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8 Attorney for Respondent and Defendant San Diego Police Officers Association Incorporated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO**

11	CITY OF SAN DIEGO,	)	CASE NO: 37-2009-00086499-CU-PT-CTL
12)	
13	Petitioner and Plaintiff,)	
14		)	DECLARATION OF POLICE
15	v.	)	OFFICER JEFF JORDON
16)	
17	SAN DIEGO POLICE OFFICERS)	
18	ASSOCIATION INCORPORATED,)	
19	and DOES 1 to 100, inclusive,)	
20)	
21	Respondent and Defendant.	)	Date: June 25, 2009
22		)	Time: 9:00 a.m.
23)	Judge: Hon. David B. Oberholtzer
24)	Dept: C-67
25)	Action Filed: April 1, 2009
26)	
27)	
28)	

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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN DIEGO

11	CITY OF SAN DIEGO,)	CASE NO: 37-2009-00086499-CU-PT-CTL
12)	
13	Petitioner and Plaintiff,	)	DECLARATION OF JEFF JORDON
14		)	IN SUPPORT OF SAN DIEGO
15	v.	)	POLICE OFFICERS ASSOCIATION
16		)	INCORPORATED'S APPLICATION
17	SAN DIEGO POLICE OFFICERS	)	FOR PRELIMINARY INJUNCTION
18	ASSOCIATION INCORPORATED,)	
19	and DOES 1 to 100, inclusive,)	
20)	
21	Respondent and Defendant.	)	Date: June 8, 2009
22		)	Time: 1:45 p.m.
23		)	Judge: Hon. David B. Oberholtzer
24		)	Dept: C-67
25		)	Action Filed: April 1, 2009

26 I, Jeff Jordon, declare as follows:

27 1. I am the current Vice President of the San Diego Police Officers Association
28 Incorporated ("SDPOA"). I have personal knowledge of the matters stated herein and if called to
do so could testify competently thereto.

29 2. In June of 2001, I joined the San Diego Police Department as a recruit officer.
30 My decision was not an easy one and was made only after a careful analysis of the benefits and
31 compensation offered by the City of San Diego to new employees.

32 3. Prior to 2001, I spent approximately six and a half years as a police officer in New
33 Jersey and had obtained the rank of Corporal. I had also taken, and scored very high, on the
34 promotional examination for Sergeant. I knew there was a strong possibility that I would be

1 promoted quickly if I remained with my former police department, but my wife and I enjoyed
2 Southern California and I started to explore the possibility of relocating to a police department in
3 this area.

4 4. Since I had served as a labor representative in negotiations with my former
5 employer, I was very familiar with the types of benefits that employer's typically offered to
6 employees. One benefit that I was not familiar with until I began speaking with San Diego
7 Police Department ("SDPD") recruiters and officers, was the Deferred Retirement Option Plan
8 ("DROP"). When I learned about the financial benefits of San Diego's DROP, it alleviated many
9 of the financial concerns that I had about joining SDPD.

10 5. By joining SDPD, I knew that I would be taking an immediate \$40,000 pay cut
11 and that it would be close to a decade before my salary in San Diego equaled my pay from New
12 Jersey. Specifically, in 2001 I made \$87,471 in New Jersey as an officer and in 2007 I was paid
13 \$86,489 by the City of San Diego.

14 6. I also knew that San Diego's DROP would enable me to recoup much of the
15 salary cut that I would be losing by leaving New Jersey, but it would not be until I reached
16 retirement age. After much consideration and long range financial planning, I decided to join the
17 SDPD. San Diego's DROP was a major factor in this decision, because in 2001 I also received a
18 job offer with the Los Angeles Police Department (LAPD). At that time LAPD did not have a
19 DROP program, but they do now.

20 7. If the City of San Diego changes the entry age of DROP to 55, I will be severely
21 financially harmed, and the terms under which I was recruited to SDPD will have changed
22 substantially.

23 8. I have been on the SDPOA's negotiating team for the past three years. I am very
24 familiar with the memoranda of understanding ("MOU") between the City and the SDPOA since
25 1998. Beginning with the MOU effective on July 1, 1998, the City and the SDPOA entered into
26 five separate contracts.

27 9. During negotiations between the City and the SDPOA in the Spring of 2009 for an
28 MOU governing the period after the current MOU expires on June 30, 2009, the City proposed

1 eliminating DROP for all SDPOA members not yet in DROP.

2 10. The SDPOA negotiating team responded it was not authorized to negotiate this
3 retirement benefit away from SDPOA members because of the language in five previous MOUs
4 that “[t]he Member is 100% vested in the DROP from its inception.”

5 11. The City proposed to the SDPOA that a term of a new MOU would include
6 increasing the eligible entry age for SDPOA members to participate in DROP, from age 50, to
7 age 55.

8 12. The City acknowledged that this provision “[w]ould likely generate the same
9 savings as elimination of DROP.” (Notice of Lodgment in Support of San Diego Police Officers
10 Association Incorporated’s Application for Preliminary Injunction (“NOL”), Exh. 5.)

11 13. When the SDPOA and the City could not reach agreement upon a new MOU, the
12 City Council voted on April 14, 2009, to impose the terms of its “Last Best and Final Offer” on
13 the SDPOA. (NOL, Exh. 4 [“City’s Last Best and Final Offer to Define the Status Quo for FY
14 2010 SDPOA, dated April 8, 2009].)

15 14. The City’s imposed contract terms include the following changes to Article 44:
16 (1) “Effective July 1, 2009, a unit safety member must be age 55 or older . . . to participate in
17 DROP[,]” (2) Effective July 1, 2009, interest will be credited to the Member’s DROP account at
18 a rate determined by the SDCERS Board.” (NOL, Exh. 4, p. 1.)

19 15. The City provided no new advantages whatsoever for these pension benefit
20 reductions.

21 16. The City has not conducted votes under Charter section 143.1 for either of these
22 pension benefit reductions.

23 17. I am aware that police officers Byron Hibshman, Paul Harris, Gary Rivers, Robert
24 Schenkelberg, John Stricklin, Dianna Webb, and Angie Zdunich, will make the irrevocable
25 decision to join DROP and retire from public service sooner than they otherwise would have
26 because of the City’s unilaterally-imposed decision to increase the DROP entry age for SDPOA
27 members to age 55. These officers have more than 160 years of combined service, and there are
28 many more officers who will be affected.

1 18. I am aware that police officers John Austin, Alan Hayward, Anthony K. Johnson,
2 Scott Johnston, William Nemeec, Michael Parga, Thomas Rhodes, Steve Robinson, and Joycelyn
3 S. Thomas, will make the irrevocable decision to retire from public service sooner than they
4 otherwise would have because of the City's unilaterally-imposed decision not to pay interest on
5 DROP accounts as agreed in five successive MOUs. These officers have more than 260 years of
6 combined service, and there are many more officers who will be affected.

7 19. Attached to the accompanying Notice of Lodgment in Support of San Diego
8 Police Officers Association Incorporated's Application for Preliminary Injunction are true and
9 correct copies of:

- 10 Exhibit 4: City of San Diego's Last Best and Final Offer to Define the Status Quo for
11 FY2010 dated April 8, 2009;
- 12 Exhibit 5: City of San Diego's Proposal for POA Cost breakdown;
- 13 Exhibit 8: Excerpts from the Memorandum of Understanding, dated July 1, 1998,
14 between the City of San Diego and the SDPOA;
- 15 Exhibit 9: Excerpts from Memorandum of Understanding, dated July 1, 2000,
16 between the City of San Diego and the SDPOA;
- 17 Exhibit 10: Excerpts from Memorandum of Understanding, dated July 1, 2003,
18 between the City of San Diego and the SDPOA;
- 19 Exhibit 11: Excerpts from Memorandum of Understanding, dated July 1, 2007,
20 between the City of San Diego and the SDPOA;
- 21 Exhibit 12: Confidential Memorandum dated September 23, 2003, from Curiale,
22 Dellaverson, Hirschfield, Kraemer & Sloan, LLP, to Michael Rivo, Deputy
23 City Attorney, City of San Diego; and
- 24 Exhibit 13: City of San Diego Police Department Career Information, revised
25 November, 2001.

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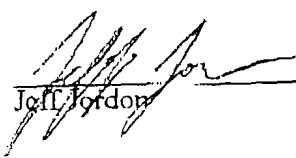
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 1st day of June, 2009, at San Diego, California.



Jeff Jordan