SIDE LETTER AGREEMENT
BETWEEN THE
CITY OF SAN DIEGO (CITY) AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 127 (LOCAL 127) RELATED TO HELICOPTER MECHANICS

Pursuant to the provisions of the Meyers-Milias-Brown Act (MMBA), this Side Letter Agreement (Agreement) is entered into on August 10, 2015, between the City of San Diego (City) and the American Federation of State, County and Municipal Employees, Local 127 (Union). The City and Local 127 are collectively referred to herein as the "Parties."

The Parties agree to the following facts supporting this Agreement:

A. The City and the Union have met and conferred in good faith in accordance with the MMBA concerning the terms and conditions of this Agreement and its implementation.

B. This Agreement relates to employees in the classification of Helicopter Mechanic, which was created by the San Diego City Council, in adopting the Fiscal Year 2016 Salary Ordinance, which is San Diego Ordinance O-20484 (Apr. 21, 2015) (Fiscal Year 2016 Salary Ordinance). Employees in the classification of Helicopter Mechanic are in the City's Fire-Rescue Department, and are represented by the Union.

C. This Agreement modifies the terms and conditions of employment for Union employees as specified, and is intended to be read in conjunction with the Memorandum of Understanding covering the term July 1, 2013 to June 30, 2018, approved by the City Council by San Diego Resolution R-308480 (Oct. 15, 2013) (MOU).

D. This Agreement is entered into under the authority of Article 7, paragraph C, of the MOU, with the approval of the Mayor or his designee and the President of the Union or his designee. This Agreement is necessary to implement the policies of the Council as set forth in the MOU and the Fiscal Year 2016 Salary Ordinance.

E. In approving this Agreement, the Mayor's designee, on behalf of the City, warrants that the City's Fire-Rescue Department has adequate funds in its Fiscal Year 2016 approved budget to cover the costs of this Agreement, and no further appropriations are needed for Fiscal Year 2016. Further, the City's Fire-Rescue Department will recommend continued funding of this Agreement, through the annual budget process, through the term of the MOU.

F. Article 33, paragraph A(2), of the MOU, states that the City agrees to provide all safety equipment to Union employees as required by applicable state law.

In consideration of the facts recited above and the Parties' mutual obligations under the MMBA, the Parties agree as follows:

1. Specific provisions in this Agreement supersede any previous agreements, whether oral and written, regarding the subject matter of this Agreement. However, all wages, hours, and other terms and conditions of employment presently enjoyed by Union-represented employees, and in the MOU, remain in full force and effect.

2. In accordance with the provisions of Article 33, paragraph A(5) of the MOU, the City's Fire-Rescue Department desires to treat the employees in the classification of Helicopter Mechanic in the same manner as other vehicle technicians and mechanics and as such will provide and maintain ten sets of pants and shirts, and one nomex flight suit for each employee in the classification of Helicopter Mechanic.

3. Employees in the classification of Helicopter Mechanic are subject to all of the provisions in Article 36, Tools/Tool Allowance, of the MOU, including the provision in paragraph A(1)(a), which states that employees in specified classifications, who engage in vehicle maintenance and repair, must provide and maintain the outfitting of tools and tool boxes at their own expense. As new employees, Helicopter Mechanics must provide their own hand tools, in accordance with paragraph A(2) and A(3). However, the City will provide power tools, in accordance with paragraph A(4).

4. Employees in the classification of Helicopter Mechanic will be treated in the same manner as other employees, engaged in vehicle maintenance and repair, and will be provided with the tool allowances, under the conditions, set forth in Article 36, paragraph C.

5. The Parties will incorporate the terms of this Agreement into any successor MOU negotiated between the City and the Union.

6. This Agreement will remain in effect unless it is modified through further negotiations in accordance with the MMBA and Council Policy 300-06.

This Agreement is executed on this 10th of August, 2015, by the following authorized representatives of each party:

AFSCME Local 127

Frank Pitarro, President
AFSCME, Local 127

City of San Diego

Brian Fennessy, Assistant Fire Chief
San Diego Fire-Rescue Department

Abby Jarl-Veltz, Labor Relations Manager
Human Resources Department

Colin Brazile, Human Resources Officer
Human Resources Department