedure does not apply to employment terminations. This grievance procedure in no way limits the management rights of the City Attorney as expressed in Article 10 of this MOU, nor does it change the fact that all employees are employed on an at-will basis, and, as such, the City Attorney reserves the right, in his or her sole and absolute discretion, to discipline, demote, terminate, or alter the employment relationship with any employee at will, either with or without cause or advance notice.

The Parties recognize that City has other complaint procedures. This Grievance Procedure is not intended to limit or prohibit an employee from filing a complaint under any other City policy that is applicable to that employee, nor does it prohibit an employee from filing a complaint in an administrative agency or a court of law, once the employee has exhausted this grievance procedure with respect to violations of this MOU.

The following are the steps in the Grievance Procedure:

1. First Step – Chief Deputy: In order to minimize the possibility of misunderstanding, an employee shall discuss the problem or grievance with the Chief Deputy of his **or** her unit within fourteen calendar days of the occurrence of the problem creating the grievance. The Chief Deputy or his **or** her designee will investigate the matter and attempt to provide a solution or explanation within fourteen calendar days after the employee reported the grievance, unless additional time is required under the circumstances.
2. Second Step – Assistant City Attorney: If an employee does not receive a satisfactory answer or resolution as a result of the First Step of this procedure, the employee or DCAA will reduce the grievance to writing and present the grievance to the Assistant City Attorney or his or her designee within fourteen calendar days after receiving the explanation from the Chief Deputy referred to in the First Step of this procedure. After receiving the written grievance, the Assistant City Attorney or his or her designee will promptly schedule a meeting to provide the employee or **DCAA** with an opportunity to present the problem personally. Within fourteen calendar days after that meeting **or a** longer period **if** required under the circumstances to properly investigate and consider the

matter, the Assistant City Attorney or his or her designee will provide the employee with a verbal or written response to the grievance.

3. Third Step – City Attorney: If an employee is not satisfied with the decision at the Second Step of this procedure, he or she may request in writing, within fourteen calendar days after receiving the response from the Assistant City Attorney at the Second Step of this procedure, an appointment to meet with the City Attorney or his or designee who shall not be a person that was involved in the discipline or the issue involved in the grievance. **The City Attorney or his or her designee** will discuss the problem with the employee and investigate the basis for the grievance. The City Attorney or his or her designee will provide either a verbal or written decision to the employee within **fourteen** calendar days after that meeting, unless he or she determines that additional time is required under the circumstances. The decision at this step is the final decision of the City Attorney with regard to the grievance.
4. It is the City Attorney's intention to be fair and impartial in order to establish the smoothest working relationship possible. No employee will be discriminated or retaliated against, or in any way penalized, for using this procedure.

ARTICLE 15

Terminations, Suspensions and Lay-Offs

A. Covered DCA Terminations or Suspensions for Cause.

1. A “covered deputy city attorney” (“Covered DCA”) is a Deputy City Attorney who has served continuously as a deputy city attorney with the Office for two years or more.
2. For any Covered DCA who is being terminated or suspended by the City Attorney for cause, the following procedural steps will apply:
 - a. Prior to issuing a written advance notice of termination or suspension, an informal meeting will be held between the Covered DCA and the initial decision-maker regarding the proposed discipline. This meeting will provide an opportunity for an open discussion between both Parties about the proposed discipline. The advance notice of the proposed discipline, as outlined below, can be given at any time either during or after that meeting. The Covered DCA may be accompanied by a DCAA representative at this informal meeting.
 - b. Fifteen business days prior to the effective date of a termination or suspension for cause, the City Attorney will provide written notice to the Covered DCA, setting forth the grounds for the termination or suspension and the effective date of the action. This “advance notice” will include the specific disciplinary action proposed and disclosure of the evidence supporting the termination or suspension for cause. The advance notice will also notify the Covered DCA subject to the termination or suspension of his or her rights to present witnesses,

to confront adverse witnesses, and to be represented at an appeal hearing. The Covered DCA may be represented by counsel, at the expense of the Covered DCA.

- c. At the discretion of the City Attorney, the Covered DCA subject to termination or suspension for cause may be asked to remain out of the Office on paid administrative leave pending final resolution of the discipline, including determination after appeal. If not placed on paid administrative leave, the Covered DCA will remain in the workplace and may be subject to a change in his or her assigned work or unit.**
- d. Within five business days of receipt of the Advance Notice, the Covered DCA may request an appeal hearing, by submitting a written request to the City Attorney.**
- e. If the Covered DCA requests an appeal hearing, it will be held within five business days of submitting the request for an appeal, unless an extension of time is mutually agreed upon in writing. The Appeal Hearing will be conducted by an unbiased hearing officer, who is either an Assistant City Attorney or, at the sole discretion of the City Attorney, a designee from outside the Office. If the appeal hearing officer is to be an Assistant City Attorney, the Covered DCA may choose from a list of at least two Assistant City Attorneys who have not participated in the disciplinary process. The Assistant City Attorney who serves as the supervisor of the Covered DCA, or his or her designee, will present evidence supporting the termination or suspension. The Covered DCA will be provided with an opportunity to confront adverse witnesses and to present witnesses on behalf of the Covered DCA. The City Attorney shall contemporaneously make and maintain a record of the appeal hearing, which may be an audio recording.**
- f. Following any appeal hearing, the appeal hearing officer will provide the Covered DCA with an appeal decision, setting forth a determination of whether there is sufficient evidence to uphold the charges, the evidence relied upon, and the reasons for the determination made. The appeal hearing officer shall uphold, reverse, or change the proposed discipline.**
- g. The Appeal Decision will be provided to the Covered DCA within five business days following the appeal hearing. The appeal decision will include a notice of the final effective date of discipline, if applicable.**
- h. If the discipline is upheld, the Covered DCA receives the three weeks' pay in lieu of notice from the date of the Advance Notice minus the amount of pay already received, or to be received for the period from the date of Advance Notice.**
- i. Regardless of whether the Covered DCA decides to appeal the termination or suspension, the Covered DCA will receive the equivalent of three weeks' notice or three weeks pay in lieu of notice from the date of the Advance Notice, in conjunction with Article 26 of the MOU.**

- j. **Nothing included herein precludes the City Attorney from being involved in making the original disciplinary decision.**

B. Non-Covered DCA Terminations, Other than Layoffs.

Any deputy city attorney, who is not a Covered DCA within the meaning of Paragraph A above, who has been terminated for any reason, other than a layoff due to lack of work, lack of funds, or reorganization, may, within five business days of his or her termination, request a meeting with the City Attorney or his or her designee, in order to discuss the termination decision. The meeting will occur within ten business days of receipt of the request.

C. Layoffs.

1. **In the event the City Attorney decides a layoff of deputy city attorneys is necessary, due to lack of work, lack of funds, or reorganization, the City Attorney will comply with the Meyers-Milias-Brown Act (MMBA).**
2. **The Parties will continue the current negotiations regarding a layoff procedure in accordance with San Diego Charter sections 30 and 40.**

ARTICLE 16

Inspection of Employee Personnel File

- A. Each employee **has** the opportunity to inspect the contents of his or her personnel file at reasonable times and at reasonable intervals, provided sufficient advance notice is given to Management of the Office of the **employee's** desire to do so. **The** inspection is limited to those records **that the** employee has the right to inspect under California Labor Code section 1198.5.
- B. A copy of any document which reflects negatively on an employee's performance that is placed in the employee's personnel file shall also be provided to the employee, and signed and dated by the author. At the employee's request, the Office will place into an employee's personnel file a written response to any **adverse** document **placed in an employee's personnel file.**

ARTICLE 17

DCAA Matters

- A. DCAA may, with the prior approval of Management, be granted the use of City Attorney meeting room facilities for meetings of its members. **Member** meetings shall not be held during work hours.

- B. The City Attorney agrees to provide DCAA with an opportunity to make non-controversial presentations to new employees represented by DCAA regarding the role and purpose of DCAA. These presentations will not exceed one-half hour.
- C. The City Attorney recognizes the right of DCAA to designate employee representatives from the employees in the **Bargaining Unit**. DCAA reserves the right to designate the method of selection of employee representatives. DCAA shall notify management of the **Office** in writing of the names of its employee representatives, and shall also provide notice in writing of any changes regarding employee representatives and who they are replacing.
- D. On an annual basis, City will distribute a form to all employees represented by DCAA. This form will give these employees an opportunity to indicate that they do, or do not, wish to disclose their home addresses to DCAA. City will provide home addresses to DCAA for those employees who authorize it, and DCAA agrees to hold those addresses in confidence. City will provide mailing labels of the **Bargaining Unit** to DCAA no more than twice per fiscal year. The labels will be applied at the **Human Resources Department** and postage and assembly will be the responsibility of DCAA.
- E. When formal meetings are scheduled for the purpose of meeting and conferring on subjects within the scope of representation, DCAA may be represented by up to four members designated by DCAA. For purposes of conferring on a successor MOU, DCAA may designate up to four DCAA members to participate. Additional representatives may attend upon mutual written agreement of the **Parties**. These employees may attend **these** meetings during regular work hours without loss of compensation or other benefits. Nothing provided in **this Article** limits or restricts Management from scheduling meetings before or after regular duty or work hours under appropriate circumstances.
- F. Designated DCAA representatives will be entitled to devote a reasonable amount of time to the representation of its members, such as grievance handling, attending disciplinary meetings, and addressing meet and confer issues, during the course of the work day. This time will not result in a reduction in workload from current levels. At the time of the designation, DCAA will provide to Management contact information for its representatives.

ARTICLE 18

Agency Shop

A. Employee's Responsibilities.

All employees in the **Bargaining Unit** shall have the choice of either becoming a member of DCAA, or of being a non-member and paying an agency fee or conscientious objector fee. All new employees **must make their decision within thirty days of beginning their employment.** The **Office** will also notify DCAA within seven days of the identity of these new employees.

B. Implementation of Agency Shop.

1. Notice to Employees.

City has provided current employees in the **Bargaining Unit**, and will provide any employees hired into the **Bargaining Unit**, with an authorization notice provided by DCAA advising them that an election has resulted in an Agency Shop arrangement and that all employees must either join DCAA, pay an agency fee to DCAA, or execute a written declaration setting forth a bona fide religious exemption from this requirement. **The** notice shall include a form for the employee's signature authorizing payroll deduction of **DCAA** dues, or an agency fee, or a charitable contribution equal to the agency fee, if that is appropriate. Affected employees have fourteen calendar days from the date of receipt of this notice and authorization to fully execute and return it to City. DCAA can request **that** the City Attorney terminate any employee who refuses to comply with this Article. In this event, the City Attorney will give the employee notice that **he or she** must comply with the Article within **thirty** days, or **his or her** employment will be terminated. If the employee fails to comply with this Article after receipt of such notice, the City Attorney will then terminate the employee at DCAA's request. Dues deductions, once initiated, shall continue until the authorization is revoked in writing by the employee. An employee may only revoke a dues deduction authorization by delivering the written notice of revocation to DCAA and City.

2. Notice to City of Dues and Agency Fees.

DCAA will give City sixty days advance written notice of any changes to the amount of dues and agency service fees to be deducted.

3. Sufficiency of Employee's Earnings.

The employee's earnings must be sufficient, after all other legally required but not voluntary deductions are made, to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no **dues or fees** withholding shall be made from future earnings to cover the missed pay period. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no **dues or fees** deduction shall be made. All other legally required deductions, including health care deductions, shall have priority over dues and agency service fees.

4. Deductions/Remittance of Dues and Fees.

Payment of dues and/or agency service fees shall be by regular payroll deductions only in an amount that is based on the employee's base salary. Remittance of the aggregate amount of all dues and service fees shall be made to DCAA by City on a bi-weekly basis. DCAA shall refund to City any amounts paid to it in error upon presentation of supporting evidence.

5. Employee Lists.

With each payment, City shall provide a list of represented employees paying the membership fees and a list of employees paying service fees, or conscientious objector fee. All lists shall contain the employee's name and **the** amount deducted. DCAA will maintain this list in confidence. City will provide a biweekly report to DCAA which will notify DCAA when a new **DCA** has been hired by City, and no dues, fees or charitable contributions are being deducted.

6. Notice to Fee Payers.

- a. In accordance with the law, DCAA **is** responsible **for** providing fee payers an annual explanation of the fee and sufficient financial information to enable the fair share service fee payer to gauge the appropriateness of the fee. DCAA will provide a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker, not chosen by DCAA, and will make provision for an escrow account to hold amounts reasonably in dispute while challenges are pending.
- b. DCAA will provide to City sufficient copies of the notices required under this section (with postage paid) at the appropriate time each year, and City shall forward these notices to all **conscientious objector** fee payers within thirty days of City's receipt of the notices, and to all new employees at the time of hire.

C. Employee's Right to Conscientious Objection.

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining and financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee shall be required, in lieu of periodic dues, initiation fees, or Agency Shop fees, to pay sums equal to the dues, initiation fees, or Agency Shop fees, to a nonreligious, non-labor charitable fund exempt from taxation under **Internal Revenue Code** section 501(c)3, chosen by the employee from the list designated in paragraph D below.

D. Designation of Nonreligious, Non-Labor Charitable Funds.

1. Employees who are eligible conscientious objectors as described in **Article 18**, paragraph C must designate one of the following nonreligious, non-labor charitable funds to which his **or** her contributions in lieu of dues **or** agency fees shall be paid: United Way, Inc.; San Diego Volunteer Lawyer Program; or Legal Aid Society of San Diego, Inc.
2. Declaration of or applications for religious exemption, with supporting documentation, shall be submitted to DCAA and shall be processed promptly. If the application for religious exemption is challenged by DCAA, the deduction to the designated charity shall commence but **deductions** shall be held in escrow by DCAA pending DCAA's resolution of the challenge. Charitable contributions as a substitute for the payment of dues or an agency fee shall be made only by regular payroll deductions.

E. Indemnification.

DCAA shall indemnify, defend, and hold City and the City Attorney and their officials, representatives, and agents harmless against any claims, suits, attorney's fees, or any other form of liability as a result of City making dues deductions pursuant to this Article. Further, DCAA agrees to indemnify and hold City, and the City Attorney, and their officials, representatives, and agents harmless for any loss or damage arising from DCAA's actions or inactions under this Article.

F. No Concerted Action.

During the term of this MOU, DCAA agrees not to engage in any concerted action, and the City Attorney agrees not to engage in a lockout. Further, in the event of any concerted action authorized by DCAA at any time which encourages employees to withhold their services to City, the City Attorney **has** the right to immediately cease the collection and remittance of dues to DCAA.

ARTICLE 19

Employee Rights

- A. The Parties mutually recognize and agree to fully protect the rights of all employees covered by **this MOU** to join and participate in the activities of DCAA (outside of work time).
- B. No employees shall be interfered with, intimidated, restrained, coerced or discriminated against because of the exercise of these rights.
- C. The Parties, in the conduct of their affairs, shall apply the provisions of this **MOU** equally to all **covered** employees without favor or discrimination **based on any of the protected classes or categories listed in City's Equal Employment Opportunity (EEO) Policy – Annual Statement, or because of** political or religious opinions or affiliations.

ARTICLE 20

Provisions of Law

If any part or provision of this **MOU** is in conflict or inconsistent with applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by an agency or court of competent jurisdiction, **those** parts or provisions shall be suspended and superseded by applicable laws or regulations, and the remainder of the **MOU** shall not be affected.

ARTICLE 21

Holidays

A. Fixed Holidays.

1. Fixed Holidays will be:
 - a. January 1;
 - b. Third Monday in January, known as “Dr. Martin Luther King, Jr.’s Birthday”;
 - c. Third Monday in February, known as “Presidents’ Day”;
 - d. March 31, known as “Cesar Chavez Day”;
 - e. Last Monday in May, known as “Memorial Day”;
 - f. July 4;
 - g. First Monday in September, known as “Labor Day”;
 - h. November 11, known as “Veterans; Day”;
 - i. Fourth Thursday in November, known as “Thanksgiving Day”; and
 - j. December 25; **and**
 - k. **Every day appointed by the City Council for a public fast, thanksgiving or holiday.**
2. If City Council changes City holidays, the **Parties** will re-negotiate the holidays for employees.
3. If January 1, March 31, July 4, November 11, or December 25 fall on a Sunday, the Monday following is City-observed holiday. **If any of the dates listed in this section** fall on a Saturday, the preceding Friday is City-observed holiday.

B. Floating Holiday.

1. In each fiscal year covered by the term of this **MOU**, each eligible employee available for a duty assignment on July 1, (as defined in Personnel Regulation **Manual Index Code H-2**) shall accrue credit for hours of holiday time equal to the hours worked in the employee’s normal work day of up to eight hours. Each employee accruing such time shall **schedule his or her floating holiday to comply** with the following conditions:
 - a. Employee must schedule **the floating holiday** prior to June 1;
 - b. **The floating holiday** must be a one-time absence and it must be used before the last day of the last full pay period in June; and
 - c. **The floating holiday must be taken** at a time convenient to the City Attorney or his or her designee.

ARTICLE 22

Direct Deposit

The City Attorney agrees to offer direct deposit of employee paychecks. All employees will be required to provide authorization to the City **Comptroller** to electronically deposit their paychecks to a financial institution of their choice (subject to electronic compatibility).

ARTICLE 23

Transportation Alternatives

- A. Employees who **use** the Concourse Parkade and pay on a monthly basis will be charged 50 percent of the prevailing general public monthly rate.
- B. **Employees participating in the Transportation Alternatives Program (TAP) shall pay 50 percent of the public daily rate, for up to fifty-two instances per year. Participation in TAP is limited, and is available to employees on a first-come, first-serve basis.**
- C. City will provide 75 **percent** reimbursement up to \$100 **per month** to those employees who wish to purchase monthly passes for transportation on the public bus, trolley, and commuter rail services, or who ride bicycles to work and utilize bicycle lockers. **Transportation** passes will be for the exclusive use of the employee **who purchased the pass**. City will provide an equal amount to employees who **use** the **San Diego Bay** ferry and to employees participating in a City approved vanpool program. Employees must utilize these subsidized transportation services to commute to and from work at least three **working days per week** to be eligible for reimbursements. Employees in violation of these provisions shall have their Transportation Incentives discontinued. **Payments for passes are made payable to the City Treasurer no later than the 12th day of the current month for the next month's pass. Payment is loaded on to issued Compass Cards.**
- D. City will provide reimbursement to employees who **use** the Concourse Parkade and carry riders. The rate of reimbursement will be calculated so that an employee who carries three riders will receive free parking.

ARTICLE 24

Recognition of City Policies

During the term of this MOU, all existing City policies and Administrative **Regulations** currently applicable to **DCAs** will remain in effect.

ARTICLE 25

Jury Duty Scheduling

When feasible and appropriate, Management agrees to make reasonable adjustments in an employee's work schedule when the employee is assigned to jury duty.

ARTICLE 26

Notice of Termination

For any employee covered by this MOU who has been employed by the Office as a DCA for at least two years, the City Attorney agrees to provide three weeks advance notice before terminating the employee, or three weeks pay in lieu of notice, or a combination of notice and pay, at the City Attorney's discretion. Any pay in lieu of notice paid pursuant to this Article will be paid at the end of said period. In either case, the employee will take appropriate steps to transition his or her duties to other attorneys in the Office.

ARTICLE 27

Employee Representation

An employee is entitled, upon his or her request, to representation by DCAA during an interview or investigation by City representatives that the employee reasonably believes may result in disciplinary action, and during any meeting at which Management intends to issue written disciplinary action, or to terminate an employee. The employee shall be permitted to consult with his or her representative, prior to the interview, investigation or meeting, provided the representative is available within a reasonable time period. The DCAA representative may not disrupt the interview, investigation, or meeting being conducted by City. However, DCAA representative can make suggestions, additions, or clarifications at an appropriate time during the interview, investigation or meeting.

ARTICLE 28

Fingerprinting

City shall bear the full cost of fingerprinting whenever fingerprinting is required of the employee.

ARTICLE 29

Copies of the Agreement

DCAA may obtain copies of this MOU from City by reimbursing City for their cost. City agrees to provide DCAA with twenty free copies of this MOU without charge, and City will provide

DCAA with an electronic version of this Agreement. The MOU will be posted on City's website in a location easily accessible to all DCAA members.

ARTICLE 30

Long Term Disability

When City proposes a revised **Long Term Disability** plan, the Parties shall reopen negotiations on this subject.

ARTICLE 31

Weapon-Free Workplace

DCAA represented employees are prohibited from possessing or storing firearms, even if lawfully owned, on the job or in City-controlled parking locations. City has stated its intent to adopt an Administrative Regulation on the subject of possession or storage of firearms and similar deadly weapons on the job or on City property and will meet and confer with DCAA over impacts.

ARTICLE 32

Volunteers

- A. City's Volunteer Program is governed by City Council Policy 300-01.
- B. A "volunteer" is defined as an individual or groups of individuals who offer themselves for some service or undertaking without being compensated by City.
- C. In accordance with City Council Policy No. 300-01, City will continue to optimize the use of volunteers where it is economically feasible, by developing volunteer opportunities throughout City. Volunteers are to be utilized only to supplement and complement the work performed by City personnel and without decreasing bargaining unit work or displacing existing City personnel.
- D. Parties understand that departments participating in City's Volunteer Program shall utilize volunteers to perform a number of tasks necessary to support volunteer programs. Projects performed by volunteers include, but are not limited to, the following:
 - 1. Legal Interns - supervised by Deputy City Attorneys, assist in drafting pleadings and conducting legal research.
 - 2. Volunteer Attorneys (both Civil and Criminal Divisions) - attorneys who want experience in criminal prosecution, community justice, civil litigation and civil advisory matters.
 - 3. Retired Deputy City Attorneys - acting in a mentoring role based on extensive years of experience with City.

ARTICLE 33

Labor Management Committee

The Management Team, as designated by the City Attorney, and DCAA will establish a joint Labor Management Committee (LMC) for the purpose of informally discussing issues and maintaining open communication between the Parties. The LMC shall meet every other month at a time and for a duration that is mutually agreeable to both the Management Team and DCAA. Each party may appoint up to three members to the LMC. The Parties understand that any discussions or proposals made during LMC meetings are not considered meet and confer negotiations under the MMBA. The Parties also understand that only agreements reached by mutual consent, reduced to writing, and signed off on by authorized representatives of both Parties will be binding.

Article 34

Take Home Vehicles

City has the right to adopt an Administrative Regulation regarding Take Home Vehicles. At the request of DCAA, City will meet and confer over the identified impacts on the adoption of the Administrative Regulation

Article 35

Discretionary Leave for Fiscal Year 2013

- A. All full time bargaining unit members will receive a one-time sixteen hours of discretionary leave for use during Fiscal Year 2013 and the discretionary leave identified in this Section has no eligibility requirements except as set forth in this Section. Three-quarter time employees will receive twelve hours of discretionary leave for use during Fiscal Year 2013. Half time employees will receive eight hours of discretionary leave for use during Fiscal Year 2013.
- B. Each employee will schedule his or her discretionary leave hours in the same manner as annual leave is presently scheduled pursuant to the Office's annual leave guidelines.
- C. All leave granted under this Article must be used by June 30, 2013 or it will be forfeited. The one-time sixteen hours of discretionary leave under this Article will sunset on June 30, 2013.
- D. The sunset provision of Section C above does not amend, modify or alter any discretionary leave that may be granted under Administrative Regulation 95.91 (Employee Recognition and Rewards Program).

APPENDIX A

Current Salary Table for Deputy City Attorneys			
As of July 1, 2009			
Grade	Step	Hourly	Annual
Deputy I	A	\$29.0470	\$60,417
	B	\$30.2070	\$62,830
	C	\$31.4160	\$65,345
	D	\$32.6720	\$67,958
Grade			
Deputy II	A	\$33.9790	\$70,677
	B	\$35.3380	\$73,503
	C	\$36.7530	\$76,446
	D	\$38.2210	\$79,500
Grade			
Deputy III	A	\$39.7500	\$82,680
	B	\$41.3400	\$85,988
	C	\$42.9940	\$89,428
	D	\$44.7140	\$93,005
	E	\$46.5040	\$96,729
	F	\$48.3630	\$100,594
Grade			
Deputy IV	A	\$50.2960	\$104,616
	B	\$52.3080	\$108,801
	C	\$54.4000	\$113,152
	D	\$56.5760	\$117,679
	E	\$58.8400	\$122,388
Grade			
Deputy V	A	\$61.1920	\$127,280
	B	\$63.6400	\$132,371
	C	\$66.1870	\$137,668
	D	\$68.8350	\$143,176
	E	\$71.5880	\$148,903
	F	\$74.4510	\$154,858
Grade			
Senior Deputy		\$74.1740	\$154,282
		\$86.1020	\$179,093
Additional steps are at the discretion of City Attorney			

APPENDIX B

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SAN DIEGO
AND THE DEPUTY CITY ATTORNEYS' ASSOCIATION**

Preamble. This Memorandum of Agreement ("MOA") is entered on this 24th day of July 2008, by and between the City of San Diego ("City") and the Deputy City Attorneys' Association ("DCAA") for the purpose of establishing a new pension plan for DCAA-represented non-safety employees hired on or after July 1, 2009. This MOA was ratified by a vote of the DCAA membership on July ~~25~~, 2008.

The parties agree that this new plan will be applicable to all non-safety employees hired on or after July 1, 2009, whether unclassified, unrepresented, or represented by another Union, and that the San Diego Municipal Code will be amended by Ordinance to implement the terms of this MOA.

Terms. The parties agree that the City's current pension plan which is codified in the San Diego Municipal Code will be amended to provide the following new pension plan terms for non-safety employees hired on or after July 1, 2009:

A. DEFINED BENEFIT PLAN

(1) Retirement Factors

Age 55: 1.00%	Age 61: 2.12%
Age 56: 1.25%	Age 62: 2.24%
Age 57: 1.65%	Age 63: 2.36%
Age 58: 1.758%	Age 64: 2.46%
Age 59: 1.874%	Age 65: 2.6%
Age 60: 2.00%	

(2) Final Average Compensation

The age-appropriate retirement factor will be applied to the average of the **three** highest years of compensation earned at any time during the employee's employment with the City. A "year" will be defined as it is presently in the Municipal Code. The right to retire at age 55 with twenty years of service or at age 62 with ten years of service remains unchanged.

(3) Cap

The defined benefit which results from this formula will be capped at 80% of the employee's final average compensation.

(4) City and Employee Contribution Rates

The parties understand and agree that this MOA does not establish the contribution rates to be paid by the City and participating employees for this new pension plan since this is a matter within the plenary authority of SDCERS pursuant to both the City Charter and the California Constitution. However, nothing in this MOA addresses or is intended to limit the rights or privileges the City or any other party may have, if any, with regard to SDCERS' setting of these contribution rates.

B. DEFINED CONTRIBUTION PLAN

A new defined contribution plan will be established by the City and administered by SDCERS. A mandatory contribution of 1% will be paid into this plan by both the City and the participating employee. Additional voluntary employee contributions, with no City match, will be permitted to the extent otherwise allowed by law.

C. RETIREE MEDICAL TRUST

A .25% mandatory City contribution and a matching mandatory .25% employee contribution will be paid into a Retiree Medical Trust.

The City will establish a Retiree Medical Trust and will engage in further meet and confer to determine collaboratively the details related to (1) the manner and means of administering such a Trust, and (2) the nature and scope of the benefits to be available and on what terms. Additional voluntary employee contributions, with no City match, will be permitted to the extent otherwise allowed by law.

D. NO PARTICIPATION IN THE CITY'S SUPPLEMENTAL PENSION SAVINGS PLAN

Employees covered by this new plan will not participate in the City's Supplemental Pension Savings Plan. However, the City's current 401(k) and 457 Plans will remain available to employees covered by this new plan on the same terms as are available to employees not covered by this new pension plan.

No Other Changes to the SDMC.

Except as described above, all other provisions of the San Diego Municipal Code related to the City's pension plan will remain unchanged and be applicable to non-safety employees hired on or after July 1, 2009.

Waiver of Legal Claims. The parties agree that this MOA resolves all issues related to the establishment of a new employee pension plan and a proposed ballot measure. Accordingly, each party waives the right to challenge the proceedings which

led to this MOA through PERB or in any other forum.

However, this MOA does not constitute a waiver or otherwise affect the rights of the parties as to other issues related to the 2008 labor negotiations; nor can this MOA be used as evidence in any such claim before PERB or in any other legal proceeding.

IN WITNESS THEREOF, the undersigned agree to submit this MOA to the City Council for adoption.

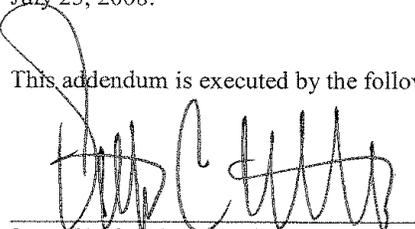
Deputy City Attorneys' Association	City of San Diego
By: <u>Andrew Gomo 7/25/08</u>	By: <u>[Signature]</u>

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SAN DIEGO AND THE DEPUTY CITY ATTORNEYS
ASSOCIATION (DCAA)
REGARDING NEW PENSION PLAN FOR
EMPLOYEES HIRED ON OR AFTER JULY 1, 2009**

Addendum 1

The parties agree that the retirement factor for Age 64 under the Defined Benefit Plan should be 2.48% and not 2.46% as previously noted on the July 24, 2008, agreement ratified by DCAA on July 25, 2008.

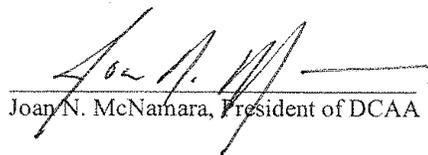
This addendum is executed by the following authorized representatives of each party:



Scott Chadwick, City of San Diego

21 SEP 2009

Date



Joan N. McNamara, President of DCAA

September 18, 2009

Date

IN WITNESS WHEREOF, the undersigned agree to submit this Memorandum of Understanding effective July 1, 2012 – June 30, 2013, to the appropriate bodies.

Deputy City Attorneys Association

(Signature on file, available upon request)

Richard Castle, Esq., Lead Negotiator

(Signature on file, available upon request)

Date

Michael Hudson, President

(Signature on file, available upon request)

Date

Michael Herrin, Vice President

Date

City of San Diego

(Signature on file, available upon request)

Scott Chadwick, Human Resources Director

(Signature on file, available upon request)

Date

Timothy Davis, Lead Negotiator

(Signature on file, available upon request)

Date

Karen DeCrescenzo, Labor Relations Officer

(Signature on file, available upon request)

Date

Jennifer Carbuca, Human Resources Deputy Director

(Signature on file, available upon request)

Date

Andrew Jones, Assistant City Attorney

(Signature on file, available upon request)

Date

Tanya Tomlinson, City Attorneys' Office Deputy Director

(Signature on file, available upon request)

Date

Greg Bych, Risk Management Director

(Signature on file, available upon request)

Date

Valerie VanDeweghe, Risk Management Deputy Director

(Signature on file, available upon request)

Date

Marcelle Rossman, Financial Operations Manager

Date

For the City of San Diego, I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, 2012.

TIMOTHY L. DAVIS:

By:

**TIMOTHY L. DAVIS, ESQ.,
BURKE, WILLIAMS & SORENSEN, LLP**
(Signature on file, available upon request)

SIGNED

DATE _____