

CITY OF SUNNYVALE
AND
SUNNYVALE EMPLOYEES' ASSOCIATION

**MEMORANDUM OF UNDERSTANDING
ON RETIREMENT BENEFITS**

JULY 1, 2017 TO JUNE 30, 2027



Table of Contents

Article 1	PREAMBLE	1
Article 2	RATIFICATION	1
Article 3	EMPLOYER PAID MEMBER CONTRIBUTION.....	1
Article 4	TERM.....	1
Article 5	FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS	2

Article 1 PREAMBLE

This Memorandum of Understanding (Retirement MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association (Association). Its purpose is to set forth a separate agreement on the issue of Employer-Paid Member Contribution (EPMC) under California Government Code Section 20691.

This MOU is formed for the sole purpose of establishing an agreement on the issue of EPMC which survives the expiration of the general MOU. It is not intended to be a comprehensive agreement on the issue of retirement or retirement benefits and does not supersede the provisions of the general MOU between the parties except with regard to the specific issues addressed herein.

Article 2 RATIFICATION

It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

Article 3 EMPLOYER PAID MEMBER CONTRIBUTION

The City shall continue to pay EPMC for Tier 1 and Tier 2 members consistent with the following.

3.1 Tier 1 – Local Miscellaneous 2.7% at age 55

The City shall continue to contribute four percent (4%) of the eight percent (8%) employee contribution during the term of the MOU. Employee shall pay the remaining four percent (4%) of the employee contribution.

3.2 Tier 2 – Local Miscellaneous 2.0% at age 60

The City shall continue to contribute four percent (4%) of the seven percent (7%) employee contribution during the term of the MOU. Employee shall pay the remaining three percent (3%) of the employee contribution.

Article 4 TERM

The term of this Retirement MOU shall be from July 1, 2017, through and including June 30, 2027.

Article 5 FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS

This Retirement MOU sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters set forth within, whether formal or informal, are hereby superseded.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate over the matters set forth within, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this Agreement.

No amendment or change to the provisions of this Retirement MOU shall be valid or binding unless reduced to writing and signed by duly authorized representatives of the parties

Signed this _____ day of May 2017.

CITY OF SUNNYVALE

SUNNYVALE EMPLOYEES'
ASSOCIATION

Deanna J. Santana
City Manager

John Simontacchi,
SEA President

Teri Silva
Director of Human Resources

Sharon Rogers,
Vice-President

Pamela Dunn,
Secretary

Martin Schmidt,
Negotiations Team Member