AMENDMENT (LETTER OF UNDERSTANDING) TO THE CONTRACT EXTENSION OF THE 2014-2017 MOU BETWEEN THE CITY OF CHULA VISTA AND CHULA VISTA POLICE OFFICER'S ASSOCIATION

WHERERAS, the City of Chula Vista (City) and the Chula Vista Police Officer's Association (CVPOA or POA) entered into an extension of the Memorandum of Understanding ("MOU") for the time period of November 4, 2014 to June 30, 2017; and

WHEREAS, City and CVPOA desire to amend the terms of the extension stated herein subject to ratification by CVPOA and City Council (in open session via resolution).

NOW THEREFORE, the City and CVPOA agree as follows:

1. **[WAGES]** Article 2.01 [Wages] is amended to read as follows:

"ARTICLE 2.01 WAGES

I. A. [Salary Adjustments] Salary adjustments shall be made as follows:

4. 2.5% in the first full pay period of July 2017
5. 2.5% in the first full pay period of July 2018
6. 2% in the first full pay period of July 2019

2. [EPMC] Article 2.18 [Retirement] is amended as follows:

EPMC will be removed effective ~~at the end of the last full pay period of June, 2020~~ the first full pay period of May 2019 -and Article 2.16 shall read as stated below. However, should the POA wish for employees to continue with this benefit all eligible Tier I employees must pay the full cost of this benefit as determined by ~~CalPERS~~the City's Actuary. This cost will be paid solely by employees. POA must notify the City and enter into a Letter of Understanding no later than ~~June 1, 2020~~April 1, 2019 to maintain this benefit. The EPMC shall thereafter continue for the mutually agreed upon term. Thereafter, its removal, shall be subject to the meet and confer requirements of the MMBA, including impasse requirements, to the extent required by the MMBA.

Terms Regarding Tier I to be effective ~~the last full pay period of June, 2020~~ the first full pay period of May 2019:

" 1. TIER I. For employees hired on or before the effective date of the January 14, 2011 MOA, the City will provide the 3% at 50 Retirement Plan for Local Safety Members as provided for under the California Public Employees' Retirement System (CalPERS). CVPOA represented employees in Tier I shall make contributions, which shall be applied to the Employee's (member's) contribution, in the total amount of 9%. Correspondingly, the 9% contributed by employees to the City's contributions to CalPERS for optional benefits (under Government Code section 20516) shall cease. There shall be no EPMC.

The aforementioned contributions will be made on a pre-tax basis to the extent permitted by Internal Revenue Code section 414(h)(2).

The City will provide the following CalPERS contract options:

A. One-Year Final Compensation
B. Post-Retirement Survivor Allowance
C. Credit for Unused Sick Leave
D. 4th Level 1959 Survivor Benefit.
E. Military Service Credit as Prior Service
F. Cost of Living Allowance (2%)
G. Post-Retirement Survivor Allowance Continuance
H. Pre-Retirement Death Benefit for Spouse
I. Retired Death Benefit $5,000
J. Prior Service Credit"

3. **[OTHER MOU TERMS REMAIN THE SAME]** Except as expressly provided herein, all other terms and conditions of the 2014-2017 MOU and other Letters of Understanding shall remain in full force and effect.

FOR THE CITY OF CHULA VISTA:

Courtney Chase 6/28/17

Courtney Chase
Director of Human Resources

FOR CVPOA:

6/28/17

David Oyos
President, Police Officer's Association