

**CITY OF SUNNYVALE**

**and**

**COMMUNICATION OFFICERS ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**January 1, 2026 – December 31, 2028**



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**Comprehensive  
Memorandum of Understanding  
between  
The City of Sunnyvale  
and the  
Communication Officers Association  
2026-2028**

**PREAMBLE**

This Memorandum of Understanding (MOU) is between the City of Sunnyvale (City) and the duly authorized representatives of the Communication Officers Association (COA). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this unit.

**Article 1 Recognition**

- 1.1 The Communication Officers Association is recognized as the exclusive representative of employees in the Department of Public Safety's Communications (Dispatch) Unit. Represented classifications include, but are not limited to:
- Senior Public Safety Dispatcher,
  - Public Safety Dispatcher,
  - Public Safety Dispatcher – Lateral, and
  - Public Safety Dispatcher-in-Training.
- 1.2 Additional classifications, as deemed appropriate and as mutually agreed upon by the parties to be placed in this Unit, shall be included upon such determination.

**Article 2 Scope of Representation**

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

**Article 3 Ratification**

- 3.1 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 4 Term**

- 4.1 The term of this agreement shall be from January 1, 2026 through December 31, 2028. However, the term of this Agreement shall be extended for an additional year (through December 31, 2029) unless either party provides the other party with at least 180 days advanced written notice prior to

the expiration of the Agreement of their desire to open negotiations (email shall suffice as written notice).

## **Article 5 City Rights**

- 5.1 It is understood and agreed that the City retains all of its powers, rights, authority, duties and responsibility conferred upon and vested in it by the Laws and Constitution of the State of California, the City Charter, and the City Municipal Code, except as specifically limited, abridged or relinquished by the terms of this MOU.

## **Article 6 Ordinances, Codes, Resolutions**

- 6.1 This MOU complies with the provisions of City's Employer-Employee Relations Code, Chapter 2.24 in that the Employer-Employee Representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

## **Article 7 Full Understanding, Modifications, and Waivers**

- 7.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- 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 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. Once impasse is reached, 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.

- 7.3 The waiver of any breach, of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **Article 8 Severability**

- 8.1 In the event that any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall remain in full force and effect.
- 8.2 If a provision is declared invalid or unenforceable as provided in Article 8.1 above, then at the written request of either party submitted to the other within fifteen (15) calendar days of such action by the court, the parties shall promptly meet to determine the impact of such.

## **Article 9 Renegotiations**

- 9.1 Parties agree to commence negotiations no later than 120 days prior to the termination date of the MOU.

## **Article 10 Concerted Activities**

- 10.1 Employees will not strike, withhold services, engage in "slow-downs" or "sick-ins" or participate in any form of concerted activity which is intended to or does adversely affect job performance or rendering of City services.

## **Article 11 Civil Service Rules and Regulations**

- 11.1 This Agreement adopts by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.
- 11.2 Details of probation periods are described in the Civil Service Rules and Regulations Section 15.02 and the Administrative Policy Manual, Chapter 3, Article 23 Probationary Periods.

## **Article 12 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.

- 12.1 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 Article 12.2. They and each of them shall not discriminate against any employee or Organization member on account of complaints asserting violation of Article 12 that may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided in Article 12.2.
- 12.2 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.
- 12.3 The Sunnyvale Communication Officers Association supports in full the City's Equal Employment Opportunity Program.

## **Article 13 Authorized Agents**

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

- 13.1 City's principal authorized representative shall be the City's Director of Human Resources or their

duly authorized representative (street address: 456 W. Olive Avenue, Sunnyvale, CA 94086; mailing address P.O. Box 3707, Sunnyvale, CA 94088-3707; telephone (408) 730-7490), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- 13.2 The Association's principal authorized agent shall be the President of the Communication Officers' Association or their duly authorized representative. The Association's official mailing address is: P.O. Box 60372, Sunnyvale, CA 94088.

## **Article 14 Wages**

- 14.1 Steps 1 through the top step for Public Safety Dispatcher shall be set so that each step is 5% more than each previous step.

- 14.2 The salary for Public Safety Dispatcher-Lateral shall be the same as the Public Safety Dispatcher.

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

- 14.4 The salary for top step of Senior Dispatcher shall be 15% more than the top step of Public Safety Dispatcher.

### **14.5 Formula**

- 14.5.1 The parties shall survey and agree upon the total compensation for the Public Safety Dispatcher in the agencies listed in Article 14.6 below.

- 14.5.2 Total compensation shall include the individual compensation items listed in Article 14.7 based upon publicly available information for PEPRAs members (i.e., "New Members" as defined in the Public Employees' Pension Reform Act).

- 14.5.3 The compensation figures derived from the survey will be applied as described in Article 14.8.

- 14.5.4 Total compensation shall be averaged. The Sunnyvale Public Safety Dispatchers shall then receive compensation nine and one-half percent (9.5%) above that average.

### **14.6 Survey Agencies**

The parties agree the dispatch agencies to be surveyed shall be:

- Alameda
- Fremont
- Hayward
- Milpitas
- Mountain View
- Palo Alto
- San Leandro
- San Mateo
- Santa Clara

14.7 Survey Items

The parties agree that total compensation shall include only the following:

- 14.7.1 Top-step monthly base salary for the journey-level dispatch position that is or will become effective during the survey window as described in Article 14.9.1;
- 14.7.2 The member cost sharing contribution toward the agency rate;
- 14.7.3 The survey agency's payment for Education (e.g., Bachelor's Degree or higher);
- 14.7.4 The survey agency's payment for POST Certificates (e.g., Intermediate or above);
- 14.7.5 The survey agency's payment for deferred compensation;
- 14.7.6 The survey agency's maximum payment for medical insurance; and
- 14.7.7 The survey agency's payment for holidays, whether paid in hours or payment in lieu of holiday expressed as a monthly dollar figure. Where holidays are compensated as they occur, this number is calculated as the average monthly benefit (i.e., the annual dollar value of the holidays divided by 12).

14.8 Date of Implementation

Increases produced by the use of the formula will become effective the first full pay period following Council approval each year during the term of this Agreement. 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.

14.9 Methodology of Implementation

The parties agree that the proper methodology for determining the results of the formula set forth above shall be as follows:

14.9.1 Survey

Each agency listed in Article 14.6 above shall be surveyed by the city during the first 15 days of January to determine each item of compensation listed in Article 14.7 above that becomes effective during the survey window.

14.9.2 Monthly Rates

All compensation figures shall be recalculated into monthly rates, if necessary.

14.9.3 Step 6 Implementation

If during the term of the MOU or a mutually agreed extension, an annual salary survey results



in an increase of 6% or more to the top-step monthly salary, then the first time it occurs, 5% of that increase will be used to create a 6<sup>th</sup> pay step for each of the COA salary grades, and the remainder shall be applied as an adjustment to all salary grades. This would only happen once during the term of the MOU or a mutually agreed extension.

For example, using a hypothetical survey calculation result of a 6.75% salary increase to the current top-step monthly salary, a 6<sup>th</sup> pay step would be created and set at an hourly pay rate that is 6.75% above the then-current step 5 hourly pay rate. Then, steps 1 through step 5 shall be set so that each step is 5% more than each previous step, up to the new step 6.

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Before	Public Safety Dispatcher	58.7002	61.6352	64.7170	67.9528	71.3504	N/A
After	Public Safety Dispatcher	59.6785	62.6624	65.7955	69.0853	72.5396	76.1666

#### 14.10 Calculation

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

14.10.1 Salary and all benefits listed in Article 14.7 shall be determined in monthly dollar amounts.

14.10.2 Salary and all benefits listed in Article 14.7 shall be added to determine total compensation.

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

14.10.4 Nine and one-half percent (9.5%) shall be added to the total compensation average calculated in Article 14.10.3.

14.10.5 The dollar difference between the City of Sunnyvale's current total compensation and the average total compensation plus nine and one-half percent (9.5%) as determined in Article 14.10.4 above shall be calculated.

14.10.6 The dollar difference calculated in Article 14.10.5 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 percent (9.5%) 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 percent (9.5%).

### **Article 15 EMD and EFD Certifications Pay**

15.1 Employees in the bargaining unit shall be compensated at one percent (1%) above the employee's normal base pay for emergency dispatcher certification(s) by the National Academies of Emergency Dispatch (N.A.E.D.), for E.M.D. and one percent (1%) above the employee's normal base pay for E.F.D. The certification pay for E.M.D. and E.F.D. do not compound.

Certification pay shall be paid beginning the first full pay period after the certification is provided to the Office of the Chief and shall be withdrawn at any time the certification is not current.

## Article 16 POST Certification Pay

- 16.1 Effective the first full pay period in January 2026 (January 4, 2026) or the first full pay period following City Council adoption of the MOU, whichever is later, employees who acquire and maintain the Public Safety Dispatcher Certificate awarded through the California Commission on Peace Officer Standards and Training (POST) shall receive the following premium in addition to the employee's base hourly rate:

	Intermediate POST	Advanced POST
Dispatcher (exclude Lateral and in-Training)	\$100 per pay period	\$200 per pay period
Senior Dispatcher	\$150 per pay period	\$250 per pay period

- 16.2 Effective July 4, 2027, the amount shall be as follows:

	Intermediate POST	Advanced POST
Dispatcher (exclude Lateral and in-Training)	\$125 per pay period	\$225 per pay period
Senior Dispatcher	\$175 per pay period	\$275 per pay period

- 16.3 All premiums paid under this Article shall be paid beginning the first full pay period after the certification is provided to the Office of the Chief and shall be withdrawn at any time the certification is not current.

## Article 17 Education Incentive Premium

- 17.1 In recognition of the Department's interest in recruiting and retaining the most highly qualified employees, all COA members shall receive Education Incentive pay in the following amounts in addition to the employee's base hourly rate if they possess a Bachelor's degree from an accredited college or university, which the City and the Association mutually acknowledge enhance the employees' ability to perform their jobs. Pay shall be effective beginning the pay period following verification of the degree is received by the Department of Human Resources.

	Effective the first full pay period in January 2026 (January 4, 2026) or the first full pay period following City Council adoption of the MOU, whichever is later	Effective July 4, 2027
Dispatcher	\$150 per pay period	\$155 per pay period
Senior Dispatcher	\$175 per pay period	\$180 per pay period

- 17.2 Present to the Department of Human Resources proof that the employee has a degree earned from an accredited educational institution of higher learning. "Accredited" as defined in Education Code Section 94302(a) and for the purpose of this definition, means that an institution has been recognized or approved as meeting the standards established by an accrediting agency recognized by the United

States Department of Education, or the Committee of Bar Examiners for the State of California. It shall not include those institutions that have applied for accreditation, or are identified by accrediting associations as candidates for accreditation or have provisional accreditation.

## **Article 18 Translator/Bilingual Pay**

- 18.1 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:
- 18.1.1 Certification by the Director of Public Safety that a particular assignment involves need for the required skills on a regular basis – The Director of Public Safety has certified all represented classifications are eligible.
  - 18.1.2 Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at a proficiency level deemed to be appropriate by the Director of Human Resources.
- 18.2 Qualifying languages are: Cantonese, Japanese, Mandarin, Portuguese, Spanish, Tagalog, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the Department Director.
- 18.3 Translator/Bilingual pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular basis.
- 18.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted to a bargaining unit/association out of COA.
- 18.5 Effective the first full pay period in January 2026 (January 4, 2026) or the first full pay period following City Council adoption of the MOU, whichever is later, payment shall be \$46.15 per week (\$200 per month) for intermediate or higher proficiency.
- 18.6 Translator/Bilingual pay shall not be paid if an employee is on unpaid leave for the full pay period.

## **Article 19 Out-of-Class Premium**

- 19.1 Short-Term Out-of-Class Assignment
- 19.1.1 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.
- 19.2 Long-Term Out-of-Class Assignment
- 19.2.1 Whenever a Public Safety Dispatcher is assigned to the higher classification of Senior Dispatcher for a minimum of 4 consecutive weeks, the employee will be compensated at the rate of the fourth step of the Senior Dispatcher position for the duration of the assignment.

- 19.2.2 In accordance with Government Code 20480, out-of-class assignments to a vacant position are limited to 960 hours in a fiscal year. This limitation does not apply to a position that is temporarily available due to a leave of absence.

## **Article 20   Trainer Compensation**

- 20.1 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 ten percent (10%) above the employee's normal base pay when assigned to perform CTO duties as approved by the Communications Manager.

### **20.2   Duties of the CTO**

- 20.2.1 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 training manual updates.
- (vii) Other duties as assigned.

### **20.3   CTO Assignments**

- 20.3.1 Management will assign CTO status.

- 20.3.2 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.

## **Article 21   Shift Differential**

- 21.1 Effective the first full pay period in January 2026 (January 4, 2026) or the first full pay period following City Council adoption of the MOU, whichever is later, employees shall be compensated with a 5% differential for worked hours between 18:00 to 06:00.

## **Article 22   Special Assignment Differential**

### **22.1   Scheduling Public Safety Dispatcher**

- 22.1.1 Effective the first full pay period in January 2026 (January 4, 2026) or the first full pay period following City Council adoption of the MOU, whichever is later, an employee in the classification of Public Safety Dispatcher who is assigned the scheduling responsibilities shall be compensated with a 5% premium in addition to the employee's base hourly rate for the actual hours performing scheduling responsibilities as approved by the Public Safety Communications Manager.

22.1.2 Scheduling responsibilities shall include, but are not limited to, overseeing monthly scheduling processes; managing overtime and fair share bidding in Telestaff; approving/denying single day PTO requests and shift trade requests in accordance with the MOU; coordinating annual vacation bid; resolving scheduling vacancies; assigning coverage for trainings and special assignments; maintaining scheduling guidelines; and preparing annual scheduling related calendars.

22.1.3 This compensation does not meet the CalPERS definition of reportable special compensation.

## 22.2 Classification Study and Supervisor Premium

22.2.1 The City and the Association acknowledge that one of the Senior Public Safety Dispatcher incumbents is performing a broader scope of responsibilities than other employees in the same classification. These additional responsibilities include, but are not limited to, managing and supervising quality assurance programs for the dispatch center; maintaining EMD ACE and EFD certification requirements; reviewing performance evaluations with dispatchers and dispatch supervisors; identifying training needs and providing instruction to ensure compliance with protocol and communications standards; updating the Communications Procedure Manual; participating in special projects; preparing reports and analyzing CAD data related to the Patrol, Fire, and Communications divisions for Command Staff.

22.2.2 No later than March 1, 2026, the City shall complete a classification study for the responsibilities of the above mentioned Senior Public Safety Dispatcher incumbent/position. If changes are warranted for any positions the targeted implementation would be April 1, 2026.

22.2.3 As the incumbent employee is currently performing a wider range of duties and responsibilities than the Senior Public Safety Dispatcher classification, this assignment shall receive a 10% Special Assignment Lead Worker/Supervisor premium until the earlier of the classification study and the meet-and-confer process are completed and the results of the classification study are implemented or June 30, 2026.

## **Article 23    Call-Back Pay**

23.1 An employee who has completed their workday and has left the work site and is ordered to return to duty following the employee's normal workday shall receive pay for actual work performed or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

23.1.1 The order to return to work occurs following the termination of his or her work shift on the day the return is required, and

23.1.2 The employee actually returns to work.

- 23.2 An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if the employee is called back to work within two (2) hours of the previous call back.
- 23.3 An employee who is ordered to begin their shift up to two (2) hours prior to their normal starting time shall not be eligible to call back pay for that early call back.

## **Article 24 Uniforms**

- 24.1 Employees in the Communications Unit are required to wear uniforms during work hours unless otherwise specified by the unit manager.
- 24.2 Each employee required by the City to wear a uniform shall receive a uniform in the manner determined by the City.
- 24.3 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.
- 24.4 The value of City-provided uniforms has been calculated to be \$12 per pay period. This amount shall be reported to CalPERS as applicable.
- 24.5 Once per fiscal year, the City will reimburse for boot allowance in the amount of \$100.

## **Article 25 Premium/Incentive Pay Application**

- 25.1 All percentage-based premium/incentive pay, such as certification pay, etc., is applicable to paid work and leave taken hours, leave cash-out hours, and overtime hours, unless otherwise indicated in the respective articles or exception(s) listed below.

<b>Premium</b>	<b>Straight-time work</b>	<b>Leave used</b>	<b>Overtime</b>	<b>Leave cash-out</b>
Out-of-class: Short-or long-term	<b>Yes</b>	No	<b>Yes</b>	No
Trainer	<b>Yes</b>	No	<b>Yes</b>	No
Special assignment: Scheduling	<b>Yes</b>	No	<b>Yes</b>	No
Shift differential	<b>Yes</b>	No	<b>Yes</b>	No
Certification – EMD & EFD	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>

- 25.2 All flat rate premium/incentive pay, such as bilingual, holiday-in-lieu, etc., is applicable when the employee is in paid status for at least a portion of the pay period. An employee on leave without pay for an entire pay period will not receive flat rate premium/incentive pay, unless otherwise indicated in the respective articles.

- 25.3 For all premium/incentive pay requiring proof of attaining the requirements (e.g. Bachelor's degree, etc.), the employee shall receive the additional pay effective with the first pay period after the Human Resource Department receives the documentation, unless otherwise indicated in the respective articles.

## **Article 26 Retirement**

- 26.1 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.).
- 26.2 The City has contracted with CalPERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.
- 26.3 Employees' payment to their employee contribution to CalPERS shall be made pursuant to IRC Section 414(h)(2).
- 26.4 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.
- 26.5 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.
- 26.6 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.
- 26.7 Tier 1 and Tier 2 Contribution towards Retirement
- Effective February 15, 2026 or the first full pay period following City Council adoption of the MOU, whichever is later, the City will reduce its contribution for Classic members' "normal" contribution to zero. The reporting of the employer paid member contributions (EPMC) value as additional compensation will end. Classic members shall pay the entire 8% (for Tier 1) or 7% (for Tier 2) member contribution.
- 26.8 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.

## **Article 27     Deferred Compensation**

### **27.1     City Contributions**

- 27.1.1 Effective the first full pay period following City Council adoption of the MOU, the City shall contribute \$138.46 per pay period (\$3,600 per year) to the 401(a) account of each COA employee.
- 27.1.2 Until the 401(a) plan is administratively established, City contributions shall be made into the employee's 457(b) account.
- 27.1.3 An employee must be in paid status and be enrolled in the City's deferred compensation plan at the time of the contribution in order to receive the City's contribution (i.e., contributions will not be retroactive).
- 27.1.4 Employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

### **27.2     401(a) Plan**

- 27.2.1 As soon as administratively possible, the City shall establish a 401(a) plan for COA. All COA employees shall be enrolled in the 401(a) plan. Enrollment is mandatory and irrevocable.
- 27.2.2 City contribution shall be the amount described in Article 27.1
- 27.2.3 There shall be no mandatory employee pre-tax contribution. Employees may elect voluntary after-tax contributions.

### **27.3     457(b) Plan**

- 27.3.1 Employees are eligible to participate in a 457(b) deferred compensation plan with voluntary contributions.

## **Article 28     Federal Mandates/Social Security**

- 28.1 If the Federal Government passes legislation or a court of competent jurisdiction makes a ruling that makes Social Security applicable to the employees within the Unit, then the parties agree to meet promptly at the request of either party to negotiate the impact of such law or ruling.
- 28.2 It is the intent of the parties to minimize the fiscal impact of such law or ruling upon each of the parties. If possible, there shall be no increased cost to either party while maintaining benefits as close to existing levels as possible.
- 28.3 If the parties have not reached agreement within 30 days of the request to negotiate, the matter shall be submitted to the City's impasse procedure.



## **Article 29     PORAC Retiree Medical Trust**

- 29.1     The City is amenable to COA joining the PORAC Retiree Medical Trust or another retirement medical investment plan (Trust). The City will not be a signatory to the Trust. The Trust shall be funded via Employee contributions only to start. COA to provide City three (3) months' notice prior to the start of employee payroll deductions.

## **Article 30     Insurance Programs**

### **30.1     General**

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

During the term of this agreement, employees shall receive City contributions applied as provided in the City's Salary Resolution Section 5.505 to Section 5.525. The amount the City contributes shall be applied to medical and vision insurance.

Effective January 2026 or the first calendar month following City Council adoption of the MOU, the City's contribution shall be \$1,700 per month.

### **30.2     Dental Insurance**

30.2.1     Dental Insurance will continue to be provided by the Association.

30.2.2     The Association shall contract with a dental provider and make dental insurance available to all represented employees.

30.2.3     Employees shall be eligible for dental insurance the month following an employee's date of hire under the MOU.

30.2.4     The Association shall submit a detailed invoice including the name of employees and type of coverage to the City and the City shall pay the dental insurance premium for each employee by remitting such premiums to the Association.

30.2.5     During the term of this agreement, the City shall contribute up to the same maximum amount as provided for PSOA.

### **30.3     Employee Assistance Program (EAP)**

Benefits will be the same as those provided for other represented employees who participate in the Employee Assistance Program. Enrollment is mandatory. The premium is fully paid by the City.

### **30.4     Vision Care**

Benefits will be the same as those provided for other employee groups who participate in the Vision Care Program.

30.5 Life Insurance/AD&D

The City shall provide basic Life and Accidental Death and Dismemberment Insurance (life/AD&D) for each employee in an amount equal to that employee's annual base salary, 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 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase supplemental life/AD&D insurance in an amount equal to the employee's annual base salary, up to a combined maximum coverage of \$175,000.

Current employees, who did not purchase supplemental life/AD&D insurance at the time of hire, may purchase supplemental life/AD&D insurance during open enrollment in an amount equal to the employee's annual base salary, up to a combined maximum coverage of \$175,000, subject to approval by the carrier.

The premiums for the supplemental life/AD&D insurance are paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the supplemental life/AD&D premiums

30.6 Long Term Disability (Income Protection)

The City shall provide long-term disability (LTD) benefits that provide 67% of the employee's pre-disability earnings to a maximum of \$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 31 Pre-Tax Benefit/Arrangement**

31.1 Dependent Care Flexible Spending Arrangement (FSA)

The City shall continue to provide a plan in accordance with Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.

31.2 Health Care Flexible Spending Arrangement (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

31.3 Commuter Transportation Benefit

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS.

## **Article 32     Holidays**

### **32.1     City Holidays**

Designated holidays for employees are as follows:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

### **32.2     Holiday in-Lieu Pay**

COA employees work in positions that require scheduled staffing without regard to holidays. In lieu of all holidays observed by the City, COA employees shall receive holiday-in-lieu pay as additional compensation for the observed holidays as follows:

	<b>Effective the first full pay period in January 2026 (January 4, 2026) or the first full pay period following City Council adoption of the MOU, whichever is later</b>	<b>Effective July 4, 2027</b>
Dispatcher	\$315 per pay period	\$340 per pay period
Senior Dispatcher	\$365 per pay period	\$390 per pay period

## **Article 33     Paid Time Off**

All probationary and regular employees shall accrue and use Paid Time Off (PTO) consistent with the provisions of this article.

### **33.1     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, and workers' compensation.

### 33.2 Accrual

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment. All regular paid hours shall count towards 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.

### 33.3 Accrual Rates

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

The Accrual rates are listed below.

Accruals carry over from one plan year to the next.

The City Manager may authorize a higher accrual rate within the PTO accrual table for newly hired employees.

<b>Years of Service</b>	<b>Accrual Rate – Hours per Pay Period</b>	<b>Accrual Rate – Hours per Year</b>
0 to 1	5.5	143
1+ to 5	6.5	169
5+ to 10	8.0	208
10+ to 17	9.5	247
17+ to 25	10.5	273
25 or more	11.0	286

### 33.4 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 Article 33.6. It is the employee's responsibility to manage their leave to avoid reaching the accrual cap.

### 33.5 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:

#### 33.5.1 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.

### 33.5.2 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 workday. 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.

### 33.5.3 Return to Work Following Illness or Injury

The City may require, with approval by the Human Resources Director or 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 shifts.

### 33.6 PTO Cash-Out

One time each year, each employee may cash out accrued PTO in the last pay day in October 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 200 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.

### 33.7 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 within the same calendar year.

### 33.8 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.

33.9 Single day PTO may be permitted under the following conditions:

- (a) no other dispatcher on the shift is working in an overtime capacity on that team; dispatchers covering long term vacancies do not count as working in an overtime capacity;
- (b) per diem personnel can be utilized for self-arranged coverage and shall not count as overtime;
- (c) the supervisor approves; and
- (d) the decision to permit single day PTO is not grievable.

## **Article 34     Compensatory Time Off**

- 34.1 At any given time, an employee may not have a current accrual balance of more than 160 hours of compensatory time off (CTO) as payment for overtime worked, in lieu of overtime pay.
- 34.2 CTO shall be accrued at the rate of one and one-half (1-1/2) times the overtime hours worked.
- 34.3 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.
- 34.4 At the end of the second pay period ending in January, unused compensatory time shall be paid at the employee's regular rate of pay on the check issued in that pay period.
- 34.5 Time off will be approved based upon the same relief policies governing paid time off leave for any schedule in effect throughout the term of this MOU. Compensatory time may be used in conjunction with or in place of approved paid time off.
- 34.6 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.

## **Article 35     Bereavement Leave**

An employee is entitled to bereavement leave in an amount not to exceed forty (40) hours where death has occurred:

- 35.1 To an employee's spouse or registered domestic partner, parent, step-parent, child, sibling, grandparent or grandchildren.
- 35.2 To the parent, step-parent, child, sibling, grandparent or grandchildren of an employee's spouse or registered domestic partner.
- 35.3 Except as provided herein, all bereavement leave must be used within six calendar months of the date of death. 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.
- 35.4 The City reserves the right to require proof of death from the employee within 60 days, or longer if there is good cause.

## **Article 36    Paid Medical Leave**

- 36.1    Employees may be authorized up to forty (40) hours of interim Paid Medical Leave (PML) during the first year of service. After completion of 1 year of service, interim PML shall terminate, including any unused amount. The total allowable PML for work-related and non-work related PML is 40 hours.
- 36.2    After completion of 1 year of service, employees shall be required to use PTO or other available leave 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 calendar days. After 90 days, the employee shall become eligible for Long Term Disability.

## **Article 37    Workers' Compensation**

- 37.1    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 their regular salary through the City's salary continuation program. The taxation and CalPERS reportability of workers' compensation earnings and salary continuation, if any, are subject to the Internal Revenue Services (IRS) regulations and Public Employees' Retirement Law (PERL). 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 1 year of service.
- 37.2    Waiting Period
- There will be no waiting period before workers' compensation benefits or salary continuation begins for a qualified WC injury or illness.
- 37.3    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 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.
- 37.4    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.

37.5 Health Benefits

During the first 90 days of WC leave, health coverage continues in the same manner as they are while the employee is working. After 90 days off work, employees may be eligible for LTD insurance. Continuation of health coverage will be applied in accordance with the Administrative Policy Manual, Chapter 3, Article 24 Leaves, Section 5 Unpaid Leave.

37.6 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.

## **Article 38 Hours of Work and Overtime**

38.1 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.

38.2 FLSA: The City is committed to honoring its overtime obligations under the Fair Labor Standards Act (FLSA) and will comply with the FLSA regulations. Employees shall receive overtime pay consistent with a lawful FLSA methodology, or MOU overtime, whichever yields a higher amount.

38.3 Schedule Change: When an employee's schedule is changed from one schedule to another, the employee is required to complete the previously scheduled shift. Any hours worked that extend into the next calendar day or pay period shall be reported as regular hours toward the prior schedule and applied to overtime calculations under the Fair Labor Standards Act, as applicable. For example, if an employee is reassigned from a cross-midnight shift to a same-day schedule, the employee must complete the prior cross-midnight shift, and any hours worked after midnight on that shift will be reported as regular hours on their timecard and assessed for FLSA overtime purposes.

38.4 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.

## **Article 39 Special Schedules**

39.1 The City and COA may agree to special schedules.

39.2 As to any change in work schedules agreed upon between the City and the COA, the COA will carry out its duty of Fair Representation to each member of the bargaining unit.

39.3 The parties acknowledge that as of the date of this agreement there is a 4/11 special schedule. COA members are paid for the actual worked and paid leave hours recorded per pay period with a 4/11 special schedule.



## **Article 40 Time Off Between Shifts**

- 40.1 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 scheduled training the employee's shift may be modified to allow adequate rest time between shifts. However, the 8-hour minimum shall not apply in the event of an emergency, as declared by the Director of Public Safety or designee.

## **Article 41 Shift Selection**

- 41.1 Shift assignments will be bid on seniority within the Communications Services Division for regular employees with the current overall "Satisfactory" achievement rating in order of classification. Employees in the classification of Senior Public Safety Dispatcher will bid first, then Public Safety Dispatcher. Public Safety Dispatcher-Lateral and in-Training are not eligible to bid.
- 41.2 Selection of shift assignments will occur annually two months prior to the regularly scheduled shift change. COA shift change will occur in alignment with PSOA shift change. If a vacancy occurs during the year, at management's discretion or at the request of COA, the vacated shift may be put up for bid.
- 41.3 Management will assign shifts, taking into consideration bid preference by employees, length of service, balance of staffing, and other operational requirements.

## **Article 42 Shift Substitutes**

- 42.1 Dispatchers and Senior Dispatchers shall be entitled to substitute amongst one another by mutual agreement subject to these conditions:
- 42.1.1 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.
- 42.1.2 The substitution must be approved in advance by the communications manager or designee.
- 42.1.3 The person initiating the trade is to be charged.
- 42.1.4 The trade and its repayment will not be subject to overtime provisions.
- 42.1.5 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.

### **Article 43     Testing for City Vacancies**

- 43.1     Any employee represented by COA who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process. Each employee is allowed to exercise this prerogative twice per year.
- 43.2     The Department shall have the ability to interview and to appoint from the applicants on the Eligible List consistent with the City's applicable Civil Service Rules and Regulations, and Recruitment, Selection, and Examination Policy.

### **Article 44     Selection Appeal Procedure for Promotional Opportunities**

- 44.1     A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about their strengths and weaknesses for future opportunities within the City.

### **Article 45     Hearing Examination**

- 45.1     Annually, each employee will be provided the opportunity to receive a diagnostic hearing examination provided by the City. If, in the opinion of the examining physician, a more comprehensive examination is needed, the opportunity for such examination will be provided.

### **Article 46     New Employee Orientation**

- 46.1     The Association may provide a new employee information packet to appropriate employees during the Department of Human Resources orientation of new employees or upon notification of hire.

### **Article 47     Labor-Management Committee**

- 47.1     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. 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.
- 47.2     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.
- 47.3     Recommendations of a majority of the Committee shall be routed through the Communications Manager 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.

#### **Article 48 Release Time for Association Business**

- 48.1 Three (3) association representatives shall be allowed reasonable release time away from work with pay during regular work hours for the following matters pursuant to Government Code 3505.3:
- (i) Formally meeting and conferring with representatives of the public agency on matters within the scope of representation. Where circumstances warrant, the Director of Human Resources may approve the attendance of 1 additional person.
  - (ii) Testifying or appearing as the designated representative of the employee organization in conferences, hearings, or other proceedings before the board, or an agent thereof, in matters relating to a charge filed by the employee organization against the public agency or by the public agency against the employee organization.
  - (iii) Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission.
- 48.2 The Association shall provide a list of association leadership to the Director of Human Resources no later than January 15 of each year upon association election, and shall notify the Director of Human Resources when changes occur.
- 48.3 Labor negotiation preparation:
- 48.3.1 Members of the COA negotiating team shall be release from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.
- 48.4 Travel time is included within the reasonable release time.
- 48.5 Use of release time:
- 48.5.1 Association representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases involving an unforeseeable circumstance that requires immediate association representatives where advance notice cannot be given.
- 48.5.2 Approval must be first obtained from their managers, prior to association representatives leaving their assignment to attend the schedule meetings.
- 48.5.3 Should an employee desire to use personal time to conduct association business, the employee shall follow the City's Administrative Policy on leave request.
- 48.6 Release time under this provision is different from Association Leave under Article 49 in the following ways (among others):

48.6.1 Release time is available only for the enumerated activities listed in Article 48.1; and

48.6.2 Association Leave is treated as leave time while release time is treated as hours worked during the employee's regular work schedule (the City will not reimburse bargaining unit members for time spent on enumerated activities outside of scheduled work hours). All release time during regular work hours shall be reported on timecard.

## **Article 49 Association Leave Bank**

49.1 During the first full pay period ending in July of each year, each active COA represented employee will contribute to the COA Leave Bank by donating 1 hour of accrued PTO. The contribution will be deducted from each employee's accrued PTO, and the total hours credited to the COA Leave Bank for use by the Association President or Executive Board designee.

49.2 However, if at the end of the fiscal year, the COA Leave Bank has a balance of more than 200 hours, the exchange of hours described above will not occur.

49.3 If an employee has no PTO leave available, no deduction will occur nor will a deduction occur at any time prior to the next annual leave bank cycle. In addition, employees hired during the year will have no deduction until the following annual leave bank cycle. Employees separating employment during the year will receive no credit for or return of the hours contributed to the Leave Bank.

49.4 If there are any unused hours in the COA Leave Bank at the end of the year, these hours will carry over to the following year.

49.5 To access usage of leave from the Association Leave Bank, the COA Executive Board member will use a specified pay code on their timecard.

49.6 Whenever possible, the Association President or Executive Board designee will schedule such leave time so as not to create overtime cost for the Department of Public Safety. The President will give as much advance notice as possible.

49.7 The City assumes no responsibility for how the leave time is used, except that such leave time shall not be used for activities covered in Article 48.1 (Release Time for Association Business).

## **Article 50 Grievance/MOU Interpretation Impasse Procedure**

### Preamble

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications, whether up or down the chain of command.

### Definitions

1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Employee Handbook, City Ordinance, City Code, or Departmental Policy, rules or regulations covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the employees or the association. The content of Employee Performance Audits are not grievable.
2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's name, representative's name, if any; the specific section of the MOU, Employee Handbook, City Ordinance, City Code, or Departmental Policy alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.
3. Grievant. A grievant is an employee, a group of employees or the Association. A grievant may file a grievance, as defined above. Alleged misapplication which affects more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Workday in this section is defined as Monday through Friday exclusive of holidays as provided by the City's holiday schedule.

### Grievance Procedure

1. Unwritten Grievance. The grievant shall orally discuss their grievance with their immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) workdays of the issue being raised by the employee.
2. Written Grievance.
  - A. Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, the grievant may, within twenty (20) calendar days from the event giving rise to a grievance, or from the date the employee should reasonably have been expected to have knowledge of such event, file a formal written grievance with their most immediate management supervisor, the Public Safety Communications Manager, shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.
  - B. Level 2. If the grievant is not satisfied with the written response from the Public Safety Communications Manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the appropriate management designee, if applicable. Within seven (7) workdays of receipt of the written appeal, the management designee shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form. If there is no management designee at this level, the grievance shall move to Level 3.

- C. Level 3. If the grievant is not satisfied with the written response from the management designee, the grievant may, with seven (7) workdays from the receipt of the response appeal the grievance to the Director of Public Safety. Within seven (7) workdays of receipt of the written appeal, the Director of Public Safety or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.
- D. Level 4. If the grievant is not satisfied with the written response of the Director of Public Safety, the grievant may, within seven (7) workdays from the receipt of this response, file a written appeal to the Director of Human Resources. Within seven (7) days of receipt of the written appeal, the Director of Human Resources (or designee) shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.
- E. Level 5. If the grievant is not satisfied with the written response of the Director of Human Resources, the grievant may, within seven (7) workdays from the receipt of this response, file a written appeal to the City Manager. Within ten (10) workdays of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which shall be final and binding, except as provided, below, in CONFIRMABLE ARBITRATION.

#### General Provisions

- 1. The time limits set forth herein above are to be strictly followed. Time limits may be waived by mutual agreement.
- 2. If a grievant fails to carry their grievance forward to the next level within the prescribed time period, the grievance shall be considered denied.
- 3. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.
- 4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.
- 5. The grievant may be represented by a person of their choice at any formal level of this procedure.
- 6. Formal levels may be waived by mutual consent of the parties.
- 7. If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) workdays after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed.

8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that grievances should be filed at the lowest level wherein the incumbent has the authority to resolve such grievance.
9. By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

#### Confirmable Arbitration

1. If a grievance has been properly processed through GRIEVANCE PROCEDURE, above, and has not been resolved, then the grievant, through the Association, may appeal the grievance to Confirmable Arbitration.
2. To request confirmable arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) workdays of receipt of an answer at Level 5, or ten (10) workdays from the last day an answer was possible at Level 5 of GRIEVANCE PROCEDURE.
3. The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.
4. Within ten (10) workdays following receipt of the above-referenced list, the parties shall communicate to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
5. Within twenty (20) calendar days following receipt of the notice of appeal to confirmable arbitration, a meeting or discussion shall be arranged by the Director of Human Resources or designee with the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and within 30 days of the hearing render a written decision with reasons for the decision.

#### Post Hearing Briefs

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post hearing brief.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. However, this paragraph is subject to the provisions of paragraph 10, hereafter.

8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
9. The decision of the arbitrator shall be final and conclusive (*i.e.*, “confirmed”) unless the City acts within fifteen calendar days of the date of the award to exercise an option to take the dispute to Superior Court.
10. The City shall exercise its option by sending written notice to the COA within the above-mentioned fifteen-day time period. In addition, by doing so it shall incur the financial obligation of paying within sixty days of the written notice from the Association all of its legal fees and costs (including its share of the arbitration costs). In addition, any applicable statutes of limitations for seeking judicial relief are agreed to have been waived by the City, because the Association initially took the matter to Confirmable Arbitration, under this agreement.
11. The COA may then take the dispute to the courts. Once a final judgment is entered, if the Association prevails in whole or in part, the City shall be responsible for the totality of the Association’s attorney’s fees and costs of the prosecution of its case in the judicial forum. These monies shall be paid within sixty days of the judgment.
12. If the City exercises its option as above-described, then the judicial proceedings shall be considered a trial *de novo*, in the same fashion as judicial proceedings are considered when one side or the other rejects court-mandated arbitration.
13. If the arbitration is final and conclusive, as described above, by the City not exercising its option to force the matter to judicial proceedings, then the arbitrator’s award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, *et seq.*

#### Appeal Procedure Waiver

The Association agrees that the procedures set forth herein is the only grievance procedure available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances, Resolutions, or Policies are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer.

### **Article 51     Job Share Program**

- 51.1 The parties have agreed to implement a job share program. It is agreed that any job share arrangements established after the date of this agreement must comply with the revised Job Share Program Agreement terms as defined in Attachment A.



**Article 52     Memorandum of Understanding Language**

52.1     The COA agrees that the City will enforce and comply with the current MOU in all articles.

CITY OF SUNNYVALE

COMMUNICATION OFFICERS ASSOCIATION

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Tim Kirby, City Manager

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Anna Vaughan, President

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Sarah Johnson-Rios, Assistant City Manager

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Daniel Sampson, Vice-President

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Date

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Date

Comprehensive COA MOU 2026-2028

## **Attachment A      Job Share Program**

**City of Sunnyvale**

### **JOB SHARE PROGRAM**

**Sunnyvale Department of Public Safety  
Communication Officers Association (COA)**

#### Policy Statement

This policy statement sets forth the conditions by which employees in the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher may participate in a Job Share Program.

The City of Sunnyvale ("City") recognizes and values the dedication and professionalism of all its employees. It also recognizes that there may be employees who, because of personal commitments, desire to alter their career plans. Therefore, the Department of Public Safety may allow certain classifications of employees to job share.

The City shall retain the right to modify, adjust or cancel the Program at any time when it is deemed no longer to be in the best interest of the City. The City shall provide 30 days' notification to the Communications Officers Association (COA) of any modification of, adjustment to, or cancellation of the Program.

It is a privilege, and participation in the Program does not constitute or create an entitlement or vested right.

#### Job Share Defined

An arrangement between two full-time employees who share the responsibilities of one position.

#### Eligibility

1. Employees currently employed full-time that are fully trained.

#### Application/Approval

An employee wishing to job share must submit a completed Job Share Participation Agreement to their supervisor, which includes the basis for the request. Such application will be reviewed and a recommendation made as to approve or deny, which will be forwarded to the Director of Public Safety for final determination. The employee will be notified of the determination, and, if approved, the date of the change to job share status. If the request is not approved, the employee shall be notified of the reason for such decision.

### General Provisions

Participation will be limited to two (2) COA employees during any given time. The Director of Public Safety shall have the discretion to reduce or increase this number as circumstances may permit.

Seniority and Department need shall determine employee preference for reassignment in and out of the Program.

Pursuant to the terms of the Job Share Participation Agreement, employees will be allowed to work a job share for periods of time approved by the Director of Public Safety.

Transition to job share shall normally start at the beginning of the team year, calendar or fiscal year, and must start at the beginning of a pay-period. Other start times may be possible and would require the agreement of the affected employee(s) and Department of Public Safety management. The term will be clearly identified to allow for scheduling projections.

Job Share employees may be called back to work on a full-time basis in the event of an emergency or other event requiring maximum staffing.

### Scheduling

Employees will work the current 4-11 schedule.

Communications personnel will divide the two-week pay period such that the employee works two of the four 11-hour days. Additionally, there are six 7-hour option days and one 8-hour option day. The two employees may either split these equally 3.5/3.5 hours or decide who takes the option. The employees will understand that there is one 8-hour option day a year that will conform to the same requirements. Employees job sharing shall be required to attend designated training days to maintain certifications as determined by the Department.

An alternative to this scheduling would be the employee splitting the 11-hour day in half, four days per week (5.5 hours per day).

The work schedules of employees may be adjusted to meet the current Communications Schedule.

In the event that an 8-hour day becomes the established schedule, job share employees will work a 20-hour work week.

Job share employees will bid for shifts, paid time off, etc. based on seniority.

Work schedules will be developed and established at the beginning of the job share, but may be adjusted upon mutual agreement of the employee and supervisor. Consideration will be given to the Program goals as well as achieving the personal goals of the employee when determining which hours/teams are available for job share.

Overtime shall be paid only if an employee is required to work in excess of a standard full-time shift or on a regular scheduled day off. The MOU shall govern overtime pay as it relates to emergency call-backs and court appearances.

The City will make every effort to minimize the extra hours (e.g., mandatory work time) of job share employees. However, the parties recognize that, from time to time, the City may require employees on reduced work time job status to work additional hours to maintain the efficient operation of the Department.

#### Training

Contracting employees are required to complete all training necessary to maintain job skills and to maintain all required certifications as determined by the Department of Public Safety. Failure to meet these requirements during the contracted term will result in disqualification from further participation in the Program.

#### Salary Placement and Merit Increase

Employees in the Job Share Program shall be assigned to the same pay grade as currently exists for the full-time job classification, and shall retain their same hourly rate of pay. New employees will continue to be hired in as Dispatchers-in-Training, as lateral transfers, or at an advanced pay scale based on experience.

Employees shall be eligible for merit increases up to the top step in the classification based on the same pay period requirement as for full-time employees.

#### Benefits

1. CalPERS – Employee contribution rate shall be the same percentage in effect for full-time employees. Contribution amounts will be pro-rated due to the reduced number of hours worked, and as a result, service credit is also pro-rated.

2. Leaves

Holiday – Holiday in-lieu pay shall be one-half of the rate in effect for full-time employees.

Paid Time Off – PTO accrual shall be one-half of the hours in effect for full-time employees.

Maximum accrual is the same as for full-time employees.

Paid Time Off shall be used when the employee will not be working their regularly scheduled work hours.

Compensatory Time Off (CTO) – If applicable, any compensatory time (CTO) will remain as compensatory time. Reduced time job status employees will be allowed to accumulate compensatory time under the conditions outlined in the current MOU as per full-time employees.

Paid Medical Leave – Same number of calendar days as full-time employees.

Other Leaves – Except as required by law, all other leaves shall be pro-rated to one-half (1/2) the level for full-time employees.

3. Health Insurances

Medical, Dental, Vision – the City will contribute towards the combined health insurance one-half of the amount in effect for full-time employees in the same classification.

EAP – The premium is fully paid by the City.

Basic Life Insurance – City-paid basic coverage of one time full-time equivalent base salary is available.

Long-term Disability Insurance – Benefit level shall be based on reduced salary.

4. Deferred Compensation – Employees in the Job Share Program are eligible to participate in the City's 457 Plan. Enrollment in the 401(a) plan is mandatory. City contribution shall be one-half of the rate in effect for full-time employees.
5. PORAC Retiree Medical Trust – Employee contributions shall be in accordance with the Trust requirements.
6. Other Pays – All percentage-based premium/incentive pay shall be the same percentage in effect for full-time employees. Amounts will be pro-rated due to the reduced number of hours worked. All flat rate premium/incentive pay shall be one-half of the rate in effect for full-time employees.

Outside Employment

Employees may accept outside employment; however, it is secondary to employment with the City and shall not interfere with the employee's primary job or otherwise limit scheduling flexibility by management. Outside employment must be approved in advance by the Director of Public Safety. The Director's decision is final and any other employment deemed to be a "conflict of interest" shall not be granted.

Adjustments to Job Share Status

When one employee leaves the arrangement, management shall attempt to fill the position with another half-time employee. If the vacancy cannot be filled within 120 calendar days (excluding training time), the remaining employee in the job share will be required to return to full-time status.

Employee-Requested Termination of Reduced Time Job Status

If an employee wishes to leave the Program and return to full-time status, the employee shall provide 30 days' written notice to the Director of Public Safety and the Public Safety Communications Manager.

If no vacancy exists, the employee may be required to remain in the job share status.

Revocation

The City may discontinue the Job Share Program, or an individual's participation in the Program, at any

time by stating in writing the reasons for discontinuation. Should this occur, the City shall provide as much advance notice as possible, but not less than 30 days. At such time, the employee may be required to return to full duty status.