

CITY OF MOUNTAIN VIEW
RESOLUTION NO.
SERIES 2024

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, 2024 THROUGH JUNE 30, 2027,
AND REVISE THE CITY'S SALARY PLAN TO REFLECT THESE COMPENSATION CHANGES

WHEREAS, the City's current Memorandum of Understanding (MOU) with the Mountain View Police Officers Association (POA) (July 1, 2021 through June 30, 2024) expires June 30, 2024; and

WHEREAS, a successor MOU has been negotiated; and

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

WHEREAS, 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 designee; now, therefore, be it,

RESOLVED: that the City Council of the City of Mountain View that the following amendments to the MOU are approved:

1. Term: Three-year compensation package beginning July 1, 2024 and ending June 30, 2027.
2. 4.0 Percent COLA and 1.0 Percent Equity Adjustment Fiscal Year 2024-25 for Sworn Members: Effective June 23, 2024, the City shall amend the salary plan to increase the salary ranges for all classifications of sworn POA employees by five percent (5.0%), of which four percent (4.0%) is a COLA and one percent (1.0%) is an equity adjustment in consideration of recruitment challenges and competitive regional sworn law enforcement labor market.
3. 3.0 Percent COLA and 1.0 Percent Equity Adjustment Fiscal Year 2025-26 for Sworn Members: Effective the first pay period ending in July 2025, the City shall amend the salary plan to increase the salary ranges for all classifications of sworn POA employees by four percent (4.0%), of which three percent (3.0%) is a COLA and one percent (1.0%) is an equity adjustment

in consideration of recruitment challenges and competitive regional sworn law enforcement labor market.

4. 3.0 Percent COLA and 1.0 Percent Equity Adjustment Fiscal Year 2026-27 for Sworn Members: Effective the first pay period ending in July 2026, the City shall amend the salary plan to increase the salary ranges for all classifications of sworn POA employees by four percent (4.0%), of which three percent (3.0%) is a COLA and one percent (1.0%) is an equity adjustment in consideration of recruitment challenges and competitive regional sworn law enforcement labor market.

5. 4.0% COLA, Fiscal Year 2024-25 for Nonsworn Members: Effective June 23, 2024, the City shall amend the salary plan to increase the salary ranges for all classifications of nonsworn POA employees by four percent (4.0%).

6. 3.0% COLA, Fiscal Year 2025-26 for Nonsworn Members: Effective the first pay period ending in July 2025, the City shall amend the salary plan to increase the salary ranges for all classifications of nonsworn POA employees by three percent (3.0%).

7. 3.0% COLA, Fiscal Year 2026-27 for Nonsworn Members: Effective the first pay period ending in July 2026, the City shall amend the salary plan to increase the salary ranges for all classifications of nonsworn POA employees by three percent (3.0%).

8. Master Officer Certification Program: Effective the first full pay period following July 1, 2025, the City shall amend the existing POST/Education Incentives to add the following levels which require a combination of POST certification, education, years of service with Mountain View, and specialty assignments:

- Master Officer I: 9.5%
- Master Officer II: 10.5%

Percentages are not cumulative. The list of specialty assignments required for each level will be established by labor and management and outlined in the MOU.

9. Reimbursed Overtime: Effective as soon as possible but no later than the pay period following August 1, 2024, represented members shall be entitled to overtime at the double-time rate (two times their base rate of pay) when scheduled to work an overtime assignment reimbursed by a for-profit entity and the for-profit entity reimburses the City at the higher rate. The double time overtime provision will be a standard term in the City's contract for third-party reimbursement of security services.

10. Specialty Pay Increases: Effective June 23, 2024, the City shall increase the flat rate assignment pays from Four Hundred Dollars (\$400) per month to Five Hundred Dollars (\$500) per month (\$230.77 per pay period based on 26 pay periods in a year).

11. Deferred Compensation Auto-Enrollment: As soon as administratively possible, all new hires will be automatically enrolled in the City's deferred compensation program with a one percent (1%) contribution. Employees may opt out.

12. Holidays and Holiday-in-Lieu: Upon City Council adoption of a resolution amending City observed holidays, anticipated by January 1, 2025, the City shall observe 13 scheduled eight-hour paid holidays each calendar year, which adds Cesar Chavez Day and Juneteenth (hereinafter individually "New Holiday" or collectively "New Holidays"). In the event that a resolution adding the New Holidays to the City-wide holiday schedule has not been adopted before the date one or both of these New Holidays occur, nonsworn POA members will receive 8 hours of leave in accordance with MOU Section for holidays worked and holidays on regularly scheduled days off for the New Holiday(s) that occurred before adoption. In recognition of the addition of two holidays, eligible public safety employees in POA will receive an increase in holiday in-lieu pay of one percent (1%), for a total of six- and one-half percent (6.5%), effective the pay period including July 1, 2025.

13. Bilingual Pay: Employees who meet the criteria, as determined by the Human Resources Department, shall be entitled to receive Three Hundred Dollars (\$300) per month (\$138.46 biweekly based on 26 pay periods in one year).

14. One-Time Vacation Banks for Lateral Police Officers: Effective June 23, 2024, current sworn bargaining unit members who can demonstrate at least five (5) years of service as an 830.1 Peace Officer prior to being hired by the City (e.g. based on the date of the POST Basic Certificate) will receive a one-time contribution of forty (40) hours of vacation. At the time of hire, the City Manager may grant an incoming bargaining unit member up to forty (40) hours of vacation in recognition of prior service as a sworn Police Officer and to aid in recruitment.

15. One-Time Leave Hours for Nonsworn Members: Nonsworn members who are City employees on the date of City Council adoption of the MOU in 2024 will receive a one-time contribution of forty (40) hours of leave time (prorated for regular part-time employees). This leave must be used by Pay Period 2, 2025, or it will be cashed out with the Pay Period 2 payroll. Unused leave hours will be paid out upon separation or promotion to a classification in a different bargaining unit (e.g., Police Recruit promoting to Police Officer) in the case that separation/promotion occurs prior to the Pay Period 2, 2025 cash out.

Nonsworn members who are City employees the first full pay period in July, 2025 will receive a one-time contribution of forty (40) hours of leave time (prorated for regular part-time employees). This leave must be used by Pay Period 2, 2026, or it will be cashed out with the Pay Period 2 payroll. Unused leave hours will be paid out upon separation or promotion to a classification in a different bargaining unit (e.g., Police Recruit promoting to Police Officer) in the case that separation/promotion occurs prior to the Pay Period 2, 2026 cash out.

Nonsworn members who are City employees the first full pay period in July, 2026 will receive a one-time contribution of forty (40) hours of leave time (prorated for regular part-time

employees). This leave must be used by Pay Period 2, 2027, or it will be cashed out with the Pay Period 2 payroll. Unused leave hours will be paid out upon separation or promotion to a classification in a different bargaining unit (e.g., Police Recruit promoting to Police Officer) in the case that separation/promotion occurs prior to the Pay Period 2, 2027 cash out.

16. Retiree Medical for Nonsworn Members: During the term of this Agreement, the parties will meet and confer to explore modifications to the defined benefit vesting structure. Any modifications to the existing structure will only be implemented by mutual agreement.

17. City Health Savings Account Contribution for New Enrollees in Kaiser High Deductible Health Plan (HDHP), Nonsworn Members: For members who elect to participate in the HDHP, the following Health Savings Account (HSA) contribution schedule will apply for Fiscal Year (FY) 2023-24 through FY 2026-27. When an employee enrolls in a HDHP for the first-time fiscal year, the City will contribute one hundred percent (100%) of the plan deductible (\$1,600 for employee-only and \$3,200 for employee plus one or more dependents) into the employee's HSA as defined by the IRS. During each subsequent enrollment year, the City will contribute fifty percent (50%) of the plan deductible (\$800 for employee-only and \$1,600 for employee plus one or more dependents) into the employee's HSA as defined by the IRS. If an employee leaves the HDHP and later returns, the City will contribute fifty percent (50%) of the plan deductible into the employee's HSA as defined by the IRS. Employees may contribute additional funds into their HSA up to the IRS annual maximums. Since HSA contribution limits are determined on a calendar/tax-year basis, a mid-year enrollment in an HSA may be subject to a prorated HSA contribution limit including a pro-rated City HSA contribution. Contributions in excess of the IRS limit may be subject to tax penalties. The combination of employee, employer, and third-party contributions may not exceed the annual IRS limits. The City may change the contribution to the HSA after FY 2026-27.

18. Enhanced Dental for Nonsworn Members: Effective January 1, 2025, the dental plan design will be changed for nonsworn members to increase both the annual plan maximum (nonorthodontia) and lifetime plan maximum (orthodontia) by Five Hundred Dollars (\$500) per insured person.

19. City Contribution to Flexible Spending Account (FSA), Nonsworn Members: Effective January 1, 2025, the City will discontinue the City's One Hundred Fifty Dollars (\$150) annual contribution to each non-sworn member's medical FSA in exchange for providing the enhanced dental benefit effective January 1, 2025.

20. Flexible Spending Account: Effective January 1, 2025, increase the maximum amount employees may contribute to a medical FSA from Two Thousand Five Hundred Dollars (\$2,500) to Three Thousand Two Hundred Dollars (\$3,200) (or the IRS maximum, whichever is less) annually, to be administered in accordance with IRS guidelines.

21. Other Changes: Clean up and modification of MOU language to make updates and address operational issues and/or compliance in a variety of areas including removing outdated

language that expired under prior MOUs, compensatory time off, specialty pay units, uniform reporting to CalPERS, leaves and definition of out-of-class pay.

MG/4/RESO
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