

RESOLUTION NUMBER R- 306738

DATE OF FINAL PASSAGE APR 25 2011

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO APPROVING A TENTATIVE AGREEMENT
BETWEEN THE CITY AND SAN DIEGO CITY
FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIRE
FIIGHTERS LOCAL 145, REGARDING TERMS AND
CONDITIONS OF EMPLOYMENT FOR FISCAL YEAR 2012.

WHEREAS, from February 7, 2011, until April 4, 2011, the Management Team of the City of San Diego (City) met and conferred with San Diego City Firefighters, International Association of Fire Fighters Local 145 (Local 145) regarding wages, hours, and other terms and conditions of employment for employees represented by Local 145 in the Classified Service of the City, and made detailed recommendations to the City Council in relation thereto; and

WHEREAS, the Meyers-Milias-Brown Act (MMBA), at California Government Code sections 3500 through 3511, is the state law that governs labor relations between the City and its represented employees in the City's recognized employee organizations, including Local 145; and

WHEREAS, the MMBA requires the City to engage in collective bargaining with its recognized employee organizations, including Local 145, in an effort to reach agreement on terms and conditions of employment within the scope of representation prior to the adoption of the City's final budget for the ensuing fiscal year; and

WHEREAS, California Government Code section 3505.1 provides if agreement is reached by the designated representatives of the City, referred to as the City's Management Team, and a recognized employee organization, the City's Management Team and the recognized employee organization shall jointly prepare a written memorandum of understanding (MOU), which shall not be binding, until approved by the City Council, and present it to the City Council, as the governing body, for determination; and

WHEREAS, on April 4, 2011, the City's Management Team and representatives of Local 145 reached tentative agreement on terms and conditions of employment for a one-year MOU, for a term to begin July 1, 2011; and

WHEREAS, the tentative agreement is subject to ratification and approval by the members of Local 145; and

WHEREAS, the tentative agreement is further subject to approval by the City Council, as provided by the MMBA, specifically California Government Code section 3505.1, and San Diego City Council Policy 300-06; and

WHEREAS, it is the desire of the City Council that the terms set forth in the tentative agreement, attached as Exhibit A, be documented in an MOU and brought before the City Council at a later date for final determination; and


WHEREAS, the City Council desires to approve the terms set forth in the tentative agreement in Exhibit A, so long as this approval is contingent upon and subject to ratification and approval of the tentative agreement and MOU by a simple majority of Local 145 members

and further contingent upon and subject to the City's Management Team and Local 145 representatives jointly bringing forward an MOU at a later date for final determination by the City Council; NOW, THEREFORE,

BE IT RESOLVED that, pursuant to the authority of the MMBA and City Council Policy 300-06, the Council of the City of San Diego approves the tentative agreement between the City and Local 145, attached as Exhibit A; such approval being contingent upon and subject to ratification and approval of a simple majority of Local 145 members.

BE IT FURTHER RESOLVED that the City Council directs the City's Management Team to jointly prepare with representatives of Local 145 the written MOU and present it to the City Council at a later date for final determination.

APPROVED: JAN I. GOLDSMITH, City Attorney

By 
Joan F. Dawson
Deputy City Attorney

JFD:ccm
4/6/2011
Or.Dept:Human Resources

CITY OF SAN DIEGO (City)
And
Local 145, International Association of Fire Fighters

The City and Local 145, International Association of Fire Fighters have negotiated and reached a tentative agreement on the following provisions of the Memorandum of Understanding ("MOU"). In accordance with the understanding between the parties, no tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative agreement is subject to ratification by Local 145, International Association of Fire Fighters and adoption by the City Council.

TENTATIVE AGREEMENT

<p>TERM: 1 year</p>	<p>Revise Article 27, Term to read:</p> <p>This Memorandum of Understanding shall term of this Memorandum shall begin at begin at 12:01 a.m. on July 1, 201109; however, the effective date for the initial payroll changes of all changes affecting payroll shall be July 21, 201109. This MOU Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2012. the end of June 30, 2011.</p>
<p>SALARY: No compensation increases. Maintain 6% compensation reduction and freeze salary schedule for the term.</p>	<p>Revise Article 24, Salaries/Compensation to read:</p> <p>There will be no general salary increase for the one two-year term of this MOU.</p>
<p>DROP REOPENER Existing language under MOU Article 23, B, DROP to ensure that it is cost neutral</p>	<p>ARTICLE 23, Retirement:</p> <p>A. SDCERS Employee pickup/offset Effective July 1, 2009, the City's offset or "pick-up" of employee pension contributions for employees in Local 145 represented bargaining unit shall be eliminated.</p> <p>B. DROP The DROP annuity option will be eliminated for all employees who enter DROP on</p>

	<p>or after July 1, 2009 when a unit member transitions from DROP active status to DROP retired status.</p> <p>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.</p> <p>Effective July 1, 2009, interest will be credited to the Member's DROP account at a rate determined by the SDCERS Board.</p>
<p>RETIREMENT FACTOR: New Retirement Factor</p>	<p>Revise Article 23, Retirement to add language as follows:</p> <p>New Retirement Factor Computation for Safety Members, hired on or after January 1, 2012, as firefighters of the City Fire Department.</p> <p>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 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:</p> <p>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</p>

	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.
TERMINAL LEAVE: Eliminate Terminal Leave	Add New Article 61, Terminal Leave to read: Terminal Leave is eliminated effective 7/1/11.
IMPASSE PROCEDURE: Eliminate Impasse Procedure	Delete Article 32, Impasse Procedure
DISCIPLINARY ACTIONS AND APPEALS	Revise Article 43, Disciplinary Actions and Appeals to add section D as follows: 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 this Article shall be utilized by Fire Management unless by mutual agreement.
RETIREE MEDICAL BENEFITS	Revise Article 23, Retirement to add section 1.B.4(e) as follows: 1.B.1. Reopening of Meet and Confer Regarding 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 1, 2011 April 15, 2011 in order to fulfill obligations under the City's Impasse Procedure. 1.B.4(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 1.B.4(d), to impose its last,

	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.
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	<p>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 1.B.4 entitled: "<u>Reservation of Rights, Failure to Reach Agreement and Return to the Status Quo Ante</u>".</p>
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This Agreement is executed on this 4th day of April, 2011 by the following authorized representatives of each party.

Local 145, International Association of Fire Fighters

Grant De Cleuz
Local 145, International Association of Fire Fighters, President

4/4/11
Date

Local 145, International Association of Fire Fighters, Vice President

Date
4-4-11

Local 145, International Association of Fire Fighters, Representative

Date
4/4/11

Local 145, International Association of Fire Fighters, Representative

Date

Local 145, International Association of Fire Fighters, Representative

Date

City of San Diego

Scott Chalwick
Scott Chalwick, Human Resources Director

4 APR 11
Date

Tim Davis, Lead Negotiator

4-4-11
Date

Judy von Kalnowski, Human Resources Deputy Director

Date

Karen DeCrescenzo
Karen DeCrescenzo, Labor Relations Officer

4/4/11
Date

Fennessy, Brian

Date

Doug Nakama

Date

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of APR 11 2011.

ELIZABETH S. MALAND
City Clerk

By Mary Zuma
Deputy City Clerk

Approved: 4-25-11
(date)

JSL
JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor