

CITY OF SUNNYVALE

AND

PUBLIC SAFETY MANAGERS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

January 1, 2026 to December 31, 2028



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Article 1 Preamble

This Memorandum of Understanding (MOU) is between the City of Sunnyvale (City) and the duly authorized representatives of the Public Safety Managers' Association (PSMA). Its purpose is to promote harmonious relations between the City, the Association, and employees (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 Bargaining Unit (Unit).

Article 2 Recognition

The Public Safety Managers' Association (Association) is hereby acknowledged as the exclusively recognized employee organization for those full-time employees in the classifications of Public Safety Captain and Deputy Chief of Public Safety.

The City shall notify the Association of any proposed new or revised Public Safety management classification and, upon written request from the Association within seven (7) work days from the City's notice, shall consult with the Association concerning the new classification.

Article 3 Ratification

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

Article 4 Term

The term of this Agreement shall be from January 1, 2026 through and including December 31, 2028, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours, and terms and conditions of employment provided hereunder. In the event the City and the Sunnyvale Public Safety Officers' Association extend the term of their Agreement until December 31, 2028, the term of this Agreement shall be extended until December 31, 2029.

Article 5 Full Understanding, Modifications, and Waivers

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

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 subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

The waiver of any breach, 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 6 Severability

In the event any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall remain in full force and effect.

If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

Article 7 Ordinances, Codes, and Resolutions

Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Association the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Article 8 Scope of Negotiations

The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.

Pursuant to the Meyers-Milias-Brown Act, as it currently exists, or may be amended, the City agrees to meet and confer with the Association in advance regarding any proposed changes in working conditions within the scope of representation, except as provided elsewhere in this Agreement.

The City is mandated to comply with federal and state laws, and to the extent the City is required to meet and confer about any changes in federal or state law, it will do so; however, if there is no requirement to meet and confer, the City will implement any required policies and/or procedures.

Article 9 Authorized Agents

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

City's principal authorized representative shall be the City's Director of Human Resources or a duly authorized representative (address: 456 West Olive Avenue, Sunnyvale, CA 94086; 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.

The Association's principal authorized agent shall be the President of the Public Safety Managers Association or a duly authorized representative. The Association's official mailing address is P.O. Box 62166, Sunnyvale, CA 94088.

Article 10 Non Discrimination

The parties agree that they shall adhere to the City's policies concerning Equal Employment Opportunity (EEO) and non-discrimination, and other applicable Federal and State non-discrimination laws.

The parties agree that they shall not discriminate against any employee because of membership or non-membership in the Association, or because of any authorized activity on behalf of the Association, or because of the exercise of rights under this Agreement.

Article 11 Negotiation Preparation and Sessions

Up to two (2) Association negotiating team members and one note taker will be compensated for negotiation sessions that occur during their regular work schedules, notwithstanding leaves of absence. The City will compensate the negotiation team members for up to one (1) hour of preparation time either before or after the scheduled meeting. All other time spent on Association business will be on the member's own time. The Association will present their initial proposal to the City no later than ninety (90) days prior to the expiration of this agreement.

Article 12 Wages/Compensation

12.1 Salaries

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth currently in Pay Plan Category M as defined in the City's Salary Resolution. The salary range for each classification is 15% between the bottom and the top of the range.

12.2 Salary Adjustments

The following shall be 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.

Captain

The maximum total cash compensation of the Public Safety Captain classification shall be 15% above the maximum total cash compensation of the Public Safety Lieutenant classification. Total cash compensation shall include the following compensation items:

- a) Top of the salary range or top step on the salary table,
- b) Holiday in-lieu pay,
- c) Emergency medical technician (EMT) certification pay,
- d) Education incentive with a bachelor's degree,
- e) The highest Peace Officer Standards and Training (POST) certification pay, and
- f) The highest longevity/career incentive pay.

Once the total cash compensation for the Captain classification is determined, the salary rate at the top of the salary range for Captain shall be determined by subtracting the value of components (b) to (f) identified above from the total compensation.

Deputy Chief

The maximum total cash compensation of the Deputy Chief classification shall be 12% above the maximum total cash compensation of the Captain classification. Total cash compensation for the Deputy Chief classification shall be determined using the same six factors listed above for Captain. Once the total cash compensation for the Deputy Chief classification is determined, the salary rate at the top of the salary range for D.C. shall be determined by subtracting the value of components (b) to (f) identified above from the total compensation.

12.3 Interim/Acting Appointment

Employees who are appointed by the City Manager in an interim/acting status to a higher level vacant position will receive out-of-class pay of either 5% or the minimum salary range of the higher level position, whichever is greater. Such interim/acting appointments shall be for one week or longer in duration.

In accordance with Government Code 20480, an employee assigned to work in an out-of-class appointment may not exceed 960 hours worked in the appointment within a fiscal year if the employee is appointed to an upgraded position or higher classification that is vacant during recruitment for a permanent appointment. This limitation does not apply to a position that is temporarily available due to a leave of absence.

12.4 Merit Increase

Upon completion of 13 pay periods of service, employees who received an overall rating of meeting expectations on their most recent performance evaluation shall receive an increase in salary above the rate to which they were initially assigned, up to but not exceeding the salary range. Consideration for each subsequent increase in salary will be given following the completion of 26 pay periods from the

prior increase in salary, up to but not exceeding the salary range. Increases in salary shall be granted effective with the pay period immediately following the completion of 26 pay periods.

The pay rate adjustment is subject to an overall rating of meeting expectations on the employee's most recent performance evaluation. Increases of more than 5% require approval of the City Manager.

12.5 Change in Pay Upon Promotion

Employees who are promoted to a classification which has been assigned a salary range greater than the classification from which the employee is being promoted shall be entitled to assignment to a pay rate in the new salary range which provides at least 5% above the employee's current pay rate, or the rate which the employee would have received with an overall rating of meeting expectations on their most recent performance evaluation within 30 calendar days had the promotion not been made, provided the increase does not exceed the salary range for the new classification. Upon recommendation of the Department Director and approval of the City Manager, the promoted employee's pay rate may be set at up to 100% of such salary range. Thereafter, the employee is considered for merit increases in the same manner as other employees.

12.6 Change in Pay Upon Reclassification

When a position is reclassified to a classification with a higher pay range and the incumbent employee retains the position, the employee shall be placed at a pay level commensurate with his or her skills, knowledge and experience and within the range for the new position, or a salary 5% above the employee's present salary, whichever is higher.

12.7 Deployment Overtime

Captains and Deputy Chiefs will receive additional pay, commonly referred to as "overtime," for responses outside the City of Sunnyvale, with the approval of the Director of Public Safety and the City Manager, when initiated by local, state and/or federal mutual aid agreements. The employee will be compensated for off-duty time during the deployment or assignment at the prevailing rate not to exceed 1.5 times the employee's hourly rate.

As an example, an employee who is deployed for 7 days on an out-of-county wildland deployment would receive additional pay, at 1.5 times their hourly rate, for the entire time of deployment above and beyond their 40-hour work week.

Personnel shall ensure they obtain an Incident Order number or Agency Event number, date and time dispatched, and the name of the incident to submit along with their City overtime card to allow Finance to track deployments. Failure to provide relevant information will result in the additional pay ("overtime") not being paid.

12.8 Education Incentive

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, education incentive pay will be reported as a separate premium rather than included in the pay rate listed on the salary table.

In recognition of the Department's interest in recruiting and retaining the most highly qualified employees, all eligible employees of the Public Safety Managers' Association (Public Safety Captain and Deputy Chief of Public Safety) will receive Education Incentive pay in the following amount if they possess a graduate degree from an accredited college or university, which the City and the Association mutually acknowledge enhance the employees' ability to perform their job.

Education	Effective	
	With the MOU	As of July 4, 2027
Captain	\$325 per Pay Period	\$350 per Pay Period
Deputy Chief	\$375 per Pay Period	\$400 per Pay Period

12.9 Emergency Medical Technician (EMT) Certification Pay

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, all employees of the Public Safety Managers' Association (Public Safety Captain and Deputy Chief of Public Safety) who acquire and maintain an EMT certification shall receive 4% additional compensation.

12.10 Peace Officer Standards and Training (POST) Certification Pay

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 a Supervisory POST certification shall receive the following amount as additional compensation.

POST	Effective	
	With the MOU	As of July 4, 2027
Captain	\$900 per Pay Period	\$925 per Pay Period
Deputy Chief	\$1,000 per Pay Period	\$1,050 per Pay Period

12.11 Management Incentive Pay

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, Management Incentive Pay (MIP) will be provided as 5.5% additional compensation in recognition of the unique nature of Public Safety Managers and associated job responsibilities. Public Safety Management personnel are responsible for coordinating the services provided by the Department of Public Safety and responding to distinctive needs of the community, irrespective of time and place.

MIP is available to all Public Safety Managers represented by PSMA. MIP shall not be paid as overtime, nor in lieu of other benefits excluded by California Public Employees Retirement Law.

12.12 Longevity Pay

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 with at least 5 years of City of Sunnyvale service shall receive the following as additional compensation.

Longevity	Effective	
	With the MOU	As of July 4, 2027
Captain	\$550 per Pay Period	\$575 per Pay Period
Deputy Chief	\$625 per Pay Period	\$650 per Pay Period

12.13 Automobile Allowance and Vehicle Use

Employees will have an assigned vehicle to use while on duty, subject to maintenance exceptions. Captains assigned to the Fire Service will rotate the use of a vehicle while on duty and receive an automobile allowance. Deputy Chiefs and Captains not assigned to the Fire Service have the annual option to elect either to use a take-home vehicle or receive an automobile allowance. Elections are to be made for the team year, unless there is a reassignment mid-team year.

Automobile allowance is \$460 per month, paid in accordance with the City Administrative Policy processes.

12.14 Premium/Incentive Pay Application

All percentage-based premium/incentive pay, such as management incentive pay, EMT, 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.

- Exception(s): Interim/acting pay is based on base paid hours (work and leave taken) only.

All flat rate premium/incentive pay, such as medical cash-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 or exception(s) listed below.

- Exception(s): Automobile allowance is subject to the provisions in the Salary Resolution and Administrative Policy, Chapter 6 Article 1 Vehicles and Motorized Equipment Policy.

For all premium/incentive pay requiring proof of attaining the requirements (e.g. certification, graduate 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 13 Insurance Plans and Other Benefits

13.1 Insurance Plan – General Information

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

13.2 City Contribution

(A) Total Medical and Cafeteria Plan Contributions

- The total medical and cafeteria plan contributions provided by the City shall be capped at the highest premium amount of all HMO plans or the PERS Platinum PPO plan available through the CalPERS Region 1 medical plans.
- Both the medical and cafeteria plan contributions shall be applied to medical plan premium only.
- Breakdown of the medical and cafeteria plan contributions are outlined in Section 13.2(B) and 13.2(C) below.

(B) Medical Contribution

The medical contribution provided by the City under the Public Employees Medical and Hospital Care Act (PEMHCA) shall be equal to:

- The single coverage premium amount of the lowest cost CalPERS Region 1 HMO medical plan; and
- No less than the highest medical contribution for any other represented employee units.

(C) Cafeteria Plan Contribution

The cafeteria plan contribution provided by the City shall be the difference of the amount in Section 13.2(A) and 13.2(B) above.

(D) Unused Medical and Cafeteria Plan Contributions

There shall be no cash payments for any unused medical or cafeteria plan contributions.

13.3 Employee Contribution

Any difference between the total cost of the employee's medical plan (for employee only, employee plus one or employee plus family) and the amount contributed by the City will be paid by the employee. The difference will be a pre-tax deduction.

13.4 Cash In-Lieu of Medical Coverage

The City will provide employees with the option to waive their medical coverage and receive payment of a portion of what otherwise would be the City contribution.

Effective January 1, 2026 or the first full month following City Council adoption of the MOU, whichever is later, employees who waive City health care coverage will receive \$400 per month in lieu of medical coverage. The cash-in-lieu payment will be paid twice per month.

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.

When an employee elects no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that they have alternative coverage and that they understand they will no longer receive coverage through a City sponsored CalPERS provided medical plan.

If an employee decides to enter a City sponsored CalPERS provided medical plan, the employee may enroll in accordance with CalPERS procedures.

13.5 Dental Insurance

Dental insurance will be provided for employees and eligible family members. The premium is fully paid by the City.

13.6 Vision Insurance

Vision insurance will be provided for employees and eligible family members. The premium is fully paid by the City.

13.7 Life/AD&D Insurance

The City shall provide Basic Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's base annual salary, up to a maximum 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 coverage of \$250,000.

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 maximum coverage of \$250,000, subject to approval by the carrier.

The supplemental life coverage is paid by the employee.

13.8 Long Term Disability Insurance

The City shall provide Long Term Disability insurance that provides 67% of the employee's base annual salary to a maximum of \$11,000 per month of paid benefits, subject to the terms of the contract with the carrier. Such insurance shall be at no cost to the employee.

13.9 Employee Assistance Program

An Employee Assistance Program will be provided. Enrollment is mandatory, and the premium is fully paid by the City.

13.10 Dependent Care

The City shall provide a plan in accordance with the Internal Revenue Code Section 129 which provides an option for employees to pay for dependent care expenses on a pre-tax basis.

13.11 Medical Reimbursement Account

A Section 125 medical reimbursement plan will be offered to all employees on a voluntary basis.

13.12 Commuter Transportation Benefits

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.

13.13 Workers' Compensation Benefits

Workers' Compensation Benefits will be provided as required by law, and in accordance with the provisions of the City's Salary Resolution.

13.14 Tuition Reimbursement

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy.

13.15 Direct Deposit

The City shall make available deposit of all or a portion of an employee's net pay to financial institutions of their choice via direct electronic paycheck deposit.

Article 14 Retirement

14.1 CalPERS

(A) The City has contracted with CalPERS to provide for sworn/safety employees hired prior to February 19, 2012, including employees in this Unit, the Retirement formula commonly called, "Local Safety 3.0% @ 50" for all current City employees (Tier 1). Final compensation, for purposes of calculating the retirement benefit, is calculated on the highest average pensionable compensation earned by a member during a period of 12-consecutive months.

- (B) For employees hired by the City of Sunnyvale after February 19, 2012 who are Classic members under CalPERS, the employee will be enrolled in the Tier 2 Local Safety benefit formula of 3%@55. Final compensation, for purposes of calculating the retirement benefit, is calculated on the highest average pensionable compensation earned by a member during a period of 12-consecutive months.
- (C) For employees who are new members to CalPERS, as defined as individuals who have never been a member of any public retirement system prior to January 1, 2013 or individuals who moved between retirement systems with more than a six (6) month break in service, the employee will be enrolled in the Local Safety benefit formula of 2.7%@57 (Tier 3). Tier 3 members are required to contribute one-half of the normal cost of retirement. This rate is subject to change each year. Final compensation, for purposes of calculating the retirement benefit, is calculated on the higher average pensionable compensation earned by a member during a period of 36-consecutive months. This is also referred to as the 3-year average.
- (D) Tier 1 and Tier 2 Contribution towards Retirement
 - (1) The City also contracts for the “single highest year” retirement benefit, which is funded through the employer contribution.
 - (2) 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, 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 9% member contribution.
- (E) Employees payment of their required employee contribution shall be made on a pre-tax basis pursuant to IRC Section 414(h)(2).
- (F) The City shall provide the Third Level of 1959 Survivor Benefits.
- (G) The City shall provide the Military Buy-Back Option.

14.2 Deferred Compensation

Employees are eligible to participate in a 457 deferred compensation plan approved by the City. The City shall contribute an amount equal to 2% of the employee's base pay per pay period to a 457 plan. Employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

There are no current PSMA employees participating in the 401(a) plan. Due to the current plan structure and IRS regulations, promotional employees (both current and future) are ineligible to participate. The City will close the 401(a) plan for PSMA as soon as administratively possible following the City Council adoption of the MOU. The parties agree to reopen negotiations on this MOU section should PSMA express interest in establishing a new 401(a) plan with a structure that permits the participation of promotional employees. Any such reopener negotiations will not result in an increase to the City's contribution.

14.3 PORAC Retiree Medical Trust

The City is amenable to PSMA joining the PORAC Retiree Medical Trust. The City will not be a signatory to the Trust, but will enter into a side letter agreement with the PSMA authorizing participation in the Trust pursuant to the same terms and conditions as the PSOA. The Trust shall be funded via Employee contributions only to start. PSMA to provide City three (3) months' notice prior to the start of employee payroll deductions.

Article 15 Leaves

15.1 Paid Time Off Leave (PTO)

- (A) Employees are eligible to accrue and use Paid Time Off Leave (PTO). Such leave shall be used for vacation, medical appointment, disability/illness, family emergency, and may also be used for personal business, care of sick children or other family members, school visits, etc. Leaves not included in PTO which remain separate leaves are bereavement, jury duty, military duty, management leave, and workers' compensation.

Except for illness or emergency, all PTO shall be pre-planned and pre-approved. The recommended advance notice is 1 week. Shorter periods of advance notice may be acceptable with Supervisor or Director's approval. The City may at any time require written verification from a physician for a non-pre-planned absence for illness, family emergency, or visits to a doctor, dentist, or licensed mental health practitioner.

- (B) PTO begins accruing on the first day of employment. Time off is paid provided there is adequate PTO accrued to cover the absence. 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. Additional leaves guidelines and applications are explained in the Administrative Policy Chapter 3 Personnel Article 24 Leaves.

- (C) PTO accrual rates are listed below:

Table A

Years of Service	Accrual Rate – Hours per Pay Period	Accrual Rate – Hours per Year
0 to 1	6.5	169
1+ to 5	7.5	195
5+ to 10	9.0	234
10+ to 17	10.5	273
17+ to 25	11.5	299
25+	12.0	312

- (D) Eligible employees will accrue at the rates shown in Table A for the first 870 hours. After 870 hours are accrued, the employee will start accruing at the reduced rate levels of Table B.

Table B

Years of Service	Accrual Rate – Hours per Pay Period	Accrual Rate – Hours per Year
0 to 5	5.0	130
5+ to 25	6.5	169
25+	8.0	208

- (E) Accruals at this level will stop at 1,040 hours (maximum cap) until total accrual is reduced below 1,040. If at any time the total accrual falls below 870 hours, the accrual rate will revert to the rates in Table A.
- (F) No minimum usage per year is required. Accruals carry over from one plan year to the next.
- (G) PTO and Separation/Retirement
All accrued PTO shall be paid off with the employee's final paycheck. The City Manager or designee may, however, approve the utilization of available accrued PTO to extend the date of retirement, and in special circumstances, the date of separation within the same calendar year.
- (H) If an employee has no available leave hours, pay may be deducted for any hours short of 40 worked in a week. This policy is established pursuant to principles of public accountability.
- (I) PTO Cash Out
Employees have the option to cash-out up to 200 hours of PTO effective the last pay day in October of each calendar year. To be eligible to cash out PTO, an employee must submit an irrevocable election form in the calendar year preceding the cash-out specifying the number of hours that the employee irrevocably elects to cash out. This cash-out will be allowed as long as the employee maintains a balance of 120 hours in their bank. If the employee elects this option, the minimum number of hours that may be cashed-out is 8.

15.2 Paid Medical Leave (PML)

After 1 year of City service, the City shall provide full pay for a medically certified (same occurrence) illness/injury, beginning with work hour 121 through 90 calendar days of illness/injury. No PML will be provided until this requirement is satisfied.

To access the PML (full pay from 121 hours-90 calendar days), an employee must provide acceptable written medical documentation (a doctor's note and medical information in accordance with current Administrative Policy) showing that the illness/injury is a single illness/injury, whether continuous time off has been taken or not for that illness/injury. The first 120 hours of a single illness/injury are charged to the employee's PTO bank. Hours 121 up through the maximum of calendar day 90 are eligible for coverage under the PML Benefit.

After 90 calendar days of (same occurrence) illness/injury, the employee shall be eligible to apply for Long Term Disability coverage. In addition, if, after having been off work for 120 hours on a same illness/injury and becoming eligible for PML, and the employee continues to be unable to return to work full-time, but is able to work partial days, the employee remains eligible for PML for the part of the day that the employee is unable to work.

15.3 Holidays

(A) 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

PSMA employees are regularly required to work on designated holidays because they work in positions that require scheduled staffing without regard to holidays.

Effective January 1, 2026, 11 days (or 88 hours) holiday leave shall be eliminated.

(B) Holiday in-Lieu Pay

In lieu of all holidays observed by the City, PSMA employees shall receive holiday-in-lieu pay as additional compensation over and above their normal base paid hours for the observed holidays.

Effective December 21, 2025, employees shall receive the following as additional compensation in lieu of paid holiday leave hours. Should the City Council adopt the MOU after December 20, 2025, effective date shall be the first full pay period following City Council adoption of the MOU.

Holiday-in-lieu	Effective	
	With the MOU	As of July 4, 2027
Captain	\$500 per Pay Period	\$525 per Pay Period
Deputy Chief	\$550 per Pay Period	\$575 per Pay Period

Scheduling Time Off During a Holiday. Employees seeking to utilize Annual Leave during a City holiday will be granted time pursuant to regular procedures for approving scheduled vacation.

(C) Floating Holiday

Effective January 1, 2026, 30 hours Floating Holiday leave shall be eliminated.

Should the City Council adopt the MOU after December 20, 2025, any used Floating Holiday hours for the 2026 plan year shall be administratively corrected to PTO hours, and Floating Holiday hours will be removed.

15.4 Bereavement Leave

Employees are entitled to bereavement leave where death has occurred to an employee's spouse or registered domestic partner, parents, step-parents, children, siblings, grandparents or grandchildren; or to the parents, step-parents, children, siblings, grandparents or grandchildren of an employee's spouse or registered domestic partner.

Employees are entitled to bereavement leave in an amount not to exceed 40 work hours per eligible incident immediately upon employment. 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 including, but not limited to: death certificates, obituaries, and funeral cards.

15.5 Jury Leave

An employee is entitled to jury leave in accordance with State Law and/or City Policy.

15.6 Military Leave

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws and/or City policy.

15.7 Management Leave

Employees accrue seventy (70) hours of Management Leave per plan year and the use of this leave is subject to Department Director's approval and to the additional provisions in the Administrative Policy. Employees hired during the plan year will have their first accrual prorated.

15.8 City-Wide Employee Emergency Leave Relief Fund

The City-Wide Employee Emergency Leave Relief Fund is available to employees pursuant to the provisions contained in the City's Salary Resolution. Donations are made based on an hour-for-hour conversion. Only Paid Time Off hours can be donated.

Article 16 Working Conditions

16.1 Special Work Schedule

An employee may request an alternative work schedule based on the guidelines found in the City's Administrative Policy related to Work Schedules.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.

A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director, or upon request of the employee upon three (3) weeks written notice to each other.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

16.2 Reduction-In-Force

If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City's Administrative Policy related to Reduction-in-Force.

16.3 Grievance Procedure

Any employee covered by the Memorandum of Understanding may file a grievance.

(A) Purpose

To assure prompt and fair treatment of employee grievances related to employment.

(B) Definition

A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding or the City's Administrative Policy. The rating or content of performance evaluations shall not be subject to the grievance process.

(C) Limitations

A grievant and representative shall be allowed reasonable time during work hours to meet regarding any grievance as provided in this article without loss of pay. It is understood that the grievant and representatives shall:

- (1) provide their supervisor(s) with advance notice and request for such time;
- (2) that such request will not be arbitrarily denied;
- (3) that such time shall be charged on the grievant's/representative's timecard to the designated program code, if applicable.

Time limits may be extended by written mutual agreement of the parties.

(D) Procedures

Step 1

The grievant will first attempt to resolve the grievance through informal discussions with successive levels of supervision beginning with the grievant's immediate supervisor through the department head. These discussions must be initiated within ten (10) work days following knowledge of the

incident upon which the grievance is based. Every attempt will be made by the parties to settle the issue at this level.

Step 2

If the grievance is not resolved through the informal discussions, the employee may submit a written appeal to the department head within ten (10) work days after the informal meeting.

The written appeal must contain in clear, factual, and concise language:

- (1) A brief statement as to the date of the occurrence on which the grievance is based and the facts, as the grievant sees them;
- (2) The rule, regulation or act on which the grievance is based;
- (3) The action the grievant believes will resolve the grievance;
- (4) Signature of the employee.

The department head shall have ten (10) work days following receipt of the appeal to review the matter and prepare a written response. Copies shall go to all parties involved and the Human Resources Department.

Step 3

If the grievance is not resolved, the grievant may, and upon approval of the Association, within ten (10) work days following receipt of the department head's response, appeal to the City Manager, stating in writing the basis for the appeal.

The City Manager shall render a written decision to all parties directly involved within fifteen (15) work days following the date of the hearing with the City Manager. This decision will be final.

16.4 Disciplinary Appeal Procedure

Any employee holding a regular appointment who is suspended, demoted, dismissed or had a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the provisions contained in the City's Administrative Policy.

16.5 Pay Date

Pursuant to the City's Compensation Policy, payday is normally on the Friday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency.

Article 17 Association Provisions

17.1 Use of City E-mail System

The Association may use the City's e-mail system outside of work hours to post notices and results of elections, appointments of officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events.

Per Section 2.24.100 of the Municipal Code, employees may only review and respond to such during non-work times.

17.2 Dues Deduction

The Association will handle dues deductions directly with their members.

17.3 Release Time When Meeting With The City

If the President of the Association attends a mutually agreed upon meeting with the City, the President and up to two (2) designated Association Representatives, shall have reasonable release time to attend such meeting. Employees shall notify their supervisor or designee as soon as possible in advance of such meeting. Travel time is included within the reasonable release time.

17.4 Association/Management Committee

The parties agree that regular meetings to explore mutual problems and issues will be beneficial to the relationship between the City and the Association. Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems and issues.

The Association may have up to two (2) representatives attend these meetings. Association representatives shall receive reasonable release time to participate in these meetings.

The specific schedule and agenda shall be mutually agreed by the parties.

Signed this _____ day of _____ 2025

CITY OF SUNNYVALE

PUBLIC SAFETY MANAGERS ASSOCIATION

Tim Kirby, City Manager

Ryan Yin, President

Tina Murphy, Director of Human Resources

David Sakurai, Vice President

Appendix A – Management Duty Preference

Name/Rank	Date
Date Appointed	For Team Year
Current Assignment	
Previous Assignments by Year	List Assignments (i.e. SWAT, TAC Team)
List 1st, 2nd and 3rd Choice by Bureau and Assignment	
1. 	
2. 	
3. 	
<i>Attach any information you wish to have considered.</i>	
<u>Guiding Principles – Deputy Chief</u>	
1. Requests for assignment are made and decided in November 2. Assignments are effective at annual changeover 3. Assignments should be for 2 to 4 consecutive years 4. Assignments should not be for more than 5 consecutive years within Police or Fire disciplines	
<u>Guiding Principles – Captain</u>	
1. Requests for assignment are made and decided in November 2. Assignments are effective at annual changeover 3. Assignments should be for 2-3 consecutive years, but not more than 4 consecutive years within Police or Fire disciplines 4. Attempts should be made to keep at least 1 tenured Captain in the Police and Fire disciplines	