

CITY OF MOUNTAIN VIEW
RESOLUTION NO.
SERIES 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO AMEND THE
MEMORANDUM OF UNDERSTANDING BETWEEN THE
MOUNTAIN VIEW POLICE OFFICERS ASSOCIATION AND THE CITY
FOR THE PERIOD OF JULY 1, 2021 THROUGH JUNE 30, 2023

WHEREAS, the City's current Memorandum of Understanding with the Police Officers Association (POA) (July 1, 2020 to June 30, 2021) expires June 30, 2021; and

WHEREAS, a successor Memorandum of Understanding has been negotiated; and

WHEREAS, the provisions of the current Memorandum of Understanding that are changing or new provisions are summarized herein;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain View that the following amendments to the Memorandum of Understanding are approved:

1. Term: Two-year compensation package beginning July 1, 2021 and ending June 30, 2023.

2. 3.0% COLA, Fiscal Year 2021-22: Effective June 27, 2021, the City shall amend the salary plan to increase the salary ranges of all POA (sworn and nonsworn) employees by a 3.0% cost-of-living adjustment (COLA). All increases shall be computed to the nearest one-tenth percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Human Resources Director and Finance and Administrative Services Director or their designees.

3. Lump Sum Payment, Fiscal Year 2021-22: Members who are City employees during the first full pay period including June 27, 2021 will receive a one-time lump sum payment of \$2,750 (prorated for part-time employees). The parties intend and understand that this lump sum payment is nonpensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate of pay for this pay period only.

4. Parity with Other Represented Employees: If the City reaches an agreement with any other bargaining unit that includes COLA and lump sum increases exceeding those agreed to herein during the time period covered by this agreement (and considering any offsetting reductions, such as pension or medical cost sharing), the parties will meet and confer over the application of equivalent increases (and offsets) to the POA bargaining unit. This provision shall specifically exclude any market-based equity increases negotiated as part of the Year 2 Wage reopener.

5. Pilot Program for Front-Line Employee Development Funds, Fiscal Year 2021-22: The City will continue the Pilot Program for Front-Line bargaining unit members to be eligible for reimbursement through Fiscal Year 2021-22. Effective the first full pay period following City Council adoption of the resolution authorizing the amendment of the MOU, Front-Line bargaining unit members will be eligible for reimbursement of up to \$600 for eligible expenses as set forth in Administrative Instruction 3-2. The Pilot Program is intended as a one-time eligibility for reimbursement and will expire June 30, 2022.

6. Reopener on Salary, Fiscal Year 2022-23: All parties agree to a reopener in the second year on wages for Fiscal Year 2022-23. In addition, the parties agree to review the benchmark classifications in the City's Total Compensation Survey to be performed prior to negotiations in 2022. The parties intend the Total Compensation Survey to provide information to support consideration of market-based equity adjustments for individual classifications to be implemented as part of negotiations covering the 2022-23 fiscal year.

7. Lump Sum Payment, Fiscal Year 2022-23: Members who are City employees during the pay period including July 1, 2022 will receive an additional one-time lump sum payment of \$2,750 (prorated for part-time employees). The parties intend and understand that this lump sum payment is nonpensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.

8. Employee Assistance Program: Effective January 1, 2022, the City will implement the First Responder Specialty Program, which covers up to 10 counseling sessions per incident, per year.

9. Retirement Health Savings Account: The Parties agree to meet over the portion of sick leave payout (as determined by the sick leave payout formula) which will be deposited in the Retirement Health Savings Account and the portion which will be paid out as taxable cash upon retirement. Any changes will be by mutual agreement. Meetings will occur during July and August 2021 with the intention of reaching an agreement in time to include the change in the new Plan Document with Empower Retirement, the City's new plan administrator.

10. Other Changes: Cleanup and modification of MOU language to reflect current practices, update actions related to the Health Benefits Committee, and comply with CalPERS and Federal and State laws: CalPERS side-letter incorporation.

SCR-LB/6/RESO
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