SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE POLICE OFFICERS ASSOCIATION (POA) AND THE CITY OF MOUNTAIN VIEW JULY 1, 2007 THROUGH JUNE 30, 2010

The Police Officers Association (POA) and the City of Mountain View have negotiated a one-year extension of the existing contract due to expire on June 30, 2010 until June 30, 2011, and the parties do agree to adopt this side letter agreement amending the current MOU as follows:

- **1.00 Salary (Sworn and Nonsworn Members)**

  Salary

  2010

  Effective the first pay period ending in July 2010, all members of the POA will receive a zero percent (0.0%) cost-of-living salary increase.

- **2.00 Specialty Pay/Assignments**

  Effective with the adoption of this side letter agreement, the following changes to Section 2.00 are agreed to by the City and POA and any associated pays shall be effective for the first pay period ending July 2008:

  - Investigative Services Division and its subordinate units listed in the MOU are replaced by the Special Operations Division. In addition to those positions already listed and receiving 5.0 percent of base pay for specialty assignments, the members assigned to Youth Services and FBI Safe Streets Task Force will also receive 5.0 percent of base pay for specialty assignments.

  - Nonsworn Members: Records: The one Records Specialist assigned to Operational Services is entitled to receive $200 per month ($92.31 per pay period). The City reserves the right to transfer the Records Specialist position in Operational Services back to the Records Unit and eliminate the specialty position upon providing written notification to the POA ten (10) working days in advance of the elimination of the position. The POA reserves the right to meet and discuss the impact of the elimination of this specialty position.

- Administrative Units (Represented Sworn Members), including the positions of Personnel Services, Special Investigation (IA) and Operational Services will receive $200 per month ($92.31 per pay period) for specialty assignments.

All other provisions of Section 2.00 shall remain the same.

- **9.00 Public Employees Retirement System**

9.03 PERS 1959 Survivor Benefit (Nonsworn)

Retain the current provision for Third-Level 1959 Survivor Benefit for nonsworn members and add the following provision to Section 9.03 for sworn members:

PERS Fourth-Level 1959 Survivor Benefits (PERS Contract Section 21574) (Sworn)

City and POA agree to request from PERS an actuarial cost analysis for the Fourth-Level 1959 Survivor Benefit PERS contract benefit program for sworn members only with the understanding that the City and POA will share equally in the cost of the actuarial study. Upon receipt of the cost analysis from PERS, the representatives from the City and the POA shall meet and discuss the cost of this benefit option.

If the parties agree to proceed with amending the PERS contract for this option, the POA has agreed to pay the full cost of this benefit option based on the actuarial cost analysis which is funded over a 30-year amortization period. It is understood by the parties that there is no cost to the City for this contract amendment and that the members are responsible for the full cost of this amendment option. The cost will remain the obligation of the employee unless and until changed by the parties through a meet-and-confer process.

9.06 Preretirement Optional Settlement 2 Death Benefit (PERS Contract Section 21548)

This is a new MOU provision:

City and POA agree to request from PERS an actuarial cost analysis for the Preretirement Optional Settlement 2 Death Benefit (for sworn members only) with the understanding that the City and POA will share equally in the cost of the actuarial study. Upon receipt of the actuarial cost analysis from PERS, the representatives from the City and the POA shall meet and discuss the cost of this benefit option.

If the parties agree to proceed with amending the PERS contract for this option, the POA has agreed to pay the full cost of this benefit option, which is funded over a 30-year amortization period. It is understood by the parties that there is no cost to the City for this contract amendment and that the members are responsible for the full cost of this amendment option. The cost will remain the obligation of the employee unless and until changed by the parties through a meet-and-confer process.

All other terms and conditions of employment established by the Memorandum of Understanding, July 1, 2007 through June 30, 2010, to remain status quo for the term of this one-year extension.

MOUNTAIN VIEW POA

Allen Sakaguchi, President
Police Officers Association

Steve Mello
Police Officer

Brian Egan
Police Officer

Lisa Sarabia
Lead Records Specialist

Cheryl Schiele
Business Representative

CITY OF MOUNTAIN VIEW

Max Bosel
Acting Assistant City Manager/
Human Resources Director

DATED: June 23, 2010

NPL/2/MGR
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