

**SIDE LETTER OF AGREEMENT
BETWEEN THE
TOWN OF LOS GATOS AND THE TOWN EMPLOYEES' ASSOCIATION**

Due to critical and unprecedented retention issues currently faced by the Los Gatos-Monte Sereno Police Department, the Town of Los Gatos (Town) and the Town Employees' Association (TEA), collectively referred to as "parties," having met and conferred in good faith, agree as follows:

1. Retroactive to the first full pay period of July 2023, the Town shall pay full-time Communications Dispatchers, Communications Dispatcher Leads, and Senior Communications Dispatchers (collectively referred to as "Dispatchers"), who are in a paid work status and have successfully completed the required dispatch training according to the Lead Communications Dispatcher, a non-pensionable lump sum payment of \$577 per pay period. The Town shall continue to pay \$577 per pay period to Dispatchers who are in a paid work status through June 30, 2024, for up to no more than twenty-six (26) consecutive pay periods, subject to the below conditions.
2. Dispatchers who are not in a paid work status will not receive any amount of additional pay for that pay period under this side letter.
3. As used here, "paid work status" means when a Dispatcher is receiving full or partial compensation by the Town in a pay period through regular pay or approved paid leave. Employees who are not employed by the Town for a full pay period will receive a prorated amount.
4. The Lead Communications Dispatcher will inform the Town of the date on which Dispatchers have successfully completed the required dispatch training program in order for those Dispatchers to be eligible for the additional pay after that date. For the purposes of this side letter, this date cannot be within four months of the Dispatcher's hire date.
5. The parties agree that the Town will not report the payments as pensionable to CalPERS. The Parties further agree that the employee shall be responsible for any employee obligation that arises should CalPERS deem the monthly pay reportable compensation.
6. It is understood that such payment is taxable income and will be subject to appropriate deductions.
7. This side letter, and all monetary benefits contained herein, expires on June 30, 2024, and shall have no further force, effect, or validity after that date.
8. The parties agree that this side letter is not subject to any applicable grievance or other appeal procedure. Clarifications and corrections may be requested if payments are believed to be incorrectly calculated. After review of such requests, the Town's decision on the proper calculation of the payments is final.
9. If the economic impacts of this side letter exceed the amount budgeted by the Town, the Town may reopen this side letter to address such unintended economic impacts.

10. The parties agree that this side letter is subject to Council approval.

FOR TEA:

C 11/3/2023
Christine Crossen,
Communications Dispatcher Lead

Sean Mullin 11/6/23
Sean Mullin
Senior Planner

TOWN OF LOS GATOS:

Laurel Prevetti
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Laurel Prevetti, Town Manager

APPROVED AS TO FORM:

DocuSigned by:
Gabrielle Whelan
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Gabrielle Whelan, Town Attorney