

**CITY OF CHULA VISTA
AND
IAFF LOCAL 2180**

SIDE LETTER OF AGREEMENT

FEBRUARY 9, 2009

The City of Chula Vista ("City") and IAFF Local 2180 ("IAFF") hereby enter into a Side Letter with the following terms:

1. In light of the City's budget deficit, IAFF agrees to defer the 4% COLA effective January 1, 2009, and the 4% COLA effective January 1, 2010, that are provided for in the MOU between the City and IAFF. Instead, IAFF will receive wage increases as follows:
 - a. Jan. 1, 2011 2.0%
 - b. July 1, 2011 1.5%
 - c. Jan. 1, 2012 1.5%
 - d. July 1, 2012 1.5%
 - e. Jan. 1, 2013 1.5%
2. The parties will extend the current MOU for three years, such that it will now expire on June 30, 2013, instead of June 30, 2010.
3. Either party can request a reopener on the issue of salary only in March 2011, with any change effective in July 2011 if the parties reach agreement, otherwise effective upon conclusion of, or mutually agreed upon commencement date after initiation of the City's impasse procedure in the Employer-Employee Relations Policy.
4. The minimum staffing level for Fire Suppression employees shall be 38 employees per day, provided that the City identifies at least \$10 million per year in additional revenue by June 30, 2009. The 38 employees shall consist of 2 Operational Battalion Chiefs, 11 Captains, 11 Engineers and 14 Firefighters. All vacancies to be filled by off duty personnel only. All other provisions of the MOU regarding the operation of constant staffing to remain in effect.
5. The minimum staffing level for 40-hour positions assigned to the Training Division shall be four personnel with classifications of at least one Battalion Chief, one Captain and two Engineers, provided that the City identifies at least \$10 million per year in additional revenue by June 30, 2009 (this is the same \$10 million per year in additional revenue referred to in paragraph 4 above).
6. The City agrees upon execution of this Side Letter by IAFF Local 2180 that the Fire Battalion Chiefs shall be represented by the IAFF Local 2180 bargaining

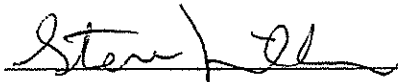
group. The parties will meet and confer regarding the details of integrating the Battalion Chiefs into the bargaining unit.

7. Upon presentation of reasonable written verification that Fire Prevention personnel (Senior Fire Inspector, Fire Prevention Engineer and Fire Inspector) desire to be placed into Local 2180 and reasonable written verification that no City bargaining units object to said modification, then the Fire Prevention personnel (Senior Fire Inspector, Fire Prevention Engineer and Fire Inspector) shall be represented by and be a part of IAFF Local 2180. In this event, the parties will meet and confer regarding the details of integrating these personnel into the bargaining unit.

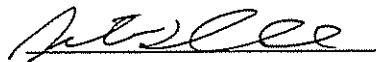
8. Prior to January 2011, a Retirement Medical Trust ("RMT") will be established in the same format the City has agreed to utilize in its Side Letter with the Chula Vista Police Officers' Association ("POA"). Commencing January 2011, the City will contribute \$100 per employee represented by IAFF per month into the RMT. These contributions by the City to the RMT will cease at the end of the contract, June 30, 2013. Thereafter, employees will contribute \$100 per month into the RMT by automatic deduction from the salary of each employee and remitted monthly to the plan administrator. There shall be no City contributions to the RMT after June 30, 2013. An employee can use vacation pay due upon separation for contributions to the RMT. The City will pay one-time administrative start up costs to establish the RMT, up to a cap of \$2500.

This Side Letter is executed on February 11, 2009.

IAFF Local 2180



City Of Chula Vista



**CITY OF CHULA VISTA
AND
CHULA VISTA POLICE OFFICERS ASSOCIATION**

SIDE LETTER OF AGREEMENT

JANUARY 26, 2009

The City of Chula Vista ("City") and the Chula Vista Police Officers Association ("POA") hereby enter into a Side Letter with the following terms:

1. POA will give up the 3% January 1, 2009 wage increase. POA will give up the 4% January 1, 2010 wage increase. Instead, commence salary increases as follows:
 - a. July 1, 2010 1.0%
 - b. Jan. 1, 2011 1.0%
 - c. July 1, 2011 1.0%
 - d. Jan. 1, 2012 1.5%
 - e. July 1, 2012 1.5%
 - f. Jan. 1, 2013 1.0%
2. Commencing March 2009, the City will contribute \$100 per member per month into the Retiree Medical Trust ("RMT").
3. A six-month shift rotation for all patrol personnel shall be implemented July 1, 2009. A committee to handle operational concerns shall be immediately implemented as follows:

 - a. 2 members chosen by the Board of Directors of the POA;
 - b. 2 members chosen by Police Administration;
 - c. 1 member chosen by the above four mutually.

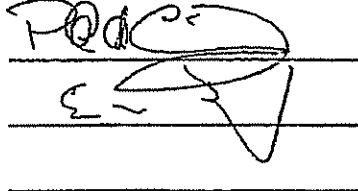
The committee will address issues including (1) transition to the new six month shift rotation, and (2) an adequate distribution of senior and junior officers across all shifts and working days.

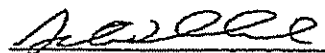
4. Establish 4/10 work schedule for all sworn members effective July 1, 2009.
5. Increase CTO accrual cap to 120 hours.
6. Contract term changed to July 1, 2005 through June 30, 2013. No reopener.

This Side Letter is executed on January 27, 2009.

Chula Vista Police Officers Assn.

City Of Chula Vista





**City of Chula Vista
And
Western Council of Engineers**

Side Letter of Agreement


The parties agree to the following Side Letter of Agreement:

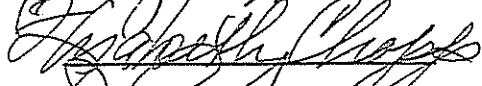
1. In light of the City's budget deficit, WCE will give up the 4% COLAs provided for in Article 2.01 of the MOU with the City effective January 1, 2009 and January 1, 2010. The City agrees that WCE members can take five days of special leave with pay in both 2009 and 2010.
2. The City agrees that the above concessions avoid the layoff of two Associate Engineers in General Fund positions through June 30, 2010.
3. The savings generated by the above concessions by WCE will be used to avoid layoffs of WCE-represented members. If the City uses the savings generated by WCE giving up these COLAs to avoid layoffs in another bargaining unit, this Side Letter will become null and void, and the City must pay the full 4% COLAs effective January 1, 2009 and January 1, 2010 to WCE-represented employees.
4. The parties will extend all other terms of the current MOU for two years, such that it will now expire on June 30, 2012, instead of June 30, 2010.
5. Either party can request a reopener on the issue of wages as addressed in Article 2.01 during the periods of July 1, 2010 through September 30, 2010 and/or July 1, 2011 through September 30, 2011, with any changes to take effect during the calendar years of 2011 and 2012, respectively.
6. If the City has been notified by March 31, 2009, that it will receive at least \$3 million from the San Diego Regional Economic Stimulus Proposal (see SANDAG memo dated December 5, 2008) or any other capital-related economic stimulus package distributed through a federal, state, or regional governmental authority, and that such funds will be received or a notice to proceed has been received from the funding source by June 30, 2009, then the City will agree not to eliminate the position of a Senior Civil Engineer supported by the Development Services Fund (that position is currently identified for elimination).
7. The City agrees to "backfill" (i.e. reinstate from the layoff list, hire or place another qualified employee into that position rather than eliminating the position) any General Fund position vacated by a WCE-represented employee, provided the position is vacated on or before June 30, 2009.

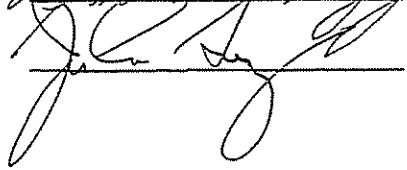
8. In addition to the reopener described above in paragraph 5, WCE may request a reopener to discuss possible additions to the list of represented positions in Article 1.02. Recognition may be discussed and implemented during the term of this MOU, and the extended term of the MOU, with the concurrence of WCE and the City.

This Side Letter is executed on January 9, 2009.

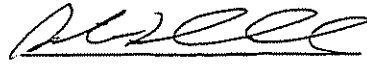
Western Council of Engineers







City Of Chula Vista



City of Chula Vista and CVEA/SEIU Local 221

Side Letter of Agreement

The City of Chula Vista ("the City") and Chula Vista Employees Association/SEIU Local 221 ("CVEA") agree to the following Side Letter:

1. In light of the City's budget deficit, CVEA will give up the 4% COLAs provided for in the MOU with the City effective January 1, 2009 and January 1, 2010.
2. The parties will extend the current MOU for two years, such that it will now expire on June 30, 2012, instead of June 30, 2010.
3. Either party can request a reopener on the issue of wages only in March 2010, with any change effective in July 2010, and/or in March 2011, with any change effective in July 2011.
4. The savings generated by CVEA giving up its 4% COLAs effective January 1, 2009 and January 1, 2010 will be used to avoid layoffs of CVEA-represented employees, based on the actual cost of CVEA-represented employees. If the City uses the savings generated by CVEA giving up these COLAs to avoid layoffs in another bargaining unit, this Side Letter will become null and void, and the City must pay the 4% COLAs effective January 1, 2009 and January 1, 2010 to CVEA-represented employees. In addition, if another bargaining unit at the City does not give up all of its COLAs that are effective January 1, 2009 and January 1, 2010, and as a result of this, the City requires additional layoffs from the CVEA bargaining unit, then CVEA-represented employees will receive the same COLAs as those provided to the other bargaining unit that did not give up all of its COLAs and caused additional layoffs within CVEA. The references in this paragraph to another bargaining unit do not apply to the Western Council of Engineers.
5. In January 2011 and January 2012, CVEA-represented employees will receive a wage increase, if such increase is warranted, according to a Salary Range Adjustment ("SRA") analysis performed by the City prior to each such year. The SRA will be performed as follows:
 - a. The parties will agree to benchmark classifications, so that a comparison can be done against comparable classifications in agreed upon cities.
 - b. The parties will agree to an appropriate list of San Diego County cities for the SRA analysis.
 - c. A comparison will be done between the base wage rates paid for the benchmark classifications at the City of Chula Vista against the base wage rates for comparable classifications at the agreed upon cities.
 - d. The City and CVEA agree to meet to determine the benchmark classifications and the positions in the same classification series, and to

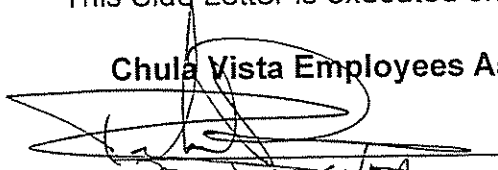
agree upon the San Diego County cities that will be used for the salary comparisons. In addition, the City will conduct a new SRA analysis for later use as described in paragraphs (e) and (f) below. The work in this subparagraph will be done no later than February 28, 2009.

- e. For purposes of the 2011 and 2012 SRA analysis, if the base wage rate for a benchmarked position at the City of Chula Vista is at a lower percentile when compared to the percentile it was at as determined by the SRA analysis in 2009 conducted pursuant to paragraph (d) above, then the benchmarked position will be increased to the comparable percentile. This increase will apply to all positions in the same classification series. However, no increase in 2011 or 2012 will exceed 4% per year.
- f. The City and CVEA agree to meet no later than November 15, 2010 and November 15, 2011 to determine if salary range adjustments are required under subparagraph (e) above effective January 2011 and/or January 2012.

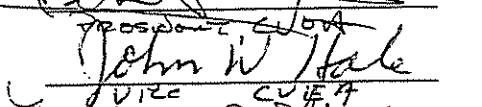
This Side Letter is executed on January 12, 2009.

Chula Vista Employees Assn./SEIU Local 221

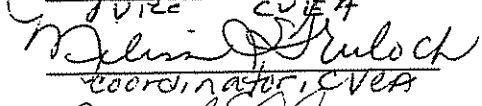
City Of Chula Vista



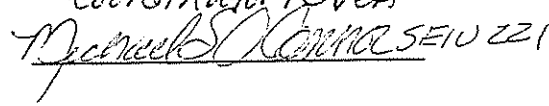
PRESIDENT, CVBA



VICE PRESIDENT, CVEA



COORDINATOR, CVEA



LOCAL 221

