

2014 CITY OF SUNNYVALE – SMA NEGOTIATIONS

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**TENTATIVE AGREEMENT**

Package Proposal Date: November 12, 2014

- Housekeeping (as tentatively agreed to on June 5, 2014)
- Renegotiations (as tentatively agreed to on April 30, 2014)
- Bereavement Leave
- Term
- Wages
- Retirement

**HOUSEKEEPING – Proposal # 1**

Tentatively agreed to on June 5, 2014

**15.4 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.

**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: that is, SMA members will have the bumping rights to a current or previously held classification in any Unit.

**General Clean Up**

- \* Fix any typographical errors
- \* Spacing issues
- \* Reference errors
- \* Change Department of Parks and Recreation to Library and Community Services
- \* Incorporate existing side letters

**RENEGOTIATIONS – Proposal # 2**

Tentatively agreed to on April 30, 2014

City Proposed Language:

- x.1 Negotiations shall begin no later than 120 calendar days prior to the termination date of the agreement.

If either party is unable to meet the timeline, it shall not result in any waiver of rights. The parties shall meet as soon as possible.

It is the intent of both parties to try and reach a successor Agreement prior to the expiration of this Agreement. However, it is by no means a mandatory obligation of the parties to do so.

**LEAVES – Proposal # 4****14.3 Bereavement Leave**

Employees are entitled to bereavement leave where death has occurred to an employee's:

spouse or registered domestic partner, father, step-father, mother, step-mother, son, daughter, brother, sister, grandparents, or grandchildren, or to the father, mother, son, daughter, brother, or sister, 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.

#### **TERM – Proposal # 6**

- 4.1 The term of this Agreement shall be upon ratification of the parties and through June 30, 2015, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action after meeting and conferring in good faith to modify the wages, hours, and terms and conditions of employment provided hereunder.

#### **WAGES/COMPENSATION – Proposal # 9**

##### **12.2 Salary Adjustments**

1. Effective August 31, 2014, 2% across the board salary adjustment
2. Effective the first full pay period following ratification by the SMA membership and approval by the City Council, a 1% of current salary, pensionable for CalPERS classic members, lump sum payment

#### **RETIREMENT – Proposal # 10-B**

##### **13.13 Retirement**

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.).

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

##### 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.

The City agrees to contribute to CalPERS on behalf of employees as follows:

Effective August 31, 2014, the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employees shall pay the remaining four percent (4%) of the employee contribution on a pre-tax basis.

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

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

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.

The City agrees to contribute to CalPERS on behalf of employees as follows:

Effective August 31, 2014, the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employees shall pay the remaining three percent (3%) of the employee contribution on a pre-tax basis.

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

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

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 on a pre-tax basis. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

- \* *This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in the document is not part of the Tentative Agreement.*

For the Sunnyvale Managers Association:

Date: 11-13-14 Chief Spokesperson: Robert Van Heuse

For the City of Sunnyvale:

Date: 11/13/14 Chief Spokesperson: Jen Silva

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**HOUSEKEEPING – Proposal # 1**

**15.4 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.

~~Subject to review by other bargaining units the City will change the program provisions to provide for dollar-to-dollar conversion as opposed to the current hour for hour conversion.~~

**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: that is, SMA members will have the bumping rights to a current or previously held classification in any Unit.

General Clean Up

- Fix any typographical errors
- Spacing issues
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- Change Department of Parks and Recreation to Library and Community Services
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\* This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by association members and approved by the City Council.

For the Sunnyvale Managers Association:

Date: June 5, 2014

Chief Spokesperson:

Robert Van Hees

For the City of Sunnyvale:

Date: 6/15/14

Chief Spokesperson:

CAZ

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**RENEGOTIATIONS – Proposal # 2**

Proposal Date: April 30, 2014

City Proposed Language:

x.1 Negotiations shall begin no later than 120 calendar days prior to the termination date of the agreement.

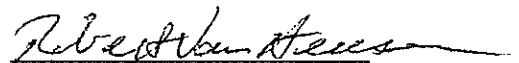
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For the Sunnyvale Managers Association:

Date: 4/30/14

Chief Spokesperson: 

For the City of Sunnyvale:

Date: 4/30/14

Chief Spokesperson: 