

## SETTLEMENT AGREEMENT

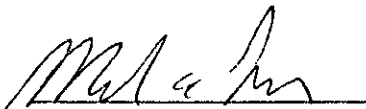
This is a settlement agreement between the Vista City Maintenance Employees Association (VCMA) and the City of Vista (City). VCMA and the City are parties to an unfair practice charge (LA-CE-612-M) in which VCMA has alleged that the City violated the Meyers Millias Brown Act by contracting out certain services without notice and an opportunity to bargain. The City denies that it has engaged in any wrongdoing.

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, VCMA and the City agree to resolve the above-captioned unfair practice charge before PERB as follows:

1. VCMA hereby withdraws Unfair Practice Charge No. LA-CE-612-M with prejudice based on the following understanding:
  - a. The MOU between the City and the VCMA will be extended by one year, to June 30, 2013;
  - b. The 4/10 work schedule will be maintained through the end of the MOU (ie., through June 30, 2013);
  - c. The City will pick up 75% of the increase in medical insurance premiums for the 2011/12 and 2012/13 plan years;
  - d. Notwithstanding the above, if medical insurance premiums are proposed to exceed 10% for the 2012/13 plan year the City may reopen negotiations on insurance. If negotiations are reopened, the City agrees that it will pick up at least 50% of the increase in medical insurance premiums regardless of any change that may occur in the insurance benefit;
  - e. The parties agree to reopen negotiations for the 2012/13fy regarding a possible 2<sup>nd</sup> tier retirement plan.
2. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement. In addition, neither party is waiving the merits of any claims or positions it has taken in this matter.
3. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

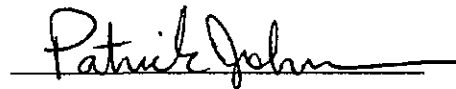
4. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of themselves or their principals.
5. This Agreement will become effective upon the signing of this Agreement and VCMA's submittal to PERB of a request of withdrawal of its unfair practice charge.

For VCMA:



6-1-11  
Date

For City of Vista:



June 2, 2011  
Date