

CITY OF MOUNTAIN VIEW  
RESOLUTION NO.  
SERIES 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO AMEND THE MEMORANDUM OF UNDERSTANDING BETWEEN THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 521 AND THE CITY, FOR THE PERIOD OF JULY 1, 2015 THROUGH JUNE 30, 2017, AND TO REVISE THE CITY'S SALARY PLAN TO REFLECT THESE COMPENSATION CHANGES

WHEREAS, the City's current Memorandum of Understanding with the Service Employees International Union (SEIU) Local 521 (July 1, 2012 to June 30, 2015) expired June 30, 2015; and

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

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

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

1. *Term*

Two-year compensation packages beginning July 1, 2015 and ending June 30, 2017.

2. *4.0 Percent COLA Fiscal Year 2015-16*

Effective June 21, 2015, the City shall amend the salary plan to increase the salary ranges of all classifications in the bargaining unit by a 4.0 percent cost-of-living adjustment (COLA).

3. *2.0 Percent COLA Fiscal Year 2016-17*

Effective the first pay period ending in July 2016, the City shall amend the salary plan to increase the salary ranges of all classifications in the bargaining unit by a 2.0 percent cost-of-living adjustment (COLA).

4. *California Public Employees' Retirement System (CalPERS) Employee Contributions*

Effective June 21, 2015, the total pension contribution by employees on the 2.0 @ 62 miscellaneous formula established under the Public Employees' Pension Reform Act (PEPRA) shall be reduced by 1.0 percent compared to the total pension contribution by employees on the 2.7 @ 55 miscellaneous formula. Employee-paid employer contributions are intended to be ongoing contributions; notwithstanding this intention, the employee normal contribution for employees on the Miscellaneous 2.0 @ 62 formula may be modified under the requirements of PEPRA. The employee contributions will be as follows:

SEIU	Employee Total Pension Contribution		
	Employee Normal Contribution	Employee Share of Employer Contribution	Maximum Total Paid by Employee
2.7 @ 55	8.00%	3.50%	11.50%
2.0 @ 62	6.25%*	4.25%	10.50%

\* Under PEPRA, miscellaneous employees on the 2.0 @ 62 pension formula are required to pay at least half the normal cost of their pension; this requirement supersedes employee pension contributions set by City of Mountain View cost-sharing provisions. For 2015, the required employee contributions are 6.25% of salary for miscellaneous employees on the 2.0 @ 62 formula but these contributions may be changed by CalPERS in the future. If the normal cost increases, thereby increasing the employee contribution of half the normal cost, the amount of the employee-paid employer contribution (cost share) will decrease proportionately so that the total employee contribution will remain at the maximums shown.

5. *CalPERS Contract Amendment to Allow Cost Share to be Credited to Member Account*

During Fiscal Year 2015-16, the City will conduct an election in accordance with CalPERS rules for all employees covered under the miscellaneous CalPERS contract for pension benefits to determine employee willingness to amend the CalPERS contract in order to allow some or the entire cost share to be credited to the member account rather than the employer account.

6. *Leave Hours*

Effective June 21, 2015, employees who are City employees on July 1, 2015, will receive a one-time contribution of 21 hours of leave time (prorated for regular part-time employees). This leave must be used by pay period 2 of 2016, or it will be cashed out with the pay period 2 payroll. In addition, effective the first payroll including July 1, 2016, employees who are City employees on July 1, 2016 will

receive another one-time contribution of 21 hours of leave time (prorated for regular part-time employees). This leave must be used by pay period 2 of 2017, or it will be cashed out with the pay period 2 payroll. The one-time leave hours will be tracked separately from all other accrued leave balances

7. *Tuition Reimbursement*

In addition to the annual \$2,000 benefit, with no lifetime maximum, for completion of individual college courses or training courses which an employee may take without pursuing a college degree, effective June 21, 2015, employees are eligible to receive up to \$10,000 per fiscal year with a \$20,000 lifetime maximum if they enroll in and complete accredited college coursework required to obtain a job-related bachelor's or master's degree or approved leadership program. Completion of the degree or leadership program is required to obtain the full \$20,000 benefit. Administration Instruction 3-6 will govern the process for applying for tuition reimbursement benefits.

Employees who completed accredited college coursework in Fiscal Year 2013-14 and Fiscal Year 2014-15, applied for and received reimbursement under the City's tuition reimbursement program and completed the degree in either Fiscal Year 2013-14 or Fiscal Year 2014-15 are eligible to receive up to a maximum of \$20,000 reimbursement for the costs of the degree program.

8. *PPO Plan Design Change*

Effective January 1, 2016, the City will change the PPO plan design to include the following elements:

- a. \$250 deductible
- b. \$20 office visit co-pay
- c. 10% coinsurance
- d. \$100 emergency room co-pay
- e. \$15/\$35/\$55 prescription co-pay

9. *Employee Contribution for HMO Plans*

Effective January 1, 2017, all employees enrolled in HMO plans offered by the City will increase premium contributions according to the following formula:

- a. Single coverage – employee pays 2% of average HMO single premiums
- b. Two-party coverage – employee pays 12% of the difference between single and two-party premiums
- c. Family coverage – employee pays 12% of the difference between single and family premiums

10. *Chiropractic and Acupuncture Benefit – HMO Plans*

Effective January 1, 2016, chiropractic and acupuncture benefits will be added to HMO plans where not currently offered.

11. *Health Net High Deductible Health Plan*

Effective January 1, 2016, the Health Net High Deductible Health Plan will be discontinued; employees enrolled in this plan will need to enroll in another plan during the 2016 open enrollment process.

12. *City Health Savings Account Contribution for New Enrollees in Kaiser High Deductible Health Plan (HDHP)*

The City shall pay the full single premium for the HDHP offered by the City and selected by the employee. For dependent coverage in a HDHP, the employee shall pay 10% of the difference between the single coverage premium and the selected dependent coverage premium (two-party or family) for regular full-time employees. Regular part-time employees are required to pay 100% of the difference between the single premium and the two-party or family premiums, whichever is applicable.

For members who elect to participate in the HDHP, the following Health Savings Account (HSA) contribution schedule will apply for Fiscal Year 2015-16 through Fiscal Year 2016-17. When an employee enrolls in a HDHP for the first time Fiscal Year 2015-16 or later, the City will contribute 100% of the plan deductible (\$1,500 for employee-only and \$3,000 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 50% of the plan deductible (\$750 for employee-only and \$1,500 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 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 Fiscal Year 2016-17.

13. *One-Time Optional Employee Conversion From Defined Benefit To Defined Contribution Retirees' Health Plan*

Employees with 15 years of City of Mountain View service or less as of July 1, 2015, who are more than 5 years from the retirement age designated by their pension formula (55 for those on the 2.7 @ 55 pension formula; 62 for those on the 2.0 @ 62 formula), will be given an opportunity to make a one-time, irrevocable election to convert from the Retirees' Health Defined Benefit (DB) Plan to the Retirees' Health Defined Contribution (DC) Plan. Employees already retired from the City are not eligible for this conversion.

Employees with more than 15 years of City of Mountain View service as of July 1, 2015, who are less than 5 years from the retirement age designated by their pension formula (55 for those on the 2.7 @ 55 pension formula; 62 for those on the 2.0 @ 62 formula) and who are interested in the conversion will be considered on a case-by-case basis after the number of eligible and interested employees and the associated total cost are known.

Employees electing to convert from the DB Plan to the DC Plan will receive a one-time City contribution to a Retirement Health Savings (RHS) account established for them, and will receive ongoing City contributions in accordance with the schedule established for SEIU. The City's one-time contribution is listed below and is based on the approximate value of money that would have been deposited into an employee's RHS had a DC plan been available at the time of employee's hire and had they chosen the DC election at that time, with 2% annual growth as follows:

<b>Years of Service</b>	<b>Date of Hire</b>	<b>Approximate Value</b>
2 or less	7/1/2013 - 6/30/15	\$ 6,000
Equal to 3 and Greater than 2	7/1/2012 - 6/30/13	\$ 8,000
Equal to 4 and Greater than 3	7/1/2011 - 6/30/12	\$ 11,000
Equal to 5 and Greater than 4	7/1/2010 - 6/30/11	\$ 14,000
Equal to 6 and Greater than 5	7/1/2009 - 6/30/10	\$ 18,000
Equal to 7 and Greater than 6	7/1/2008 - 6/30/09	\$ 22,000
Equal to 8 and Greater than 7	7/1/2007 - 6/30/08	\$ 25,000
Equal to 9 and Greater than 8	7/1/2006 - 6/30/07	\$ 29,000
Equal to 10 and Greater than 9	7/1/2005 - 6/30/06	\$ 33,000
Equal to 11 and Greater than 10	7/1/2004 - 6/30/05	\$ 37,000
Equal to 12 and Greater than 11	7/1/2003 - 6/30/04	\$ 42,000
Equal to 13 and Greater than 12	7/1/2002 - 6/30/03	\$ 46,000
Equal to 14 and Greater than 13	7/1/2001 - 6/30/02	\$ 51,000
Equal to 15 and Greater than 14	7/1/2000 - 6/30/01	\$ 56,000

The election will be offered one time in Fiscal Year 2015-16 and is not intended to be offered again. The City will provide advance notice of the election to all eligible employees, including information sessions to learn more about the conversion election. Once an employee executes the proper paperwork to convert from the DB to DC plan, this decision is irrevocable and cannot be reversed.

14. *Retirees' Health Program Document Updates*

The Retirees' Health Program Document will be updated to conform to benefit levels established in 2007 agreements with represented employees. The Retirees' Health Program Document will be updated to clarify that employees who retire with the Defined Contribution Plan will not be able to enroll in City group health plans in retirement.

15. *Holiday Closure*

The City may close some offices to the public between December 24 and January 1 in each year of the term of the MOU. The City will notify employees by July 1 each year if a holiday closure will occur and which City functions and employees will be affected. It is anticipated that some functions will not be closed in order to provide essential service to the public.

In the event the employee's function is closed, employees requesting to work over the holiday closure period will inform and work with their supervisor to develop a list of projects and tasks to be completed during the closure period by the second Friday in November each year. An employee's request to work during the closure period shall not be unreasonably denied.

If an employee is requesting time off during the holiday closure, but has been recently hired by the City or returning from an authorized medical leave and has exhausted all leave balances prior to or during the holiday closure, the City may authorize the employee to use vacation leave that will be accrued in subsequent payroll periods to ensure the employee remains on paid status during the holiday closure. Such requests will need to be approved by the Department Head and given to the Human Resources Manager by December 1.

16. *Holiday In-Lieu*

Employees in the classifications of Public Safety Dispatcher I/II, Public Safety Dispatcher III, and Lead Public Safety Dispatcher will receive 5.50% holiday in-lieu pay effective June 21, 2015.

17. *Callback*

Callback work is defined as work required by the City of an employee who, following completion of the employee's workday or workweek is unexpectedly ordered to report back to duty to perform necessary work. Employees who are called back shall receive a minimum of 3 hours compensation at time and one-half.

18. *Standby Pay*

Standby is defined as a circumstance where the City requires an employee to be ready to respond immediately to a call for service. Effective with the first pay period ending after July 1, 2015, an employee assigned by the City to standby shall be compensated at the rate of \$70.00 per weekday (Monday-Friday) for the 16 off-duty hours, or \$100.00 per weekend day or holiday for the 24 hours of duty each day.

19. *Certification Recognition Payment (CRP)*

Payment of \$35.00 for each eligible certification per month (\$16.15 biweekly on a 26 pay period payroll schedule) will be made for a maximum of four certifications above the minimum job class specifications requirement. CRP payments to an employee shall not exceed \$140.00 per month.

20. *Social Security Replacement Benefit (SSRB)*

Effective the first pay period ending in July 2015, SEIU employees have agreed to modify SSRB payments based upon the number of employees in each pension formula and the total cost to the City of the payments. The City and SEIU intend that these modifications will be cost-neutral to the City based on a cost of \$22,150 in Fiscal Year 2014-15. The annual SSRB payment for employees on the 2.0 @ 62 retirement formula will be \$425. The annual payment for employees on the 2.7 @ 55 retirement formula will be based upon the number of SEIU PEPRA employees during pay period 25. Employees on the 2.7 @ 55 retirement formula are eligible for up to \$120 annually, however, the annual payment will be reduced over time as additional employees are hired into the 2.0 @ 62 formula in accordance with the chart below. The parties agree that once the SEIU PEPRA employee population reaches 46 employees, Classic employees' SSRB payment will be reduced to \$0 on an ongoing basis and the parties will meet and confer on reducing the SSRB payment to PEPRA employees in order to avoid incurring new City costs.

SEIU PEPRA EMPLOYEE POPULATION (in pay period 25)	CLASSIC SEIU EMPLOYEE SSRB PAYMENT
0 to 15	\$120
16 to 20	\$105
21 to 25	\$95
26 to 30	\$80
31 to 35	\$70
36 to 40	\$50
41 to 45	\$35
46 and greater	\$0

SSRB payments will be paid annually to all employees employed during pay period 25; payments will not be made to employees who separate from employment over the course of the year. SSRB benefits will continue to be paid on a pro-rated basis to regular part-time employees.



21. *Other Changes*

A number of other clarifications were agreed to update the MOU, including provisions related to: Agency shop, defining scheduled versus unscheduled overtime, meals during extended work hours, dispatch rest periods, dispatch shift trades, uniforms, sick leave usage, and clarification to the administration of the bilingual pay program, parks schedule, duty program, and accommodations for duty program personnel.

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