

Mediated Tentative Agreement
August 7, 2015

City of Sunnyvale / Communication Officers Association

Terms and conditions set forth in the Tentative Agreement dated April 3, 2015, with the following changes:

- Retroactivity January 1, 2015 to July 20, 2015, and shall be paid as a lump sum payment
- The accrual schedule for the PTO is phased in as follows:

January 1, 2015 - June 30, 2016 (pay period inclusive of June 30, 2016)

Accrual hours per years of service:

Years of Service	Accrual Hours
0 to 1	5
1+ to 5	7
5+ to 10	8.5
10+ to 17	10
17+ to 25	10.5
25 or more	11.5

July 1, 2016: The accrual schedule will be implemented as follows.

Years of Service	Accrual Hours
0 to 1	5.5
1+ to 5	6.5
5+ to 10	8.0
10+ to 17	9.5
17+ to 25	10.5
25 or more	11.0

- The parties agree to fully support the TA, and all parties have the expectation of a favorable vote. The COA will promptly take this to their members for ratification, and assuming a favorable report, the City team will promptly schedule the TA for consideration by the City Council. If the TA is not approved for any reason, it will be considered null and void and the parties will return to the status quo.

Frank Z. [Signature] 8/7/15
[Signature] 8/7/15

[Signature] 8/7/15
[Signature] 8/7/15

Auth [Signature] 8/7/15

Jen Silva 8/07/15

Deanna [Signature] 8/7/15

Tentative Agreement on Package
COA / City of Sunnyvale
April 3, 2015

Terms and conditions as set forth in the Package Proposal (corrected) sent by cover letter from Arthur A. Hartinger, dated February 27, 2015, with modifications as follows:

- Wages (Article 16):
 - Year 1: 3% general wage increase
 - Year 2: 3.5% general wage increase
 - Year 3: Revert to current survey methodology, utilizing twelve comparator agencies, change to 5% above market
- Insurance (Article 25):
 - Year 1 - \$100 increase to medical (i.e., \$615 per month)
 - Year 2 - \$100 increase to medical (i.e., \$715 per month)
 - Year 3 - \$100 increase to medical (i.e., \$815 per month)
- Paid Time Off Conversion Credit: one-time 60 hour credit to PTO bank
- Assumption: No increase in retiree medical costs triggered by this deal
- Retroactivity: Wage, insurance and retirement contribution changes become effective full pay period following City Council approval. City to provide a lump sum one time payment for the value of retroactivity (i.e., assuming all economic adjustments became effective on January 1, 2015, as per parties' original intent)
- CTO cap remains at 160
- City Proposal No. 11, add language: "as approved by the Communications Manager"
- Final language subject to review and approval

Arthur Hartinger / 4/3/15
Date me pay
M. J. 4/3/15
4/3/15
Jul 7.5h 4/2/15
Seana Santa 4/2/15
Suzanna 4/03/15



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February 27, 2015

Via Email and US Mail

Gregg Adam
Carroll Burdick McDonough
44 Montgomery Street, Suite 400
San Francisco, CA 94101-4606

Re: City of Sunnyvale / Communication Officers Association
Negotiations for Successor MOU – 2014/2015
City Updated/Corrected Package Proposal (2/25/15)
MN File No: 190.010

Dear Gregg:

I write to provide an updated /corrected package proposal as we discussed at the bargaining session on February 25, 2015.

This proposal continues to reflect the significant movement made by the City, including a 5.5% wage increase in the first two years, reverting to a survey methodology in year 3; an enhanced PTO proposal; and our concession on the 11 hour special schedule.

It is my understanding you have already rejected this proposal, and are asking for the City to make a Last, Best and Final Offer of settlement, so that your group may proceed through the City's impasse procedure. Your group thus declined to set another date for a bargaining session. I hope you will reconsider the intent to proceed to an impasse meeting, as this offer is well within the range of settlement packages in comparable jurisdictions.

I also want to remind you of the City's position that there will be no retroactivity with respect to any economic increases, so I am hopeful we can reach an agreement soon.

Please do not hesitate to contact me if you wish to discuss any aspect of the proposal, or if your position has changed.

Very truly yours,

Arthur A. Hartinger
Attorney at Law
AAH:kt

C: Teri Silva, Director of Human Resources
2407509.1

Updated City Package Proposal
February 25, 2015
(Updated to Reflect Conversation at the Table on 2/25/15)

Contingencies:

- All or nothing
- City Council approval
- Any proposal not listed is withdrawn

Tentative Agreements:

- Scope of Representation, Article 2 (COA Proposal No. 9 – dated Jan. 5, 2015)
- Full Understanding, Modification and Waivers, Article 7 (City Counter to COA Proposal No. 10 – dated Jan. 22, 2015)
- Non-discrimination, Article 13 (City counter to COA Proposal No. 4 – dated Feb 25, 2015)
- Equal Employment Opportunity, Article 14 (COA Proposal No. 5 – dated Jan. 5, 2015)
- Wages – Trainee Salary, Article 16 (City Proposal No. 12 – dated Dec. 9, 2014)
- Wages – Pay Date, Article 16.9 (COA Counter to City Proposal No. 8 – dated Jan. 22, 2015)
- Certification Pay, Article 17 (City Proposal No. 5, with language edited per COA – Proposal Dated Dec. 9, 2014, and see also COA Package Proposal No. 3, dated Feb. 11, 2015)
- Insurances, Article 25 (City Proposal No. 7, as amended on Feb. 11, 2015)
- Premium Conversion, Article 26 (City Proposal No. 20, dated Dec. 9, 2014)
- Cash-In-Lieu of Medical Coverage, Article 27 (City Proposal No. 23 – dated Jan. 5, 2015, see COA Package Proposal dated Feb. 11, 2015)
- Bereavement Leave, Article 31 (City Proposal No. 4, dated December 9, 2014, with verbal updated to include stepfather, stepmother and registered domestic partners / see COA Package Proposal dated Feb. 11, 2015, and adding table discussion on 2/25/15)
- Labor-Management Committee, Article 45 (City Counter to COA Proposal No. 7, dated Jan. 22, 2015, slightly modified)
- Housekeeping, City Proposal No. 22, dated Jan. 5, 2015 (See also COA Package Proposal Feb. 11, 2015)

Additional Elements of the Package Proposal:

- Term, Article 4 (City Proposal No. 2) (term through Dec. 31, 2017)
- Wages (Article 16):
 - Year 1 – 3% general wage increase
 - Year 2 – 2.5% general wage increase
 - Year 3 – Revert to survey methodology w/5% above market

- Retirement, Article 23 (City Proposal No. 19, and see also COA Package Proposal No. 3, dated Feb. 11, 2015)
- Translator / Bilingual Pay (Article 20)
 - City Proposal No. 3, with following modifications:
 - \$50 per month for intermediate proficiency
 - \$85 per month for advanced proficiency
- Trainer Compensation (Article 21, City Proposal No. 11, dated Feb. 11, 2015)
- Paid Time Off (Articles 29, 30, 31 and 32)
 - City Proposal Nos. 14 – Paid Time Off (Dec. 9, 2014, as amended with respect to section 29.7 (attached));
 - City Proposal No. 15 (Art. 34) – Workers' Compensation, City Proposal No. 15, dated Dec. 9, 2014)
 - City Proposal No. 16 (Art. 33 – Medical Appointment Leave, City Proposal No. 16, dated Dec. 9, 2014)
 - City Proposal No. 17 (Art. 32 – Emergency Family Leave, City Proposal No. 16, dated Dec. 9, 2014)
 - City Proposal No. 18 (Art. 30 – Floating Holiday, City Proposal No. 18 (amended), dated Feb. 25, 2015)

Improvements to PTO Program:

- Waiting period for usage of PML reduced from 160 hours to 120 hours
- Conversion – City to make one time lump sum deposit of 50 hours (versus 30)
- City Proposal No. 21 – Overtime (Amended Feb. 25, 2015)
- City Proposal No. 10 – Uniforms (Dated Dec. 9, 2014), with:
 - Reference to \$100 per year for boots; and departmental understanding of uniform components
- City Proposal No. 9 – Compensatory Time Off (dated Dec. 9, 2014), with:
 - Reduction in CTO cap from 160 to 100 (versus 50 in the prior proposal)
- City Proposal No. 13 – Time Off Between Shifts (dated Dec. 9, 2014)
- City Counter to COA Proposal No. 12 – Single Day Vacations (dated Feb. 11, 2015)

SCOPE OF REPRESENTATION – COA Proposal # 9

Proposal Date: January 5, 2015

COA Proposed Language:

2.1 The scope of representation of the Recognized Employee Organization shall be wages, hours and other terms and conditions of employment, ~~subject to the provisions of this MOU as defined by the Meyers-Milias-Brown Act.~~

FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS – City Counter to COA Proposal # 10

Proposal Date: January 22, 2015

City Proposed Language:

7.2 It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any ~~matter covered MOU provision~~ herein. ~~or in negotiations.~~

City agrees to notify the COA in writing of any proposal to change wages, hours, or terms and conditions of employment not specifically covered by this Agreement and to meet and confer in good faith with COA prior to adopting such proposal. Existing benefits which could be considered part of a “total and quantifiable compensation package” (i.e. monetary benefit to one or more employees, such as leaves) may not be changed without mutual agreement. ~~In all other matters, the parties agree that in the event the parties are unable to reach agreement, the Impasse Procedures set forth in Section 2.24.260 of Chapter 2.24 of the Sunnyvale Municipal Code (Employer-Employee Relations Code) and of City’s Administrative Policy Manual shall not be utilized.~~ Once impasse is reached, ~~the City either party~~ may exercise its rights pursuant to the Meyers-Milias-Brown Act. ~~The parties acknowledge that impasse procedures are covered under the City’s Municipal Code, Chapter 2.24.~~

~~City shall amend its Employer-Employee Relations Code and Administrative Policy Manual to reflect the terms and conditions of this paragraph.~~

NON-DISCRIMINATION – City Counter to COA Proposal # 4

Proposal Date: February 25, 2015

City Counter to COA Proposed Language:

Article 13 - Non-Discrimination

13.1 The parties agree that a variety of state and federal laws prohibit discrimination and retaliation. Employees experiencing discrimination may pursue any remedies

available to them under such laws. The grievance and arbitration mechanism in this MOU may not be used to pursue discrimination, retaliation or harassment claims, except for alleged violations of section 13.2. they and each of them shall not discriminate against any employee or Organization member on account of

Complaints asserting violation of Article 13 may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided in section 13.2.

13.2 The parties agree that they and each of them shall not discriminate or retaliate against any employee because of membership or non-membership in the Communication Officers Association (COA), or because of any authorized and lawful activity on behalf of the COA, or because of the lawful exercise of rights under this agreement.

EQUAL EMPLOYMENT OPPORTUNITY – COA Proposal # 5

Proposal Date: January 5, 2015

COA Proposed Language:

Renumbering only

Article 14 – Equal Employment Opportunity

14.113.3 The Sunnyvale Communication Officers Association supports in full the City's Equal Employment Opportunity Program.

WAGES (TRAINEE) – City Proposal # 12

Proposal Date: December 9, 2014

City Proposed Language:

16.1 Steps 1 through 4 for Public Safety Dispatcher shall be set so that Step 2 is 5% more than Step 1; Step 3 is 5% more than Step 2; Step 4 is 5% more than Step 3; and Step 5 is 5% more than Step 4.

16.2.1 The salary for Step 3 of Public Safety Dispatcher-in-Training shall be 5% below Step 1 of Public Safety Dispatcher. Step 1 through 3 of Public Safety Dispatcher-in-Training is 5% more than each previous step.

16.23 The salary for Step 5 of Senior Dispatcher shall be fourteen and one half 14.5% more than Step 5 of Public Safety Dispatcher.

WAGES – COA Counter to City Proposal # 8

Proposal Date: January 22, 2015

COA Proposed Language:

16.9 Pay Date

The City may elect to reopen the contract to propose changing the pay date once all other city bargaining units have agreed to implement the City's proposal.

CERTIFICATION PAY – City Proposal # 5

Proposal Date: December 9, 2014, slightly modified

City Proposed Language:

17.1 ~~Effective the first full pay period on or including July 1, 2007~~ Employees in the bargaining unit shall be compensated at one and a half percent (1.5%) above the employee's normal base pay for emergency dispatcher certification(s) by the National Academies of Emergency Dispatch (N.A.E.D.), including E.M.D. The City shall adjust the pay of the employee starting the first full pay period (retroactively if necessary) to the date on which the employee began performing the duties following receipt by the City's Human Resources Department of the employee's proof of possession of the certification(s).

INSURANCE PROGRAMS – Proposal # 7

Proposal Date: February 11, 2015

City Proposed Language:

25.7 Reopener

At such time as regulations are issued implementing the Affordable Care Act, the City and the Union will meet and confer to review the impact of such regulations on the benefits plans then in force. If modifications to the benefits, eligibility for coverage, employer or employee contribution to the cost of insurance or any other provisions of the benefit plans covered by this MOU will be modified by the ACA during the term of this agreement, it is agreed that the City and the Union will reopen the contract to meet and confer and determine how such mandated changes will be implemented. In the event of a reopener, the City will not unilaterally impose changes that would cause a reduction in City contributions toward benefits.

PREMIUM CONVERSION – City Proposal # 20

Proposal Date: December 9, 2014

City Proposed Language:

26.1 The City agrees to provide employees with an option to pay their insurance premium contributions on a prepost-tax basis, ~~as provided into the extent permitted by~~ the Internal Revenue Code.

CASH IN-LIEU OF MEDICAL COVERAGE – City Proposal # 23

Proposal Date: January 5, 2015

City Proposed Language:

Article 27 - Cash In-Lieu of Medical Coverage

~~27.1 Effective with the plan year beginning January 2000, the City will provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.~~

~~To be eligible for this plan, an employee must either:~~

- ~~1. Change from full family coverage to employee plus one or employee only coverage;~~
- ~~2. Change from employee plus one coverage to employee only coverage;~~
- ~~3. Change from any level coverage to no coverage; or~~
- ~~4. Be a new employee choosing no coverage.~~

~~Employees may opt out of medical coverage and receive a portion of what the City would otherwise have contributed toward medical coverage.~~

~~Effective the first full pay period in the second month following ratification and approval by the City Council, Payment shall be made on the following schedule: Current employees who receive cash in-lieu of medical coverage payment prior to the above mentioned date shall complete a new Cash In-Lieu of Medical Coverage Election Form to receive the following payment schedule.~~

Current	New	Monthly
E + 2(+)	0	\$125.00
E + 2(+)	E	\$ 75.00
E + 2(+)	E1	\$ 20.00
E + 1	0	\$100.00
E + 1	E	\$ 35.00
E	0	\$ 50.00
new	0	\$ 50.00

<u>Number of Dependents Waived, Including Self</u>	<u>Per Pay Period Payment</u>
<u>1</u>	<u>\$22.50</u>
<u>2</u>	<u>\$60.50</u>
<u>3 or more</u>	<u>\$98.50</u>

If the employee is currently a dependent of a City employee and covered by a CalPERS Health Plan, the employee is not eligible for reimbursement.

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver that he/she does have alternative coverage and that he/she understands that he/she will no longer receive coverage through a City sponsored CalPERS provided medical plan.

If an employee decides to increase his/her level of coverage either by reentering a City sponsored PERS provided medical plan or including a dependent in his/her current coverage, he/she ~~must submit a health statement for the provider's approval or enroll during the annual open enrollment period~~ may enroll in accordance with CalPERS procedures.

~~Responsible procedures for exercising this option and for reentering City sponsored PERS provided medical plans shall be established by the City.~~

Employees receiving cash in-lieu payments must provide documentation to verify their dependents' eligibility, such as a marriage certificate, domestic partnership registration, and birth certificate, etc.

BEREAVEMENT LEAVE – City Proposal # 4

Proposal Date: February 25, 2015

City Proposed Language:

- 31.1 An employee ~~who has completed thirteen (13) pay periods of service~~ shall be entitled to bereavement leave in an amount not to exceed forty (40) work hours where death has occurred to a person on the list below.

Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director.

The City reserves the right to require proof of death from the employee.

- 31.2 To qualify for bereavement leave the death must occur to an employee's spouse or registered domestic partner, or to the employee's or the spouse's/registered domestic partner's father, mother, step-father, step-mother, son, daughter, brother, sister, grandparent, or grandchild.

LABOR-MANAGEMENT COMMITTEE – City counter to COA # 7

Proposal Date: January 22, 2015, slightly modified

City Proposed Language:

- 45.1 The parties shall continue the joint Labor-Management Committee. Each side shall have two representatives on the Committee, plus additional people as reasonably needed for a specific topic. The Committee shall meet as necessary and usually bi-monthly. ~~as necessary monthly.~~ However, during the term of this agreement, if requested by the COA, the Committee shall meet to discuss staffing standards. The parties shall consider, among other matters, state and national dispatcher standards, including Erlang C. This subject matter (staffing) may be discussed by the Labor-Management Committee annually, if requested by the COA. It is expressly understood that any final decision regarding staffing levels is within the sole prerogative of the City Council.
- 45.2 The parties agree that this Committee is formed to resolve labor-management issues in a way that maximizes the chances of mutual agreement. The purpose of the meetings is to exchange information and to identify and work to resolve potential problems or issues as they arise.
- 45.3 Recommendations of a majority of the Committee shall be routed through the Communications Manager, ~~Bureau of Technical Services~~ to the Director of the Public Safety Department. The parties agree that such meetings shall not be negotiations. Therefore, the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results and that is ratified by COA and the appropriate City representatives.

HOUSEKEEPING – Proposal # 22

Proposal Date: January 5, 2015

City Proposed Language:

Article 7 – Full Understanding, Modification, and Waivers

- 7.2 It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any ~~matter covered~~ MOU provision herein.

City agrees to notify the COA in writing of any proposal to change wages, hours, or terms and conditions of employment not specifically covered by this Agreement and to meet and confer in good faith with COA prior to adopting such proposal. Existing benefits which could be considered part of a “total and quantifiable compensation package” (i.e. monetary benefit to one or more employees, such as leaves) may not be changed without mutual agreement. In all other matters, the parties agree that in the event

the parties are unable to reach agreement, the Impasse Procedures set forth in Section 2.24.260 of Chapter 2.24 of the Sunnyvale Municipal Code (Employer-Employee Relations Code) and of City's Administrative Policy Manual shall not be utilized. Once impasse is reached, the City may exercise its rights pursuant to the Meyers-Milias-Brown Act.

~~City shall amend its Employer-Employee Relations Code and Administrative Policy Manual to reflect the terms and conditions of this paragraph.~~

Article 9 - Renegotiations

9.1 ~~In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period of 120 days and 90 days prior to the termination date of the MOU, its written request to commence negotiations as well as its initial written proposal to modify the current MOU. Parties agree to commence negotiations no later than 120 days prior to the termination date of the MOU.~~

~~Upon receipt of such written notice and proposals, negotiations shall begin no later than 60 days prior to the termination date of the MOU.~~

Article 12 – Civil Service Rules and Regulations

~~12.2 The parties acknowledge that the City is currently updating the Civil Service Rules and Administrative Policies and will provide the Association copies of any proposed changes. Upon notice by the City, the Association will have the opportunity to meet and confer regarding the impact of any changes within the scope of representation. If there is any contradiction between one or more MOU provisions and the effectuated changes, the MOU will prevail.~~

Article 13 - Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any protected category under state and federal law ~~race, religious creed, color, national origin, ancestry, gender, sexual orientation, age, physical or mental disability, medical condition, or marital status.~~

Article 15 - Authorized Agents

For purposes of administering the terms and provisions of this MOU:

15.1 City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (street address: 505 W. Olive Avenue, Suite 200, Sunnyvale, CA 94086; mailing address P.O. Box 3707, Sunnyvale, CA 94088-3707; telephone (408) 730-7495), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The telephone number of the Human Resources Department will likely change during the term of the MOU. It is agreed that the MOU will be automatically updated by the Human Resources Department to reflect the new telephone number should it change during the term of the agreement.

Article 16 - Wages

16.7.2 Definition of Selected Benefits

16.7.2(a) Medical

~~The maximum monthly dollar amount paid by an agency for this benefit; however, the maximum monthly dollar amount paid for medical insurance shall not exceed the PEMHCA Kaiser +2 contribution for PERS established Bay Area/ Sacramento Region. The amount to be reflected as the Sunnyvale medical contribution is \$515.00 per month.~~

16.7.2(b) Retirement

~~For purposes of calculating the formula to reflect the employee's contribution towards the PERS 2.7@ 55 plan, an amount will be added to the City of Sunnyvale's top step salary equivalent to the following percentages during the term of this agreement:~~

~~2008: 2.75%
2009: 1.375%
2010: 0%~~

16.8.6 The dollar difference between the City of Sunnyvale's current total compensation (including the amount identified as a retirement contribution in 16.7.2(b) and the average total compensation plus nine and one half percent (9.5%) as determined in 16.8.5 above shall be calculated.

Article 19 – Out-of-Class Premium

19.1 With management approval, employees who are eligible to work in a higher classification and work in such classification for a minimum of five (5) hours shall be compensated at five percent (5%) above the employees' normal base pay or the first step of the higher level position, whichever is greater.

~~Employees who are assigned to work in a higher classification and work in such classification for a minimum of one (1) shift shall be compensated at five percent (5%) above the employee's normal pay or the first step of the higher level position, whichever is greater. Compensation shall be based on the actual hours worked during the out-of-class assignment.~~

Article 25 - Insurance Programs

25.1 General

The City shall continue to provide group medical, vision, life insurance/accidental death & dismemberment (AD&D), long term disability (LTD), and employee assistance insurance plans.

During the term of this agreement, employees shall receive City contributions applied as provided in the City's Salary Resolution in the same amounts and at the same times that employees represented by the Public Safety Officers Association (PSOA) receive City contributions for similar insurances. The amount the City contributes for PSOA (\$515 per month) for medical, vision, employee assistance program, and optional life insurance shall be applied to medical insurance, vision insurance, the employee assistance program, and optional life insurance for COA.

25.5 Life Insurance/AD&D:

The City shall provide basic Life and Accidental Death and Dismemberment Insurance for each employee in an amount equal to that employee's base annual salary rounded to the nearest thousand, up to a maximum coverage of \$175,000.

Such insurance shall be at no cost to the employee, except that insurance amounts above \$50,000.00 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase optional insurance in an amount equal to the coverage provided by the City ~~and at the same rate the City pays,~~ up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase optional insurance at the time of hire, may purchase optional insurance ~~as provided above during open enrollment in an amount equal to the coverage provided by the City,~~ up to a combined maximum coverage of \$175,000, subject to approval by the carrier.

25.6 Long Term Disability (Income Protection):

~~Upon expiration of the Disability Benefits, an employee is eligible to apply for The City shall provide~~ long-term disability benefits ~~which that~~ provides for ~~2/367%~~ of ~~the employee's~~ pre-disability earnings to a maximum of ~~\$7,500~~\$11,000 per month ~~of paid benefits, subject to the terms of the contract with the carrier.~~ The premiums for such LTD insurance shall be paid by the City.

Article 38 – Days Off Rotation

~~38.1 — For employees on a regular 5/8 schedule, regular days off will be rotated sequentially for each shift every four (4) months among the available shifts within that watch, to the nearest pay period according to the schedule in effect.~~

~~38.2—Days Off Rotation for any other schedule other than a regular 5/8 will occur as specified in the special schedule agreement.~~

Article 39 - Shift Substitutes

39.1 Dispatchers and Senior Dispatchers shall be entitled to substitute amongst one another by mutual agreement subject to these conditions:

39.1.1 Request must be submitted by the parties to the substitution indicating the shift or tour of duty for which the substitution is to take place with written statement signed by both parties that the City will not be held liable for any overtime involved in the fulfillment of the agreement by either party to the agreement to satisfy the conditions agreed to, nor that the City will be held liable for any incidents occurring to the party off the job as a result of the shift or tour of duty.

39.1.2 The substitution must be approved in advance by the communications manager or designee.

39.1.3 The person initiating the trade is to be charged.

39.1.4 The trade and its repayment will not be subject to overtime provisions.

~~39.1.5 No shift substitutions nor paybacks will be approved for scheduled training days or special training days scheduled at the beginning of the schedule year by the training division except under extenuating circumstances and approved by the Division Commander.~~

~~39.1.6 Shift trade paybacks will be allowed only on regular days off.~~

~~39.1.7~~ 39.1.5 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.

Article 45 - Labor-Management Committee

45.1 The parties shall continue the joint Labor-Management Committee. Each side shall have two representatives on the Committee, plus additional people as reasonably needed for a specific topic. The Committee shall meet as necessary. However, during the term of this agreement, if requested by the COA, the Committee shall meet to discuss staffing standards. The parties shall consider, among other matters, state and national dispatcher standards, including Erlang C. This subject matter (staffing) may be discussed by the Labor-Management Committee annually, if requested by the COA. It is expressly understood that any final decision regarding staffing levels is within the sole prerogative of the City Council.

45.2 The parties agree that this Committee is formed to resolve labor-management

issues in a way that maximizes the chances of mutual agreement. The purpose of the meetings is to exchange information and to identify and work to resolve potential problems or issues as they arise.

- 45.3 Recommendations of a majority of the Committee shall be routed through the Communications Manager, ~~Bureau of Technical Services~~ to the Director of the Public Safety Department. The parties agree that such meetings shall not be negotiations. Therefore, the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results and that is ratified by COA and the appropriate City representatives.

General Clean Up

- Fix any typographical errors
- Spacing issues
- Reference errors
- Incorporate existing side letters

TERM – City Proposal # 2

Proposal Date: December 9, 2014

City Proposed Language:

4.1 The term of this agreement shall be from ~~March 20, 2007~~the date approved by the City Council through ~~and including the pay period that ends~~ December 31, ~~2014~~2017.

WAGES (CALCULATION) – City Proposal # 24

Proposal Date: February 25, 2015

City Proposed Language:

16.6 Date of Implementation

Increases produced by the use of the formula will become effective the first full pay period ~~in February following Council approval~~ of each year during the term of this Agreement, ~~beginning with February 2008~~. Survey data shall be collected and available for review by the parties by the beginning of the pay period prior to pay period of implementation.

~~Effective February 2012 – 0% Salary Increase~~

~~Effective February 2013 – 0% Salary Increase~~

~~Effective February 2014 – 0% Salary Increase~~

Year 1: 3% Salary increase

Year 2: 2.5% Salary increase

Year 3: Revert to survey methodology (see Article 16.8)

~~Salary Survey is suspended for the term of the contract extension, however, the City will continue to conduct the survey during the term of the MOU extension to determine the new baseline.~~

16.8 Calculation

The following calculation shall be performed for the Public Safety Dispatcher.

16.8.1 Salary and all benefits listed in Section 16.5 shall be determined in monthly dollar amounts.

16.8.2 Salary and all benefits listed in Section 16.5 shall be added to determine total compensation.

16.8.4 The average of the total compensation of the agencies shall be calculated.

- 16.8.5 ~~Nine and one half~~five percent (~~9.55~~%) shall be added to the total compensation average calculated in 16.8.4.
- 16.8.6 The dollar difference between the City of Sunnyvale's current total compensation (including the amount identified as a retirement contribution in 16.7.2(b) and the average total compensation plus ~~nine and one half~~five percent (~~9.55~~%) as determined in 16.8.5 above shall be calculated.
- 16.8.7 The dollar difference calculated in 16.8.6 above shall be expressed as a percentage, rounded to the nearest hundredth of a percent, of the City of Sunnyvale's current total compensation.

Determine the required adjustment to current total compensation, by identifying the amount required to increase top-step monthly base salary, so as to equal ~~nine and one half~~five percent (~~9.55~~%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus ~~nine and one half~~five percent (~~9.55~~%)₂.

RETIREMENT – City Proposal # 19

Proposal Date: December 9, 2014

City Proposed Language:

Article 23 - Retirement

~~23.1 — Two-tier Retirement~~

- ~~a. At any time the second tier retirement formula is implemented for new employees, COA agrees to immediately accept implementation of the same retirement formula.~~

~~23.2 — Employee Contribution towards CalPERS~~

- ~~a. Effective with the first full pay period of July 2012, employees shall pay an additional one percent (1%) towards CalPERS retirement EPMC, for a total of two percent (2%) employee contribution.~~
- ~~b. Effective with the first full pay period of January 2013, employees shall pay an additional one percent (1%) towards CalPERS retirement EPMC, for a total of three percent (3%) employee contribution.~~

~~23.3 — The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature~~

~~or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue rulings, either by other rulings or regulations.~~

~~23.4 In the event that the City's payment of employees' PERS contribution is no longer authorized by law, the City has the right to discontinue it, in which the obligation to pay would fall upon the employee.~~

~~The City and COA further agree to meet and confer regarding the impact of such a change. At that point, there would be an adjustment to the salary formula.~~

~~23.5 The City shall report the value of employer paid member contributions (EPMC) of seven percent (7%) as additional compensation for each Unit member.~~

~~a. Effective with the first full pay period of July 2012, the City shall report the value of employer paid member contributions (EPMC) of six percent (6%) as additional compensation for each Unit member.~~

~~b. Effective with the first full pay period of January 2013, the City shall report the value of employer paid member contributions (EPMC) of five percent (5%) as additional compensation for each Unit member.~~

~~23.6 The City has contracted with PERS to provide for miscellaneous employees, including employees in this Unit, the retirement formula commonly called "Local Miscellaneous 2% @ 55". Effective July 1, 2007 the City shall contract with PERS to provide the 2.7% at 55 Local Miscellaneous Plan. At that time, the employee shall contribute the one percent (1%) additional amount towards the total 8% employee contribution.~~

~~In addition, the City has contracted with PERS to provide Level III of the 1959~~

~~Survivor Benefit which is applicable to employees in this Unit.~~

~~23.7 The City shall provide the Military Buy-Back Option for employees in this Unit at such time this benefit is implemented for PERS miscellaneous employees.~~

23.1 The City has contracted with CalPERS and shall provide pension benefits for miscellaneous employees, including employees in this Unit, in a manner consistent with State law and will comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.).

23.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.

23.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).

23.4 In the event that the City's payment of employees' CalPERS contribution is no longer authorized by law, the City has the right to discontinue it, in which the obligation to pay would fall upon the employee.

The City and COA further agree to meet and confer regarding the impact of such a change. At that point, there would be an adjustment to the salary formula.

23.5 Tier 1 – Local Miscellaneous 2.7% at age 55

Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

Effective the first full pay period following ratification and approval by the City Council, the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.

Effective January 3, 2016, the City shall contribute three percent (3%) of the eight percent (8%) employee contribution. Employee shall pay the remaining five percent (5%) of the employee contribution.

Effective January 1, 2017, the City shall contribute two percent (2%) of the eight percent (8%) employee contribution. Employee shall pay the remaining six percent (6%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

23.6 Tier 2 – Local Miscellaneous 2.0% at age 60

Employees hired on or after December 23, 2012 who are also classic CalPERS members shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model.

Effective the first full pay period following ratification and approval by the City Council, the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employees shall pay the remaining three percent (3%) of the employee contribution.

Effective January 3, 2016, the City shall contribute three percent (3%) of the seven percent (7%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.

Effective January 1, 2017, the City shall contribute two percent (2%) of the seven percent (7%) employee contribution. Employee shall pay the remaining five percent (5%) of the employee contribution.

The City's payment of the employees' CalPERS contribution is based upon authority from CalPERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

The City shall report the value of employer-paid member contributions (EPMC) as additional compensation for each employee.

23.7 Tier 3 – Local Miscellaneous 2.0% @ 62

Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

TRANSLATOR/BILINGUAL PAY – City Proposal # 3

Proposal Date: February 25, 2015

City Proposed Language:

- 20.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Translator/Bilingual skills, if they meet the following criteria:
 - 20.1.1 Certification by the ~~director of the department~~Director of Public Safety that a particular assignment involves need for the required skills on a regular basis.
 - 20.1.2 Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at ~~Level 3 or higher~~ a proficiency level deemed to be appropriate by the Director of Human Resources, or Sign Language “communicator” skills as defined in Attachment A.
- 20.2 Qualifying languages are: ~~Chinese~~Cantonese, Japanese, Mandarin, Portuguese, ~~Sign Language~~, Spanish, Tagalog ~~(Filipino)~~, Thai, Vietnamese, Farsi, and other

language(s) deemed appropriate by the City.

20.3 Bilingual/Translator pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular basis.

20.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.

20.4 Payment shall be:

20.4.1 ~~Twenty-five~~Fifty (\$~~2550~~50.00) per month/~~eleven-twenty-three~~ dollars and ~~fifty-four~~seventy cents (\$~~11.54~~23.07) per pay period for ~~Level 3-6~~intermediate proficiency ~~or Sign Language~~ "communicator" level skills; or

20.4.2 ~~Fifty~~ Eighty-five dollars (\$~~50~~85.00) per month/~~twenty-three~~thirty-nine dollars and ~~eight-twenty-three~~ cents (\$~~23.08~~39.23) per pay period for ~~Level 7 or higher~~advanced proficiency.

Attachment A

Bilingual/Translator Proficiency Levels

	A	No ability whatsoever or knowledge limited to isolated words and/or phrases.
Functional	1	Can greet people and introduce him/herself and others and can ask and answer questions about pe details such as where he/she lives, people he/she knows, and the things he/she has. Can understand dates and numbers, and give information for a registration or application form. Can express simple needs and interact in a simple way, if the other person talks and clearly and provides help, for example by repeating what he/she says. Can ask for and give directions, and order a meal.
	2	Can understand and pass on simple messages. Can deal with simple, straightforward information maintain simple face-to-face conversations, using at least one form of the present, past and future tenses. Can give a simple descrip presentation about people, daily routines (at home and at work), likes/dislikes, etc. in a series of simple phrases and sent Can ask for and understand information to satisfy routine needs – for example when shopping or making travel and hotel arrangements when coping with ordinary problems over the telephone.
Intermediate	3	Can follow the general meaning of a conversation about familiar subjects. Can initiate, sustain, and c conversation, covering a range of circumstances and topics, albeit with some errors. Can participate in guided discussions – e.g give professional instructions, explain a simple problem and give a solution, take visitors around their premises, offices or factories, or on the status of a project. Can extend and politely reply to invitations, offer congratulations, and express preferences, agreem disagreement or make complaints.
	4	Can understand information on familiar topics in contextualized settings and carry out sustained conver

		with others on an expanding variety of general topics. Can purchase and describe familiar equipment, negotiate an agreement or to employment, establish professional contacts, deal with official procedures (visas, customs), give advice and make suggestions, for example, concerning health and safety.
Upper Intermediate	5	Can carry out conversations using a number of strategies appropriate to a range of circumstances and while limited vocabulary still necessitates hesitation and wordiness, can produce connected speech for simple narrative descriptions. Can ask and answer predictable questions in the workplace. Can describe and give straightforward instructions for processes and are comfortable in ordinary social and professional situations – including participating in discussions and meetings and interrupting for explanations or to express their opinions about a project. Can discuss the quality of a product or service, express hypotheses and their consequences. Can understand and use all basic sentence structures and some more sophisticated ones, with the appropriate verb constructions.
	6	Can communicate competently and comfortably in many professional and personal contexts, and can use a variety of different ways of formulating what he/she want to express. Can manage communication adequately even in socially or lexically demanding situations – by asking for repetition or consulting a dictionary. Can participate easily in conversations with several native speakers, understand the general meaning of a meeting and ask for explanations when needed, deal with more demanding situations such as consulting a lawyer, accountant, or other professional, discuss a project and express demands, opinions or ideas. Can hold long telephone conversations, make travel arrangements and deal with unexpected problems.
Advanced	7	Can produce, initiate, and sustain spontaneous language interactions, although wordy when necessary, can express opinions and defend their ideas during a discussion and understand some idiomatic expressions used by native speakers. Can perform a variety of functions in situations such as managing an office – e.g., can settle a disagreement and use appropriate vocabulary to deal with professional situations. Can present and summarize ideas to a group, with some assistance. Can use the language in more cognitively demanding situations, and can use it as a means for learning in other personal, academic or professional areas.
	8	Can communicate effectively and appropriately even in demanding communicative tasks and situations such as conducting a meeting. Can participate easily in social and professional conversations. Can deal comfortably with most subjects over the telephone. Can receive and understand business people, give a report or make a professional presentation in an open meeting, and make presentations. Can speak easily and with different shades of meaning, and can comprehend speech with ease, even on demanding subjects.
Professional	9	Can communicate effectively with various audiences on a wide range of familiar and new topics to meet personal, academic and professional demands. Can participate confidently and effectively in discussions and meetings. Can express opinions and defend their

	<p>ideas during discussion with several people. Can organize work over the telephone. Can give clear, detailed descriptions and presentations, and use appropriate expressions to give style when speaking on a wide range of often complex subjects.</p>
10	<p>Can develop ideas, in speech, clearly and coherently. Can communicate at an exceptional level of language proficiency, approaching that of an educated or well-read native speaker, in situations specific to their field. Can comprehend speech at a very high analytical and critical level. Can understand and use cultural references in a way that evidences a deep comprehension of the society in which the language is spoken. Can communicate naturally and effectively in most formal and informal conversational situations on practical, social, academic, professional, and abstract topics — including many, which presume considerable experience in public speaking and critical listening. Can explain in detail and hypothesize on concrete and abstract topics, using extended discourse. Can evaluate and support views on controversial matters with a certain sensitivity. Can prepare complex reports on work-related topics.</p>
N	<p>Native proficiency or a level of proficiency indistinguishable from that of an educated native speaker.</p>

TRAINER COMPENSATION – City Proposal # 11

Proposal Date: February 11, 2015

City Proposed Language:

21.1 ~~Effective the first full pay period following ratification of this MOU by the COA membership and approval by the City Council, a~~An employee in the classification of Public Safety Dispatcher or Senior Public Safety Dispatcher who is assigned as a Trainer (CTO) shall be compensated at five percent (5%) above the employee’s normal base pay when assigned to perform CTO duties.

21.2 Duties of the CTO

21.2.1 Duties of the CTO include the following:

- i. Training new dispatchers.
- ii. Remedial training of employees.
- iii. Providing training material for dispatchers by attending work-related classes.
- iv. Writing, updating and/or re-writing Training Materials such as the Training Manual, Daily Observation Reports, etc.
- v. Making recommendations on how to improve the CTO program.
- vi. Assisting with S.O.P. training manual updates.
- vii. Other duties as assigned.

21.3 CTO Assignments

21.3.1 Management will assign CTO status ~~on an annual basis with the shift bid.~~

21.3.2 If a Senior Dispatcher is assigned to fill in for a CTO who is absent from work, the Senior Dispatcher will be compensated for the hours performing the CTO duties.

PAID TIME OFF – City Proposal # 14

Proposal Date: December 9, 2014

City Proposed Language:

Article 29 – Vacation

~~29.1 – Vacation shall be accrued as follows:~~

~~3.4 hours per pay period for employees with 130 or fewer pay periods of continuous service (0 – 5 years).~~

~~5.0 hours per pay period for employees with 131-260 pay periods (5 – 10 years) of continuous service.~~

~~6.5 hours per pay period for employees with 261-520 pay periods (10 – 20 years) of continuous service.~~

~~7.0 hours per pay period for employees with 521-650 pay periods (20 – 25 years) of continuous service.~~

~~8.0 hours per pay period for employees with 651 or more pay periods (25+ years) of service.~~

~~29.2 – Maximum Accumulation~~

~~Employees may accumulate vacation leave up to 400 hours.~~

~~29.3 – Vacation Use~~

~~Employees are encouraged to schedule and use a minimum of 40 hours of vacation leave per year.~~

~~29.4 – Exceeding Cap Due to Work Requirements~~

~~In the event the City requires any employee to work at a time which results in that employee's vacation accrual to exceed the maximum permitted (400 hours), then such employee shall be paid for such excess vacation hours, rather than lose them or be forced to take vacation.~~

~~29.5 – Vacation Accrual Pro-ration on Authorized Leave Without Pay~~

~~Vacation accrual will be prorated on the ratio of authorized leave without pay to 80 hours to the nearest one-tenth of an hour as shown in the following example:~~

~~Assume 8 hours of authorized leave without pay is taken in an 80-hour pay period.~~

~~72 work hours/80 pay period hours =~~

~~90% x 8.0 (maximum vacation accumulation) =~~

~~7.2 hours~~

~~Employees on leave without pay status as a result of tardiness will continue to accrue vacation leave at the usual rate provided the tardiness does not exceed 1 hour.~~

29.6 Vacation Leave Special Use

~~Each payroll year, employees may elect to use up to a maximum of thirteen (13) hours of their vacation leave time pursuant to the rules governing the use of floating holiday time.~~

29.7 Prime Time and Seniority defined

~~Prime Time shall be defined as the periods between the following inclusive dates:~~

~~June 1 through September 15~~

~~December 20 through January 5~~

~~The week before and after Easter~~

~~For purposes of administering the provisions of Section 29.8 and 29.9 Seniority shall be calculated on the basis of total continuous City service in COA represented classifications.~~

29.8 Vacation Lists and Scheduling During Prime Time Periods

~~Separate vacation lists for use during the Prime Time periods described in Section 29.7 shall be established on the basis of seniority for employees in the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher. Such lists shall be used for the exclusive purpose of determining seniority for vacation scheduling during Prime Time periods and shall not, in any way, be used to determine vacation eligibility or seniority for dates outside of that period. It is understood and agreed by the parties that not more than one employee in the same classification can be on vacation during a "Prime Time" period.~~

29.9 Vacation List and Scheduling During Non-Prime Time Periods

~~In addition to the two lists described in Section 29.8, a single and separate seniority list containing the names of both Public Safety Dispatchers and Senior Public Safety Dispatchers shall be established for the purpose of scheduling vacation days other than the Prime Time days described in Section 29.7. It is understood and agreed by the parties that not more than one employee in the same classification can be on vacation during a Non-Prime Time period.~~

29.10 Single Day Vacations

~~Effective July 1, 2008, single day vacations will only be approved if they do not result in overtime liability for the City. Use of per diem personnel shall not count as "overtime liability" under this section. All single day vacations must receive prior approval of management.~~

~~The Association may once request to meet with the City regarding single day vacation use after July 1, 2008, in the event that there is a staffing shortage that affects ability to secure time off. If the parties do not reach a mutual agreement, then the change described in the paragraph above will remain in effect.~~

Article 29 - Paid Time Off

All probationary and regular employees shall accrue and use paid time off (PTO) consistent with the provisions of this article.

29.1 Definition

Paid Time Off (PTO) is paid leave earned by employees that may be used for vacation, medical appointment, illness/injury, emergency, or personal business such as care of sick family members or school visits or similar appointments. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, workers' compensation, and holiday.

29.2 Conversion

Effective the first full pay period following Council approval, each full-time employee shall receive a one-time, fifty hour credit for PTO. Employees who do not work a full-time schedule shall receive a pro-rated share of the conversion of PTO.

In addition to the one-time credit, each employee's accrued vacation hours will be converted to PTO hours on a one-for-one basis.

29.3 Accrual

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

29.4 Accrual Rates

Employees shall accrue PTO each pay period in relation to their years of continuous service.

The Accrual rates are listed below:

<u>Service Period</u> <u>Pay Periods</u>	<u>Years</u>	<u>Hrs/pp</u>	<u>Accrual Rate</u> <u>Hrs/Yr</u>	<u>Days/Yr*</u>
<u>1-26.99</u>	<u>0 to 1</u>	<u>5.5</u>	<u>143</u>	<u>17.875</u>
<u>27-130.99</u>	<u>1+ to 5</u>	<u>6.5</u>	<u>169</u>	<u>21.125</u>
<u>131-260.99</u>	<u>5+ to 10</u>	<u>8.0</u>	<u>208</u>	<u>26.000</u>
<u>261-442.99</u>	<u>10+ to 17</u>	<u>9.5</u>	<u>247</u>	<u>30.875</u>
<u>443-650.99</u>	<u>17+ to 25</u>	<u>10.5</u>	<u>273</u>	<u>34.125</u>

<u>651 or more</u>	<u>25 or more</u>	<u>11.0</u>	<u>286</u>	<u>35.750</u>
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*Based on an eight hour/day schedule.

Accruals carry over from one payroll calendar year to the next.

29.5 PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hour cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes-out PTO time as provided in this Article. It is the employee's responsibility to manage his/her leave to avoid reaching the accrual cap.

29.6 Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40 hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. An employee may take scheduled or non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

29.6.1 Scheduled PTO

All employees may take scheduled PTO. Except for illness or emergency, all PTO shall be pre-planned and pre-approved in accordance with any applicable department, division and/or City policy.

29.6.2 Non-Scheduled PTO

All employees may take non-scheduled PTO for an unanticipated illness or emergency. On the day of the absence, an employee, or someone on the employee's behalf, must provide notice of non-scheduled PTO at or before the start of the employee's scheduled work day. The notice must designate the absence as either an illness or an emergency. The City may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than unanticipated illness or emergency or circumvents the scheduled PTO process.

An employee's routine use of non-scheduled PTO might cause the City to suspect leave abuse and initiate an investigation. This investigation could include but is not limited to requesting that the employee obtain a physician's note concerning an illness which the City suspects is part of a pattern of leave abuse or if the City has information that the employee may not have been ill or injured.

29.6.3 Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director of the Director's designee, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days.

29.7 PTO Cash-Out

One time each year, each employee may cash-out accrued PTO at the end of the payroll calendar year when they make an irrevocable election in the prior calendar year for the amount of leave they wish to cash out.

An employee may cash-out up to 100 hours of PTO each year, so long as the employee maintains a balance of 120 hours.

The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

29.8 PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager approval, may use accrued available PTO to extend the date of separation or retirement.

29.9 PTO Donation

An employee may donate PTO to another City employee who has experienced a serious illness or injury that is not fully covered by the injured or ill employee's PTO and/or other City leave programs, consistent with the City-Wide Employee Emergency Relief Fund Program set forth in Article 19.3.

FLOATING HOLIDAY – City Amended Proposal # 18

Proposal Date: February 25, 2015

City Proposed Language:

- ~~30.1 Employees shall be entitled to 20 hours of floating holiday leave during each payroll year.~~
- ~~30.2 Newly hired employees will be credited with a pro-rata share of the floating holiday hours.~~
- ~~30.3 Employees leaving during a payroll year will have floating holiday hours prorated on their final paycheck.~~
- ~~30.4 An employee having unused floating holiday hours at the end of the payroll calendar year has the option of having all of the unused hours paid in cash or added to his/her vacation balance provided such addition of hours does not cause the employee's vacation leave balance to exceed the maximum accrual allowed (see Article 29.2).~~
- ~~30.5 Floating holiday leave may be granted with the approval of the appropriate supervisor or designee.~~

In exchange for deletion of floating holiday, the holiday in-lieu accrual language shall be amended as follows:

- 18.1 Employees shall be entitled to in-lieu holiday pay equivalent to ~~88-108~~ hours per year, paid at ~~3.394.15~~ hours per pay period.

EMERGENCY FAMILY LEAVE – City Proposal # 17

Proposal Date: December 9, 2014

City Proposed Language:

~~Article 32 – Emergency Family Leave~~

~~32.1 Employees are entitled to emergency family leave not to exceed eight (8) work hours during a standard work day subject to the following conditions:~~

~~32.1.1 Emergency family leave may be authorized for sudden illness or disability of spouse or child requiring immediate attention at home, the doctor's office or at the hospital.~~

~~32.1.2 Emergency family leave shall not be authorized for:~~

- ~~disability beyond the emergency;~~
- ~~routine illness or disability (colds, headache, etc.);~~
- ~~family medical appointments for continuing illness or disability, if for routine care;~~
- ~~emergency care of family other than spouse or child;~~
- ~~attendance at hospital with spouse or child for scheduled surgery or routine hospitalization;~~
- ~~scheduled delivery of spouse or child to hospital; or~~
- ~~child care during spouse's scheduled medical visits.~~

MEDICAL APPOINTMENT LEAVE – City Proposal # 16

Proposal Date: December 9, 2014

City Proposed Language:

~~33.1 Medical appointment leave for appointments with medical doctors and dentists may be authorized after the employee has completed twenty-six (26) consecutive pay periods of service. This leave will not exceed two (2) hours during a standard daily work schedule.~~

~~33.2 Employees should take all due care to reduce the impact of medical appointment leave on their work schedule. Employees should make every reasonable effort to schedule medical, dental, and related appointments on their off duty time. If this is not possible, employees should attempt to schedule appointments as close to the beginning or ending of that shift as possible.~~

WORKERS' COMPENSATION – City Proposal # 15

Proposal Date: December 9, 2014

City Proposed Language:

Article 34 – Disability Leave

~~34.1 After completion of twenty-six (26) consecutive pay periods of service, the City shall provide regular salary for disability leave, less any coverage provided by any other insurance program, for the first ninety (90) calendar days of each and every disability. The specific application of this program is governed by the applicable provisions of the City's Personnel Policies and Salary Resolution.~~

Article 34 – Paid Medical Leave and Workers' Compensation

~~34.234.1~~ Employees shall have forty (40) hours of combined disability leave and Workers' Compensation leave available for use as needed in the first year of employment. The specific application of this program is governed by the applicable provisions of the City's Personnel Policies and Salary Resolution.

~~34.2.1 An employee with less than twenty-six (26) pay periods of service who has exhausted his/her paid leaves, in the event of a medical disability, may access the Emergency Relief Fund.~~

34.1.1 Paid Medical Leave

After completion of 26 consecutive pay periods of service, employees shall be required to use PTO for the first 120 hours of absence for the illness or injury. Following the employee's use of PTO for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee for up to 90 days of paid leave. After 90 days, the employee shall become eligible for Long Term Disability.

34.1.2 Employees may be authorized up to forty (40) hours of interim paid medical leave from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim paid medical leave shall terminate, including any unused amount. The total allowable paid medical leave for employees for work-related and non-work related paid medical leave combined is forth (40) hours during the first year of employment.

34.2 Workers' Compensation

Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive two-thirds of their salary (untaxed

income in accordance with state and federal law) as workers' compensation benefits and one-third of their salary (taxed income) through the City's salary continuation program. During this salary continuation period employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.

34.3 Waiting Period

There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.

34.4 Paid Time Off Option

From the 61st day and continuing on WC leave, the employee shall receive two-thirds of their salary as workers' compensation benefits paid by the City's third party administrator. Salary continuation will cease, but employees shall have the option to use accrued PTO in order to receive their full salary. Employees shall not be required to use PTO during this time. Employees who are out on a WC leave for more than 90 days will be placed on Long Term Disability status and can apply for Long Term Disability insurance benefits. WC temporary disability benefits continue during this period.

34.5 Medical Appointments

If follow-up treatments and medical appointments are required to treat the work-related injury or illness after an employee returns to work from WC leave, the employee is entitled to use up to two hours of workers' compensation appointment leave (paid time) for each appointment. Such paid medical leave appointments shall be allowed until the employee is declared permanent and stationary by the treating physician. Once such designation has been made, the employee will be required to use PTO for any further medical appointments.

34.6 Health Benefits

During WC leave, health premiums are paid in the same manner as they are while the employee is working: one month in advance. If the employee is out for more than 60 days, the premium for days 61-90 would be covered from the prior month premiums. After 90 days off work, when the employee is on LTD status, the employee will be on direct pay for health insurance as they would have been before the PTO plan was implemented.

34.7 Seniority

Employees will accrue full seniority for the first 90 days of WC leave regardless of whether they use PTO to supplement WC benefits. After 90 days on WC leave, the accrual of seniority will cease as the Employee would be on LTD.

34.8 CalPERS Service Credit

Employees will accrue service credit while on salary continuation during the first 60 days off work. Service credit is not accrued once salary continuation ends unless the employee elects to use PTO. If the employee uses PTO, service credit will only accrue for the actual PTO hours used. However, CalPERS gives credit for a full year as long as the employee is in paid status for 10 months of the year.

Proposal Date: February 25, 2015

City Proposed Language:

- xx.1 MOU: Overtime work shall be defined as any time worked in excess of the assigned schedule. All hours worked in excess of an employee's assigned schedule shall be compensated at least at the rate of one and one-half times the employee's hourly rate of pay provided by the MOU.
- xx.2 FLSA: The City is committed to honoring its overtime obligations under the Fair Labor Standards Act. Thus, for all hours actually worked in excess of forty (40) in a seven day workweek, employees shall be compensated in an amount to ensure that they are receiving overtime pay in an amount at least equivalent to the rate of 1 1/2 times regular rate of pay. Thus, for those work periods in which FLSA overtime obligations are triggered, employees shall receive overtime pay consistent with a lawful FLSA methodology, or MOU overtime, whichever yields a higher amount.
- xx.3 Savings: During negotiations, the parties reviewed the City's methodology for computing FLSA pay, and all parties agree that the methodology complies with the law. In the event there is an individual challenge under the FLSA that calls into question the City's overtime pay methodology, the parties agree to re-open the MOU to address this provision only, and to ensure that affected members receive the minimum overtime required under the FLSA.
- xx.4 Schedules: Employees should have a reasonable expectation of a consistent schedule. Schedule changes should be made for operational needs and not solely for the purpose of avoiding overtime.

UNIFORMS – City Proposal # 10

Proposal Date: February 25, 2015

City Proposed Language:

Article XX. Uniforms

- XX.1 Employees in the Communications Unit are required to wear uniforms during work hours unless otherwise specified by the unit manager.
- XX.2 Each employee required by the City to wear a uniform shall receive a uniform in the manner determined by the City.
- XX.3 A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.
- xx.4 Once per fiscal year, the City will provide a boot allowance in the amount of \$100.

COMPENSATORY TIME OFF – City Proposal # 9

Proposal Date: February 25, 2015

City Proposed Language:

- 36.1 ~~During each year, management may authorize up to~~ At any given time, an employee may not have a current accrual balance of more than 160-100 hours of compensatory time off (CTO) as payment for overtime worked, in lieu of overtime pay.
- 36.2 CTO shall be paid at the rate of one and one-half (1 1/2-) times the overtime hours worked.
- 36.3 Time charged to compensatory time may not be changed to overtime and must be used by the end of the first full pay period in January.
- 36.4 At the end of the second pay period ending in January, unused compensatory time shall be paid at the employee's rate of pay on the check issued in that pay period.
- 36.5 Time off will be approved based upon the same relief policies governing ~~vacation leave~~paid time off for any schedule in effect throughout the term of this MOU. Compensatory time may be used in conjunction with or in place of approved ~~vacation~~paid time off.
- 36.6 In the event that overtime becomes necessary to cover approved compensatory time off, the employee providing this relief must receive overtime pay for the relief time worked.

TIME OFF BETWEEN SHIFTS – City Proposal # 13

Proposal Date: December 9, 2014

City Proposed Language:

Article 35 - Time Off Between Shifts

- 35.1 Whenever an employee's work schedule is changed (including by the assignment of overtime) the schedule must provide for (8) eight hours off between shift assignments. Except for scheduled training, employees shall receive compensation for regularly scheduled hours that fall within the eight-hour mandatory time off. In the event of schedule training the employee's shift may be modified to allow adequate rest time between shifts. However, the 8-hours minimum shall not apply ~~when the dispatch center is operating under Emergency Rules mode~~in the event of an emergency, as declared by the Director of Public Safety or his/her designee.

SINGLE DAY VACATIONS – City Counter to COA Proposal # 12

Proposal Date: February 11, 2015

City Proposed Language:

Single day vacations may be permitted under the following conditions: (a) no other dispatcher on the shift is working in an overtime capacity on that day; (b) the supervisor approves; and (c) the decision to permit single day vacations is not grievable.