

CITY OF SUNNYVALE

and

SUNNYVALE PUBLIC SAFETY OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

July 1, 2015 – December 31, 2020

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COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUNNYVALE
AND THE
PUBLIC SAFETY OFFICERS ASSOCIATION
2015 - 2020

This Memorandum of Understanding (MOU) is entered into between representatives of the City of Sunnyvale (hereinafter "City") and representatives of the Public Safety Officers Association (hereinafter "PSOA").

Parties to this MOU acknowledge and agree that this MOU constitutes the result of Meeting and Conferring in good faith as required by Section 3500, et seq., of the Government Code of the State of California and further acknowledge and agree that all matters upon which parties reached agreement are set forth herein.

The Public Safety Officers Association is hereby recognized as the exclusively-recognized employee organization for those employees occupying the classifications of Public Safety Officer-in-Training, Public Safety Officer Academy Attendee/Graduate, Public Safety Officer, and Public Safety Lieutenant.

1. Term

The term of this Agreement shall be from July 1, 2015 through and including December 31, 2020.

2. Full Understanding, Modification, Waiver

2.1 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existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

City agrees to notify the PSOA 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 PSOA prior to adopting such proposal. Once impasse is reached, the City may exercise its rights pursuant to the Meyers-Milias-Brown Act.

2.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provision contained herein shall in any manner be binding upon the parties

hereto unless made and executed in writing by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

2.4 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.

3. Severability of Provisions

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

4. MOU Disputes

All disputes which relate to matters contained in the Memorandum of Understanding or to ordinances, rules or regulations subject to meet and confer, shall be processed through the Public Safety Officers Association.

5. Civil Service Rules and Regulations

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.

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

6. Negotiations

Successor Agreement. Either party may request, in writing, of the other that negotiations commence for a successor MOU as much as six (6) months prior to the expiration of this agreement.

7. Non-Discrimination

The parties agree that they and each of them shall not discriminate against any employee or Organization member on account of any basis prohibited by state or federal law.

7.1 Complaints asserting violation of Article 7 may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided for in section 7.2.

7.2 The parties agree that they and each of them shall not discriminate against any

employee because of membership or non-membership in the Public Safety Officers Association (PSOA), or because of any authorized activity on behalf of the PSOA, or because of the exercise of rights under this agreement.

8. Equal Employment Opportunity

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

9. Americans with Disabilities Act (ADA)

The City is required to comply with the Americans with Disabilities Act (ADA). The ADA is a federal statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

When an individual's disability creates a barrier, ADA requires the City to make reasonable accommodations to remove the barriers. The parties recognize that the City may be required to make accommodations that are contrary to the language or intent of existing provisions of this Agreement.

The parties agree that such accommodations shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protection of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involves matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City without the written consent of the affected employee. Although an accommodation made by the City pursuant to the ADA shall not be grievable or arbitrable, the impact of such accommodation shall be grievable and arbitrable.

10. Wages

10.1 Formula

10.1.1 The parties shall survey and agree upon the total compensation for the police officer and sergeant classifications, respectively, in the agencies listed in Section 10.2 below.

10.1.2 Total compensation shall include the individual compensation items listed in Section 10.3.

10.1.3 The compensation figures derived from the survey will be applied as described in Section 10.5.

10.1.4 Total compensation for the agencies shall be averaged. The Sunnyvale Public Safety Officers and Lieutenants shall then receive compensation eleven percent (11%) above that average.

10.1.5 When salaries are set for Public Safety Officer II, the following classifications will be adjusted, to maintain the appropriate salary differential:

Public Safety Officer-in-Training: Step 1 is set at 10% below Step 1 of Public Safety Officer II; Step 2 through 4 are set at 5% above each previous step.

Public Safety Officer Academy Attendee/Graduate: Step 1 through 4 are set at the same rate as Public Safety Officer-in-Training.

Public Safety Officer I-Trainee: Step 1 through 4 are set at the same rate as Public Safety Officer-in-Training.

Public Safety Officer I: Step 1 is set at 5% above Step 1 of Public Safety Officer-in-Training; Steps 2 through 4 are set at 5% above each previous step.

10.2 Survey Agencies

The parties agree the agencies to be surveyed shall be:

- Alameda PD
- Fremont PD
- Hayward PD
- Milpitas PD
- Mountain View PD
- Richmond PD
- San Leandro PD
- Santa Clara PD

10.3 Survey Items

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

- 10.3.1 Top-step monthly base salary;
- 10.3.2 The salary that is in effect during the survey window period;
- 10.3.3 The survey agency's payment of the employee's share of retirement;
- 10.3.4 The survey agency's payment for medical insurance, (medical);
- 10.3.5 The survey agency's payment for dental insurance, (dental);

- 10.3.6 The survey agency's payment for life insurance and accidental death and dismemberment insurance, (life);
- 10.3.7 The survey agency's payment for long-term disability insurance, (LTD);
- 10.3.8 The survey agency's payment for the Employee Assistance Program;
- 10.3.9 The survey agency's payment of a uniform allowance or the amount reported to PERS if uniforms are provided.

10.4 Date of Implementation

Salary adjustments produced by the use of the formula will become effective the first full pay period in July of 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.

10.5 Methodology of Implementation

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

10.5.1 Survey

Each agency listed in Section 10.2 above shall be surveyed jointly by the parties during the first 15 days of May to determine each item of compensation listed in Section 10.3 above that becomes effective during the survey window period for the positions of police officer and sergeant.

Such survey shall also compile the date of the next salary increase or decrease and the scheduled percentage, if known.

10.5.1(a) Monthly Rates

All compensation figures shall be recalculated into monthly rates, if necessary, by using one of the following:

- (hourly rate x 2080) / 12 = monthly rate,
- (weekly rate x 52) / 12 = monthly rate, and
- (bi-weekly rate x 26) / 12 = monthly rate

10.5.1(b) Delayed Salary Adjustments

If a salary adjustment is known and scheduled for later in the fiscal year, the scheduled salary adjustments shall be annualized and the annualized amount applied as if effective in July.

10.5.2 Definition of Selected Benefits

10.5.2(a) Medical, Employee Assistance, Dental

The maximum monthly dollar amount paid by an Agency for each of these benefits shall be used for each respective benefit; however, the maximum monthly dollar amount paid for medical insurance shall not exceed the PEMHCA Kaiser +2 contribution for PERS established Bay Area/Sacramento Region.

10.5.2(b) Employee Assistance Program

A program available to employees of the surveyed agency as a benefit to provide confidential counseling services designed to assist employees and/or their families in solving problems which are affecting their personal lives and/or employment situations. The program may have a limited number of counseling sessions per year and be provided independent from the employee's medical plan.

Services provided through this program may include, but are not limited to, the following: family problems counseling; drugs and alcohol; emotional, stress and child-care problems; conflict resolution; marital problems; and legal and financial consultation.

10.5.2(c) Life, LTD

The maximum monthly dollar amount paid by the agency, or, if there is no fixed dollar amount, the dollar value determined by the agency shall be used as the value for each of these items. In cases where the agency cannot determine the value of a benefit, then there shall be no dollar value used. (Note: LTD includes agency payments to a POA plan.)

10.5.2(d) Retirement

For purposes of calculating the formula the City's PERS contribution will be reflected as nine percent (9%); however the actual City payment shall be set forth in section 11.. Also included in the City of Sunnyvale's employee contribution is the cost of the Employer Paid Member Contribution (EMPC) which is agreed to be 1.77%.

10.5.3 Definition of Terms

The parties agree that the following terms, when used within this Article, shall have the following meaning:

10.5.3(a) Annualize

To take a number and determine its value for a 12-month period. Example: Assume 6% increase on March 1. There are four months remaining in the fiscal year. Therefore, $4/12 * 6\%$ gives the percent needed to receive an equal percent for the entire 12 months of a year. In this example the answer is 2%.

10.5.3(b) Survey Month

May as provided in Section 10.5.1 above.

10.5.3(c) Window Period

That period of time during which the parties to this Agreement are gathering information to be used in the calculation of this formula (i.e., the first 15 days of May).

10.6 Calculation

The following calculation shall be performed for both the Public Safety Officer and Public Safety Lieutenant.

10.6.1 Salary and all benefits listed in Section 10.3 shall be determined in monthly dollar amounts.

10.6.2 Salary and all benefits listed in Section 10.3 shall be added to determine total compensation.

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

10.6.4 Eleven percent (11%) shall be added to the total compensation average calculated in 10.6.3.

10.6.5 The dollar difference between the City of Sunnyvale's current total compensation and the average total compensation plus eleven percent (11%) as determined in 10.6.4 above shall be calculated.

10.6.6 The dollar difference calculated in 10.6.5 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 adjust top-step monthly base salary, so as to equal eleven percent (11%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus eleven percent (11%).

10.7 Base Pay for purpose of calculating overtime, specialty pay, and paid leave

Effective July 2008, for the purpose of calculation of overtime, specialty pay, and paid leave, the base shall be each employee's base salary plus the amount of EMT, if eligible, and Donning and Doffing premiums. This new base hourly rate shall be reflected on each employee's payroll notice.

11. Retirement

11.1 The City provides PSOA bargaining unit members the "3% at 50" retirement benefit.

11.2 Effective July 1, 2012, the City will provide new hires of PSOA bargaining unit members the "3% at 55" retirement benefit.

11.3 City agrees to continue the current "payment" plan whereby the City makes a contribution to PERS on behalf of the employee.

11.3.1 Effective with the first full pay period in July 2011, the City contribution to the employee's contribution will be reduced by one percent (1%) which will be paid by the employee, the EPMC as described in section 11.4 will be eight percent (8%).

11.3.2 Effective with the first full pay period in January 2012, the City contribution to the employee's contribution will be reduced by an additional one percent (1%) which will be paid by the employee, EPMC as described in section 11.4 will be seven percent (7%).

11.3.3 Effective with the first full pay period in January 2013, the City contribution to the employee's contribution will be reduced by an additional one percent (1%) which will be paid by the employee, the EPMC as described in section 11.4 will be six percent (6%).

11.4 The City shall contribute nine percent (9%) of salary for the employee's "normal" contribution, and two and one-quarter percent (2 1/4%) to fund the cost of the "single highest year" retirement benefit. As soon as administratively possible, the City will proceed with a PERS contract amendment to shift the cost of the single highest year

option to the employer and to reduce the employee contribution to 9%.

- 11.5 The City reports the value of employer paid member contributions (EPMC) of nine percent (9%) as additional compensation for each Safety member. Effective in the first full pay period in July 2011, the EPMC amount will be reduced from nine percent (9%) to eight percent (8%). Effective with the first full pay period in January 2012, the EPMC amount will be reduced from eight percent (8%) to seven percent (7%). Effective with the first full pay period in January 2013, the EPMC amount will be reduced from seven percent (7%) to six percent (6%).
- 11.6 The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service under Internal Revenue Code Section 414(h)(2) and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue ruling, either by other rulings or regulations.
- 11.7 In the event that the City's payment of employees' PERS contribution is no longer authorized by law, the City has the right to discontinue it, in which case the obligation to pay would fall upon the employee.

The City and PSOA further agree to meet and confer regarding impact on the compensation formula. At that point, there would be an adjustment to the salary formula.

- 11.8 The City shall provide the Third Level of 1959 Survivor Benefits.

- 11.9 The City shall provide the Military Buy-Back Option..

12. Federal Mandates/Social Security

- 12.1 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.
- 12.2 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.
- 12.3 If the parties have not reached agreement within 30 days the request to negotiate, the matter shall be submitted to the City's impasse procedure.

13. Insurances

13.1 Reopener

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

13.1.1 The City's contribution toward medical insurance, vision insurance, employee assistance program, and optional life insurance shall be five hundred fifteen dollars (\$515.00) per month (\$237.69 per pay period).

13.2 Dental Insurance

13.2.1 Dental insurance will continue to be provided by the Association.

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

13.2.3 The Association shall submit a detailed invoice including the names 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.

13.2.4 The dental insurance formula amount shall be as set forth in 13.2.5 below.

13.2.5 The City shall contribute to a maximum of one hundred thirty dollars and fifty five cents (\$130.55) per month (\$60.25/pay period) for this benefit. Effective January 2007, the City shall contribute to a maximum of one hundred forty dollars and fifty five cents (\$140.55) per month (\$64.87/pay period) for this benefit.

13.2.6 Employees shall not be eligible for dental insurance under this Agreement until they have thirteen (13) pay periods continuous service with the City.

13.2.7 Dual Dental Coverage. If a husband and wife are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

13.2.8 During the term of this Agreement, the parties may meet to explore changing

dental plans and/or their administration.

13.3 Vision Insurance

13.3.1 The City shall provide Vision Insurance for each employee (see section 13.1.1). The Vision Plan includes a deductible that the employee must pay at the time of service.

13.3.2 Employees are eligible upon hire, with the effective date the first of the month following the employee's start date and upon completion of the enrollment form. Enrollment is mandatory.

13.4 Life Insurance

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

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

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

13.4.4 Current employees who did not purchase supplemental insurance at the time of hire may purchase supplemental insurance as provided in 13.4.3 during open enrollment, subject to approval by the carrier.

13.5 Long Term Disability Insurance (LTD)

13.5.1 Long term disability insurance will continue to be provided by the Association.

13.5.2 The Association shall contract with an LTD provider and make LTD available to all employees.

13.5.3 The Association shall submit a detailed invoice to the City and the City shall pay the LTD premium for each employee by remitting such premiums to the Association.

13.5.4 The LTD formula amount shall be the maximum amount paid by the City as set forth in 13.5.5.

13.5.5 The City shall contribute nineteen dollars (\$19.00) per month (\$8.76/pay

period) for this benefit.

13.5.6 The City shall report the annual premium in each employee's W2. The employee shall be responsible for the taxes on the City payment of the premium cost.

13.5.7 Enrollment in LTD is mandatory upon hire and benefits shall be the same for all employees pursuant to plan provisions.

13.6 Pre-Tax Health Contributions

Insurance premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.

13.7 Health Care Reimbursement Account

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.

13.8 Dependent Care

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

13.9 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. This benefit shall be cost neutral to the City.

14. Cash In-Lieu of Medical Coverage

14.1 The City will provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.

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

1. Change from full family coverage to employee plus one or employee only

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

Payment shall be made on the following schedule:

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

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

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

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

- 14.2 Effective the third pay period following council approval, the cash in-lieu of medical coverage option will be closed to new members. For members already participating in the cash in-lieu of medical coverage program at that time, 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.

Employees who receive cash in-lieu of medical coverage payment prior to the third pay period following Council approval shall complete a new Cash In-Lieu of Medical Coverage Election Form to receive the following payment schedule.

Payment shall be made on the following schedule:

<u>Type of Coverage Waiving</u>	<u>Per Pay Period Payment</u>
Employee only coverage	\$22.50
Employee +1 coverage	\$60.50
Employee + family coverage	\$98.50

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

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

If an employee decides to reenter a City sponsored CalPERS provided medical plan, or reenter with dependent(s), he or she may enroll in accordance with CalPERS procedures.

Employees receiving cash in-lieu payments for greater than employee only coverage must provide documentation to verify their dependents' eligibility.

15. Holidays

15.1 Designated holidays for employees are as follows:

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

15.2 Floating Holiday Leave

15.2.1 Employees who are not on a shift or fire tour of duty schedule shall be credited with 20 hours of floating holiday leave on January 1 of each year at the beginning of each payroll calendar year.

15.2.2 Newly-hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the portion of the payroll calendar year remaining after their date of hire.

15.2.3 Use of floating holiday leave shall be subject to approval by the employee's supervisor.

- 15.2.4 Any floating holiday leave not taken within the payroll calendar year shall be paid to the employee effective with one of the final pay periods for the year.

SEPARATION

- 15.2.5 Employees separating from City employment shall have their allotment of floating holiday leave for that year prorated based upon their date of separation.
- 15.2.6 Any employee who has used less than his/her prorated allotment for the portion of the payroll calendar year worked, shall have the balance paid on his/her final paycheck.
- 15.2.7 Any employee who has used more than his/her prorated allotment for the portion of the payroll calendar year worked shall have the overage deducted from his/her final paycheck.

CHANGE IN ASSIGNMENT

- 15.2.8 Employees whose status changes from an assignment that receives in-lieu-of-holiday pay to an assignment that receives the holidays off shall be treated as a new employee for purposes of determining the amount of floating holiday leave during the remaining portion of the payroll calendar year.
- 15.2.9 Employees whose status changed from an assignment that receives holidays off to an assignment that receives in-lieu-of-holiday pay shall receive a total holiday benefit, including in-lieu-of-holiday pay and actual holiday time off, equal to the equivalent of the negotiated holiday benefit. Such employee shall resolve this situation with the City.

15.3 In-Lieu of Holiday

15.3.1 Shift or Fire Tour of Duty Schedule

Officers working in positions that require staffing on holidays shall receive In-Lieu of Holiday pay as compensation for working the holidays. Positions entitled to In-Lieu of Holiday Pay are attached hereto in Attachment B. Instead of taking holidays off, employees who are on a shift schedule or fire tour of duty schedule shall receive an additional 4.15 hours pay for each pay period. Such additional pay shall be paid in lieu of the 108 hours of holiday time off. Any current employee no longer eligible for In-Lieu of Holiday per Attachment B will not be impacted until January 2007.

15.3.2 Non-Shift Schedule

Officers working in positions that do not require staffing on holidays shall receive the holiday off and shall not receive In-Lieu of Holiday pay. Employees not receiving “in-lieu of holiday pay” shall take off the City-designated holidays unless management has requested or given specific approval for an employee to work the holiday. Employees who are required or approved to work on a City-designated holiday shall be compensated at the rate of time-and-one half for any hours actually worked on that holiday.

Employees who work on a City-designated holiday on an elective basis shall receive additional straight-time pay for up to 8 hours worked. Additional hours worked shall be compensated at the time-and-one half rate.

15.4 Length of Holiday

15.4.1 Holidays shall be eight hours.

15.4.2 Non-shift employees who are on a work day longer than eight hours shall use either CTO, vacation or floating holiday time to cover any hours over the normal eight hours.

16. Paid Time Off

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

16.1 Definition

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

16.2 Conversion

Effective the first full pay period following Council approval, each full-time employee shall receive a one-time, 60 hour credit for PTO. Employees who do not work a full-time schedule shall receive a pro-rated share of the conversion of PTO.

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

16.3 Accrual

All probationary and regular employees shall accrue PTO. PTO begins accruing on the first day of employment and is prorated on an hourly basis for each paid hour. All

regular paid hours shall count toward PTO accrual. Time-off in excess of PTO accruals and other available leave shall be leave without pay. As employees use PTO, the time used shall be deducted from the employee's current PTO balance.

16.4 Accrual Rates

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

The Accrual rates are listed below:

Effective the first pay period following Council approval of MOU:

Pay Periods of Service	Years	Hrs/pp	Accrual Rate Hrs/Yr
1-26.99	0 to 1	5.0	130
27-130.99	1+ to 5	7.0	182
131-260.99	5+ to 10	8.5	221
261-442.99	10+ to 17	10.0	260
443-650.99	17+ to 25	10.5	273
651 or more	25 or more	11.5	299

Effective September 9, 2018 and thereafter:

Pay Periods of Service	Years	Hrs/pp	Accrual Rate Hrs/Yr
1-26.99	0 to 1	5.5	143
27-130.99	1+ to 5	6.5	169
131-260.99	5+ to 10	8.0	208
261-442.99	10+ to 17	9.5	247
443-650.99	17+ to 25	10.5	273
651 or more	25 or more	11.0	286

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

16.5 PTO Accrual Cap

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

16.6 Scheduling PTO

16.6.1 Employees use 11 hours of PTO leave to take a full day of leave on an 11-hour schedule. 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:

a) 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.

b) Non-Scheduled PTO

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

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

16.6.2 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 days/shifts.

16.6.3 PTO schedules for Lieutenants and Public Safety Officers will be established separately, and Lieutenants and Officers will select available times from their respective schedules.

16.6.4 Subject to staffing requirements and departmental seniority policies, the represented employee may use PTO for as many consecutive hours as he/she can accrue in one year.

16.6.5 Employees are encouraged to schedule and use a minimum of 40 hours of PTO per year.

16.7 Scheduling PTO - Patrol

The following rules apply to the scheduling of PTO for patrol shift personnel:

16.7.1 Annual PTO choice for Patrol Lieutenants will be by Team and by seniority with the senior Lieutenant on each Team choosing first. One Lieutenant will be allowed PTO usage from each Team at any one time.

16.7.2 Annual PTO choice for Public Safety Officers will be by shift and by seniority with the senior Public Safety Officer on each shift choosing first. PTO choices will be granted as follows: One Officer from each Squad may be granted PTO at any given time.

16.7.3 The annual PTO schedule choices shall be assigned prior to any considerations for one-day PTO usage.

16.7.4 For each full shift taken, the employee will be charged 11 hours.

16.8 Scheduling PTO - Fire

The following rules apply for the scheduling of PTO for fire personnel:

1. Each Fire Team shall maintain separate scheduled Paid Time Off (PTO) leave lists for Lieutenants and Public Safety Officers (PSOs). Selections shall be made on the basis of seniority.
2. On each Fire Team, no more than one (1) Lieutenant and one (1) Public Safety Officer at a time may schedule a PTO leave period. Two (2) Public Safety Officers from a Fire Team may be allowed on scheduled PTO leave at the same time when total planned usage for the team requires all team members to use the scheduled PTO leave to which they are entitled and / or required to take. When this occurs it is referred to as a double up shift.
3. Double up shifts shall be determined by totaling the amount of earned annual PTO for all Public Safety Officers assigned to a particular Fire Team and comparing this total to the number of shifts available during their schedule year. If the earned annual PTO leave is greater than the number of shifts available during the schedule year, the difference shall become the specified number of double up shifts. If the earned annual PTO leave is less than the number of shifts available during the schedule year, there will not be any double up shifts. If the earned annual PTO leave is greater than the number of double up shifts available during the schedule year the difference shall become the specified number of triple up shifts. (3 PSOs on annual scheduled PTO leave on one shift at the same time). The formula used to determine the number of double/triple up shifts is: *Total Annual Accruable Hours for PSOs minus 2080 divided by 17.1.*

4. If a scheduled PTO leave period is canceled by the individual that originally requested that period, the availability of that period shall be made known to all members of the affected Team. On the basis of seniority, members may request that canceled period. The management supervisor may take the following into consideration when reviewing scheduled PTO leave requests for a canceled period:
 - a. If the canceled period occurred during a double/triple up shift, then the canceled period will not be made available for selection (if there are no more double/triple up shifts available).
5. For each full shift taken, employee will be charged 17.1 hours. Partial day absences will be converted in accordance with the conversion table located in the City Administrative Policy.

16.9 Scheduling PTO – Other than Fire and Patrol Line-based personnel.

The department may authorize the use of PTO to the extent allowed by operational need. Annual PTO choice will be by seniority.

16.10 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 160 hours of PTO each year, so long as the employee maintains a balance of at least 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.

16.11 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 or designee approval, may use accrued available PTO to extend the date of separation or retirement within the same calendar year.

16.12 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. The specific application of this program is set forth by the applicable provisions in the City's Salary Resolution.

17. Deleted

18. Bereavement Leave

An employee is entitled to bereavement leave in the amount not to exceed 40 hours where death has occurred:

- 18.1 to an employee's spouse or registered domestic partner, father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren;
- 18.2 to the father, mother, step-father, step-mother, son, daughter, brother, sister, grandparents or grandchildren of an employee's spouse or registered domestic partner.
- 18.3 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.
- 18.4 The City reserves the right to require proof of death from the employee within 60 days, or longer if there is good cause.

19. Deleted

20. Paid Medical Leave (PML)

- 20.1 Employees may be authorized up to 40 hours of interim PML from the date of employment for the first 26 pay periods; provided, however, that at the conclusion of the 26th pay period the interim PML shall terminate, including any unused amount.

For non-sworn employees, the total allowable PML for work-related and non-work related paid medical leave is 40 hours.

For sworn employees, the 40 hours PML is applicable for non-work related illness/injury. Work-related illness/injury will be subject to Labor Code Section 4850.

- 20.2 After completion of 26 consecutive pay periods of services, 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.

20.3 PML may be authorized by the management staff in accordance with procedures set forth in the Administrative Policy Manual.

21. Medical Leave and Pregnancy Disability Leave

21.1 Family and Medical Care Leave: Bargaining unit members who qualify for leave in accordance with the family and medical care leave acts (i.e., the Family and Medical Care Leave (FMLA) and the California Family Rights Act (CFRA)) shall be eligible for up to 12 weeks of leave in a 12 month period in accordance with the City's Administrative Policies as well as the law. Members who are eligible for this leave (those who have worked for the City for at least 12 months and who have worked at least 1,250 hours in the preceding 12 months) are entitled to receive their health insurance benefits (medical, dental and vision) paid for while on leave to the same extent as if they were not on a leave of absence. The Administrative Policies addressing the FMLA/CFRA provide all of the definitions of who is covered, for what reasons leave must be taken as well as notice requirements, medical certification responsibilities, and job protection.

21.2 Pregnancy Disability Leave: The parties acknowledge that all female bargaining unit members are entitled to pregnancy disability leave in accordance with the law and as more fully described in the City's Administrative Policies. During the period of disability caused by pregnancy, bargaining unit members will continue to receive health insurance benefits if they would be eligible to receive such benefits in accordance with the Family and Medical Care Leave Acts as described in Article 21.1 or if they were in paid status because of the use of accrued leave to cover the absence.

Every effort will be made to accommodate a pregnant employee so that she can continue working. Examples of such accommodation include, but are not limited to: job restructuring, alternative job placement or assignment, or other temporary options.

The City agrees to welcome input from PSOA to develop a clear understanding of which assignments/job tasks/restructuring would be available that may meet the needs of the City and of the employee.

22. Deleted

23. Bilingual/Translator Pay

23.1 Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Bilingual/Translator skills if they meet the following criteria:

a. Certification by the Director of Public Safety that a particular assignment

involves need for the required skills on a regular basis; and

- b. 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 appropriate by the Director of Human Resources.
- 23.2 Qualifying languages are: Cantonese, Japanese, Mandarin, Portuguese, Sign Language, Spanish, Tagalog, Thai, and Vietnamese, Farsi, and other language(s) deemed appropriate by the City.
- 23.3 Bilingual/Translator Pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular basis.
- 23.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
- 23.5 Payment shall be:
- a. Fifty dollars (\$50.00) per month/twenty-three dollars and seven cents (\$23.07) per pay period for intermediate proficiency; or
 - b. Eighty-five (\$85.00) per month/thirty-nine dollars and twenty-three cents (\$39.23) per pay period for advanced proficiency.

24. Special Assignment Pay

- 24.1 Public Safety Officers and Lieutenants who are assigned to one or more of the following temporary special assignments shall receive an additional 4.625% of base pay for each full pay period that they work in one or more of those assignments:

Canine Handler Officer
Crime Prevention Lieutenant
Crime Scene Investigator Officer
Desk Officer (excludes secondary desk officer on light duty)
EMS Training Lieutenant
Fire Team Coordinator Lieutenant
Fire Training Lieutenant
Patrol Training Officer (PTO)
Fire Training Officer (FTO)
12 Hazardous Material Team Officers and 3 Lieutenants
Professional Standards Lieutenant
Investigations Officer and Lieutenant
Neighborhood Resource Officer
Police Training Lieutenant

Recruitment and Selection Officer and Lieutenant
Range Master/Armorer Officer
Traffic Safety Unit Officer and Lieutenant
Office of Emergency Services Lieutenant
Truck Trainers
Patrol Staff Lieutenant
Staff Maintenance Officer
Patrol Scheduling Lieutenant
Haz-Mat/Truck Trainer (see information below)

For the dual specialty position of Haz-Mat/Truck Trainer, employees assigned to such assignment shall receive 7.5% of base pay for each full pay period that they work such assignment, instead of the 4.625% mentioned above.

The above list contains possible special assignment positions that shall receive additional pay if filled, but does not require that each special assignment position be filled. Placement to one of the above special assignments is at department discretion.

- 24.2 The parties agree that the City has the right to modify the special assignment list set forth in 24.1 above. If a disagreement arises over modifying the special assignment list, the parties agree to meet and confer in an effort to resolve the disagreement.

25. Canine Handler

Time spent in the off duty care and maintenance and training of a police canine is compensable at \$15.00 per hour. It is agreed that canine handlers will be paid one-half hour per day in which they perform such care and feeding. During negotiations, the parties have analyzed the amount of time needed for canine handling, and agree that the estimated one-half hour per day is reasonable and consistent with FLSA requirements.

26. Working Out of Class

This article distinguishes between a long-term assignment and a short-term assignment. Long-term assignments are those of more than 30 days; short-term assignments are for 30 or less days.

26.1 Long-term Out-of-Class Assignments

Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to work out-of-class as acting Lieutenants or Captains, respectively, when there will be no Lieutenant or Captain available on regular time to cover an authorized position for at least four (4) consecutive weeks. Assignment due to a vacancy because of resignation, retirement or termination can only occur if no valid eligible list exists.

When such acting assignment is made, the persons so assigned carry the same order of

authority of a regular appointee in accordance with department policies.

Employees assigned to long-term out-of-class assignments must meet the minimum qualifications of the higher level position.

26.2 Short-term Out-of-Class Assignments

Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to work out-of-class as Lieutenants or Captains, respectively, when there will be no Lieutenant or Captain available on regular time to cover an authorized position for at least two (2) consecutive weeks. A short-term out-of-class assignment cannot exceed 30 days.

Employees assigned to short-term out-of-class assignments do not need to meet the minimum qualifications of the higher level position.

26.3 Compensation for Working Out-of-Class

Any employee who is required by the City to work in a higher capacity for a minimum of two (2) full weeks shall be compensated at a rate of pay which is five percent (5%) above the employee's normal pay. If the out-of-class status is unknown in advance, pay will be retroactive to the date the responsibility was assigned.

The employee shall retain all of the same benefits as normally provided in the employee's regular classification and assignment except that if the out-of-class assignment changes from a shift to a non-shift schedule or from a non-shift to a shift schedule, the in-lieu of holiday provisions will be provided.

26.4 Overtime Provisions While Working Out-of-Class

Under either a long-term or short-term assignment, Officers or Lieutenants working out-of-class may be assigned overtime in their permanently held rank according to the policies for assignment of overtime or in the out-of-class assignment, during which time they receive out-of-class pay for the overtime worked.

27. Stand-By Pay

The City will pay one-half the straight time rate for stand-by duty provided the authorization for stand-by has been given by the department supervisor in advance.

28. Call-Back

28.1 Call Back Pay

When called back to work, an employee shall receive compensation for a minimum of two (2) hours at the overtime rate.

Call back pay for an actual emergency requiring immediate response or to backfill for employees working an actual emergency, also requiring an immediate response, is to begin at the time the call is received by the employee.

Call back pay for a non-emergency case investigation, routine overtime, etc., is to begin at the time work is actually started by the employee.

28.2 Court Appearance Pay

Employees shall receive a minimum of four (4) hours at the overtime rate for scheduled court appearances, provided the following conditions are met:

28.2.1 the appearance occurs either during the officer's scheduled day off, or

28.2.2 between assigned work shifts. In this case, the four (4) hour overtime minimum applies, provided:

- a) The appearance is not immediately following the conclusion of the employee's previous regular or overtime assignment (must be a break between assignments), and
- b) There are four (4) hours or more before commencement of the employee's next scheduled regular or overtime work assignment.

28.2.3 The overtime minimum of four (4) hours should not overlap with any other scheduled regular or overtime shift hours. The only exception to this rule is for Voluntary Response Pay as outlined in Article 29 herein. Both overtime minimums shall apply, regardless of overlap.

28.2.4 Scheduled regular assignments both before and after an off-duty court appearance may be subject to adjustment by management to ensure sufficient time off between assigned work shifts. Furthermore, if a court appearance between shifts runs for an extended period, thus preventing sufficient time off between regular work shifts, the following options shall apply, with prior management approval:

- a) the officer may elect to receive the overtime minimum compensation, and:
 - i. use leave hours to achieve 8.0 hours off before reporting to work the remainder of their regular shift, or
 - ii. report for work after having taken off 8.0 hours at the conclusion of the court appearance, then work their scheduled number of work hours, or

- b) the officer may elect to waive the overtime compensation and consider the court appearance time as straight time towards satisfying their next regular shift work hour norm.

28.2.5 In any situation where there are not four hours separating scheduled court appearance times in the same day, the following rules apply:

- a) for two or more separate court appearances, and if there is a start time before noon, and a second start time at noon or after, there shall be two (2) four-hour overtime minimums; provided, however, that the employee must have been released from his/her first court appearance.

- b) if two or more separate court appearances were either scheduled all before noon, or scheduled all at noon or after, and the start times are less than four hours apart, there shall be only one overtime minimum paid.

28.2.6 Should a single court appearance exceed four (4) hours in duration, the officer will receive overtime compensation continuously until released from their court appearance. Court-mandated breaks during an officer's court appearance are considered hours worked.

28.2.7 When a court appearance is for telephonic testimony, the minimum two (2) hour overtime shall apply; the minimum four (4) hour court overtime rate referenced above does not apply. Employee shall receive a minimum of two (2) hours at the overtime rate if testimony is given.

29. Voluntary Response Pay

29.1 Any off-duty employee who voluntarily responds to prescribed emergencies in compliance with departmental policy shall not be considered called back to duty, but shall receive extra-time pay as follows:

- (a) Between the hours of 6:00 a.m. and 10:00 p.m., the employee shall receive extra time pay for time worked, to the nearest 1/10th of an hour or two (2) hours, whichever is greater, for each separate emergency response.

- (b) Between the hours of 10:00 p.m. and 6:00 a.m., the employee shall receive extra time pay for time worked, to the nearest 1/10th of an hour or four (4) hours, whichever is greater, for each separate emergency response.

- (c) For those on holiday or vacation leave, the extra-time pay shall be in addition to the holiday or vacation pay and shall not terminate the leave status of the employee. Public Safety management has the full authority to determine the number and type of response units for fire/police.

- (d) Notwithstanding the above, if an employee responds within two (2) hours of the beginning or end of his/her shift on a call occurring between 6:00 a.m. and 10:00 p.m., or within four (4) hours of the beginning of his/her shift on a call occurring between 10:00 p.m. and 6:00 a.m., the minimum shall not apply.
- (e) No employee shall be paid for a cancelled call unless the employee responds to the scene or station within 30 minutes of the dispatch call.

30. Compensatory Time Off (CTO)

30.1 An employee assigned to:

Special Operations,
Recruitment, Selection, and Training,
Training,
Administration, or
Professional Standards

may elect compensation for overtime in the form of Compensatory Time Off (CTO).

30.2 Such CTO shall be paid at the rate of time-and-one-half.

30.3 At no time may an employee accrue a "present balance" of more than one hundred (100) hours of CTO.

30.4 CTO shall not be paid except as provided in 30.7 or 30.8 below or upon termination of the employee.

30.5 Rules for Use of CTO:

An employee may use his/her accrued compensatory time off provided that:

30.5.1 Such time off does not "*unduly disrupt*" the organization, and

30.5.2 The employee provides "*reasonable notice*" of the desire to take the compensatory time off.

"*Unduly disrupt*" is defined as a request that places an unreasonable burden on the Department's ability to provide service to the community. "Provide service to the community" includes, but is not limited to: dropping below the established minimum staffing level; providing increased staffing needs resulting from a natural disaster, labor unrest, or a dignitary visit.

"*Reasonable notice*" shall mean that the officer will provide not less than 7 days notice prior to the requested compensatory time off.

30.5.3 Approval of CTO will not be given more than 30 days in advance.

30.5.4 CTO Request Procedure:

1. The officer submits the request to take CTO to his/her supervisor. The request will be approved if it complies with the above rules and it does not require an overtime replacement officer.
2. Officers requesting compensatory time off will have a lower priority than officers off on other types of leave. As an example, when overtime is needed to replace an officer off on vacation during the same time period that an officer has requested compensatory time off, the vacation relief shift shall be filled first.

30.6 An employee may choose whether to carry over or to cash out a maximum of fifty (50) hours of CTO from one twelve month period to the next. To be eligible to cash out CTO, an employee must submit an irrevocable election form in the calendar year preceding the cash-out specifying the number of hours that he/she irrevocably elects to cash out.

30.7 At the end of the first pay period ending in November, CTO that is cashed out shall be paid at the employee's rate of pay on the check issued in that pay period.

30.8 If an employee is transferred out of:

Special Operations,
Recruitment, Selection, and Training,
Training,
Administration, or
Professional Standards

all remaining CTO shall be paid off at the time of the transfer at the employee's rate of pay.

31. Special Practices

31.1 Court Mileage - Personal Vehicle

An employee shall receive reimbursement for parking up to ten dollars (\$10.00) per day, and mileage reimbursement at the standard City rate for use of the employee's personal vehicle for Court appearances outside of Sunnyvale but within Santa Clara County. Payment will be made quarterly upon submission of approved application for

mileage reimbursement and submission of parking receipts.

31.2 Clothing Allowance

Effective the first pay period in the month following Council approval, the City shall provide a clothing allowance of \$75.00 per month to each employee assigned to the below listed assignments. The allowance will be paid during the month following the month of duty covered by the allowance.

Detectives
Bureau of Professional Standards
Office of Emergency Services

31.3 Hazardous Materials Response Team Physicals

City agrees that any employee assigned to the hazardous material response team shall be eligible for a City paid or provided physical once every two years - or annual physical if recommended by the physician providing the physical for the term of the employee's City employment. Employees may use the City contract doctor or may choose to utilize their own doctor for their HazMat physical examination. For those employees choosing to utilize their own doctor, the City will reimburse them for actual out of pocket costs to utilize their own doctor, not to exceed the amount that the City pays for physical examinations through its contract doctor. Employees choosing to utilize their own doctor must require their doctor to conduct the same physical examination as specified in the City's contract and provide a written report to the City.

32. Educational Incentive Program

32.1 Employees who meet the criteria listed in Section 32.4 below shall receive educational incentive pay in the following amounts beginning on the first day of the pay period following the day he/she meets all of such criteria:

32.2 An employee shall receive 2-1/2% in addition to his/her base hourly rate if he/she has a Bachelor's Degree

32.3 An employee shall receive 5% in addition to his/her base hourly rate if he/she has a Master's Degree or a Juris Doctor

32.4 Additional criteria:
A Public Safety Officer must be on Step 6;

32.5 A Public Safety Lieutenant must have been employed within the City's Public Safety series long enough to have reached Step 6, if all such employment were as a Public

Safety Officer; and

- 32.6 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 accredited 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.

In determining "agencies recognized by the United States Department of Education", reference will be made to sections of the booklet, Accredited Institutions of Post Secondary Education, published by the Council on Post Secondary Education of the American Council of Education, entitled, Keys to Institutional Accrediting Bodies and Keys to Specialized Accrediting Bodies. In determining whether a college or university is accredited, reference will be made to the list of accredited institutions in this same publication.

33. Emergency Medical Technician (EMT) Certification

All personnel who acquire and maintain EMT certification shall receive a four percent (4%) differential in addition to his/her base hourly rate effective the first full pay period of July 2008. The differential shall be paid beginning the first full pay period certification is attained and shall be withdrawn at any time the certification is not current.

34. Safety Equipment

- 34.1 The City shall furnish the following safety equipment to all employees:

- firearm,
- holster,
- gun belt,
- spare magazine with case,
- ammunition,
- handcuffs with keys and case,
- flashlight with belt carrier,
- whistle with strap,
- baton with strap ring,
- pen or pencil,
- rain equipment,
- turnout helmet with face shield
- turnout coat with standard inner lining,

turnout pants with standard inner lining,
turnout boots,
turnout gloves,
ballistic vest, and
any other safety equipment required by the City, State or Federal Regulations.

- 34.2 Only safety equipment issued by the City shall be used and/or worn.
- 34.3 Such safety equipment shall be provided and used as set forth in the departmental General Orders Manual.
- 34.4 Employees assigned to motorcycle duty during the duration of the assignment to motorcycle duty:
- motorcycle boots,
 - riding breeches,
 - leather motorcycle jacket,
 - leather gloves,
 - plastic safety helmet,
 - suitable eye protective glasses for day duty, and
 - suitable eye protective glasses for night duty.
- 34.5 Donning and Doffing: Effective the first full pay period in July 2008, Public Safety Officers shall receive a stipend equal to one point three seven three percent (1.373%) of their base pay and Public Safety Lieutenants shall receive a stipend equal to point eight percent (0.8%) of their base pay to compensate for time spent on pre and post shift activities such a donning protective gear, inspecting weapons and vehicles, and performing other activities integral to their job. The parties acknowledge that by providing this stipend they are resolving any and all potential liabilities arising from IBP, Inv. V. Alvarez (2005) 126 S, Ct. 514 or similar cases.

35. Uniforms

- 35.1 Uniforms required by the City shall be provided by the City.
- 35.2 The City will reimburse for one (1) pair of uniform boots/footwear (Patrol/Structural Firefighting) of the officer's choice which meet the criteria established by the Department Uniform and Equipment Committee. The City shall pay up to \$100.00 per year toward the cost of such boots/footwear. The employee shall pay the balance. The City will maintain the serviceability of the shoes by paying for repairs or replacement (up to the above rate), as deemed necessary by the Department.

In addition to the above reimbursement, for personnel assigned to SWAT, Wildland (assigned to a designated Wildland Fire Station or on the Wildland call-out list), or

Task Force 3, the City will reimburse for one (1) pair of uniform boots of the officer's choice which meet the criteria established by the Department Uniform and Equipment Committee. The City shall pay up to \$220.00 once every five (5) years towards the cost of such boots. The employee shall pay the balance. The City will maintain the serviceability of the boots by paying for repairs or replacement (up to the above rate) as deemed necessary by the Department.

36. Officer Appearance

36.1 Officer appearance shall be consistent with the standards established in the departmental General Orders Manual.

36.2 Officer appearance standards will be discussed at the Uniform and Equipment Committee, with recommendations for any changes made to the Director of Public Safety for final decision.

37. Patrol Vehicle Comfort and Safety

The City will maintain a management-employee committee to review the specifications of patrol vehicles regarding comfort and safety. The City will continue to provide comfort and safety to current specifications.

38. Assignment to Special Limited Duty Project

38.1 Public Safety management may authorize assignments of Public Safety Officers or Public Safety Lieutenants to special limited duty projects.

38.2 Any employee who is required by the City to work in a special limited duty project for a minimum of two (2) full weeks shall be compensated at the rate of pay which is five percent (5%) above the employee's normal base pay. Compensation shall be based on actual hours worked during the assignment.

38.3 The details of the project must be included in the comments section of the Personnel Action Form and submitted to the Department of Human Resources.

38.4 Such assignment shall be limited to three (3) months.

However, if the project has not been completed, the assignment may be reviewed for continuation and extended in up to three (3) month intervals not to exceed a total of one (1) year. Any extension beyond the initial three (3) months shall be by mutual agreement between the Department and PSOA. Such extensions must be documented on a Personnel Action Form and submitted to the Department of Human Resources.

39. Temporary Position Reassignment

- 39.1 Due to the need to adequately staff the various assignments, a need for a temporary reassignment of position may be required. In such case, the intent is to keep the employee whole.
- 39.2 So that an employee whose present position carries Floating Holiday and/or Compensatory Time Accrual eligibility and who is reassigned to a position ineligible for these leaves not lose eligible Floating Holiday hours or accrued compensatory time for potential use upon return to the employee's present position, the following shall occur at the point of the temporary reassignment of position:
- a. Compensatory Time Off (CTO) – hours accrued to date shall be banked until such time the employee returns to his/her regular position assignment. In the event of a permanent reassignment to a non-eligible position, such as one occurring during annual changeover, CTO shall be paid off to the employee. In the event the employee does not return to his/her regular assignment prior to the annual CTO payoff/carry-over period, CTO will be paid off to the employee and/or carried over, as would normally occur at the end of this period.
 - b. Floating Holiday – if the employee has not used available floating holiday, based on a pro-rata amount up to the date of reassignment, those hours will be banked until such time as the employee returns to his/her regular position assignment. In the event the employee does not return to his/her regular assignment prior to payroll calendar year-end, the floating holiday hours will be paid off to the employee, as would normally occur at the end of the year. If the employee has used more than the pro-rata floating holiday hours available, the hours over used will be adjusted against vacation leave, as is standard practice, at the time of reassignment.
- 39.3 If the employee's current position is eligible for special assignment pay and the employee is temporarily reassigned to a position ineligible for specialty assignment pay, then either:
- a. the employee shall instead be provided with temporary reassignment pay of 4.625% in lieu of special assignment pay; or
 - b. in the event that the collateral assignment is maintained, the special assignment pay shall continue.
- In no case shall an employee receive both specialty assignment pay and temporary reassignment pay.
- 39.4 The provisions referenced above are being provided in recognition of the fact that it may be necessary to change assignments with limited notice, and that the

temporary reassignment is expected to be short-term.

- 39.5 Temporary reassignment shall be documented on a Personnel Action Form, with notation, if applicable, regarding Floating Holiday (hold balance or adjust over usage), Compensatory Time accrual (hold balance) and/or special assignment pay (converted to temporary reassignment pay), and submitted to the Department of Human Resources.

Such assignment shall be reviewed every three (3) months by the Department of Public Safety in order to determine if staffing is sufficient enough to return the employee to his/her regular assignment. If the reassignment is to continue, the extension must be documented on a Personnel Action Form, submitted to the Department of Human Resources.

- 39.6 These provisions are being adopted to address specific short-term staffing needs and are not intended to change any other MOU provisions, past practice, or policies nor to set precedent if, inadvertently, these provisions affect other MOU provisions, practice, or policy.

40. Deferred Compensation

The City's deferred compensation program shall be available to employees represented by PSOA according to the provisions of the plan currently in effect.

41. Association Leave Bank

- 41.1 Effective the first full pay period ending in July of each year, each active PSOA-represented employee will contribute to the PSOA Leave Bank by donating 0.5 hour (1/2 hour) of his/her accrued vacation leave. The contribution will be deducted from each employee's accrued vacation leave, and the total hours credited to the PSOA Leave Bank for use by the Association President or his/her Executive Board designee.

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

- 41.3 If an employee has no vacation 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.

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

- 41.5 To access usage of leave from the Association Leave Bank, the Association

President will use a specified pay component on his/her timecard.

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

41.7 The City assumes no responsibility for how the leave time is used.

42. New Employee Orientation

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees.

43. Hours of Work

In circumstances in which an employee is working a continuous combination of fire and patrol duty hours, an employee may not work more than a combined total of 84 hours, of which no more than twelve hour may be patrol-based. Officers and Lieutenants who are assigned to the Bureau of Fire Services may not work in the Bureau of Police Services between the hours of midnight and 0800 without having a minimum of eight (8) hours off before the start of a fire duty shift.

43.1 Fire Duty Schedule

The Fire Duty Schedule consists of a 9-day cycle where each team works one 24-hour shift, followed by 24 hours off duty, works another 24-hour shift, followed by 24 hours off duty, then works a final 24-hour shift, followed by 4 consecutive days off duty.

The Fire Duty Schedule (inclusive of shift trades and volunteered or ordered overtime) is subject to this condition: no employee is to work more than 72 hours of continuous fire duty, not inclusive of a wildland/USAR deployment in the event of a natural disaster, or other unforeseen emergency as defined by the Director of Public Safety or designee.

43.2 Patrol Duty Schedule

43.2.1 Public Safety sworn personnel assigned to Police Patrol shall work the following:

a. The Patrol Duty Schedule is an eleven (11) hour shift, and provides for a regular rotating pattern of work days and days off. The Patrol Duty Schedule is four (4) days on followed by four (4) days off.

b. The Patrol Duty Schedule described above results in an officer working 2002 hours per year, 78 hours short of the required base annual work

schedule of 2080 hours per year. Therefore, 78 hours are scheduled as in-service training days; training days not to exceed 9 days per year and will be scheduled contiguous to the work schedule resulting in a five-day work schedule when training occurs. For each training day scheduled, a one-hour lunch will normally be scheduled. When a one-hour lunch is scheduled, one-half (1/2) hour will be paid and one-half (1/2) hour is unpaid.

- c. Schedules shall not be adjusted for more than five hours from the normal duty schedule for training purposes.
 - i.

43.2.2 Officers and Lieutenants working in Patrol will not be allowed to work longer than fifteen (15) consecutive hours except in extenuating circumstances.

43.2.3 With the exception of the hours 0300-0530, the Patrol Duty Schedule will have a minimum of two (2) Lieutenants on-duty around the clock, seven (7) days a week. In addition, minimum Public Safety Officer (PSO) staffing levels will be maintained during certain hours of the day. Minimum PSO staffing levels will be maintained as indicated during the hours specified:

Squad	Schedule	Time frame	Minimum	Optimum
1	0530-1630	0530-1200	10	12
		1200-1800	11	13
2	0700-1800	0530-1200	10	12
		1200-1800	11	13
3	1200-2300	1200-1800	11	13
		1800-2000	11	12
4	1600-0300	1200-1800	11	13
		1800-2000	11	12
		2000-0300	11	13
5	2000-0700	2000-0300	11	13
		0300-0530	6	7
		0530-1200	10	12

The parties understand that the Department of Public Safety is continually attempting to optimize the utilization of staff. The parties agree to discuss any proposed changes to staffing levels and hours. During the term of this agreement, no changes to the schedule listed above shall be made absent mutual agreement.

43.3 Assignment Preferences

- 43.3.1 The City will assign employees to Police Services or Fire Services, or Special Operations using "duty preference statements" in order of seniority whenever practicable, keeping in mind balance of experience and training.
- 43.3.2 After a total of fifteen (15) years of service as a Public Safety Officer and/or a Public Safety Lieutenant with the Department of Public Safety, an employee may select Police Services or Fire Services. The years of service calculation begins when an employee is appointed to PSO I. The employee is considered "15 year qualified" in the team year following completion of 15 years of service with the Department of Public Safety (combined PSO I, PSO II, and/or Lieutenant).
- 43.3.3 After the employee is "15 year qualified", as described in 43.3.2, an employee's selection of Police or Fire Services may occur for up to three (3) consecutive years, at which time the City may assign such employee to either Police Services or Fire Services for up to one (1) year. Thereafter, the employee selection and City assignment shall continue on the same "three year-one year" basis.
- 43.3.4 Article 43.3.3 is not applicable within the first three full years of promotion to Lieutenant or to the administrative assignment by the Chief to Internal Affairs Lieutenant or Office of Emergency Services Lieutenant positions.

43.4 Special Assignments

Special Assignments shall be governed according to the Special and Collateral Assignments and Rotation Policy approved by the Director of Public Safety, in agreement with PSOA through the Joint Resolution Committee process. Such guidelines will be maintained by the Department of Public Safety.

43.5 Reassignment of Personnel

- 43.5.1 Work schedule adjustments and extra time rules when changing work assignments are as outlined below:
 - a. Assignment changes are made concurrent with the beginning of a pay period whenever possible.
 - b. In general, overtime will only be paid when an employee works beyond the scheduled work hours for their assigned position. Note – hours worked past midnight Saturday into Sunday of the new pay period are considered as satisfying the work hour norm for the old assignment.
 - c. Whenever an employee's work schedule is changed, the changeover schedule must provide for a minimum of eight (8) hours

off between shift assignments and follow all FLSA rules.

- d. For exigent circumstances (e.g. earthquake, flood, terrorist event, etc.), the work hours may be shifted temporarily, for a time frame necessary to address the event, at the direction of the Director of Public Safety or designee. For pre-planned special events (e.g. Super Bowl, POTUS visit, etc.) the work hours may be shifted temporarily, not to exceed two (2) weeks, at the direction of the Director of Public Safety or designee. Such change shall not be for fiscal purposes.

43.5.2 Elective/Voluntary Reassignment (annual changeover assignment bid, transfer request, etc.):

- a. When an employee elects a new assignment at the beginning of a team year, or voluntarily initiates an assignment change throughout the team year, work schedule adjustment is as follows:

From (Old):	To (New):	Description:
Fire Team X 0800	Patrol Squad 1 0530 Squad 2 0700 Squad 3 1200	8.0 hours PTO to be taken on first NEW Patrol shift from 0800-1600, then 3.0 hours worked (or PTO) satisfy 11.0 hour work norm for the first NEW shift; alternatively, the employee has the option to elect to work straight through for 11.0 hours (0800-1900 hours)
Patrol Squad 4 0300 Squad 5 0700	Fire Team X 0800	3.0 hours PTO to be taken on first NEW Fire shift from 0800-1100 7.0 hours PTO to be taken on first NEW Fire shift from 0800-1500
Patrol Squad 3 2300 Squad 4 0300 Squad 5 0700	Patrol Squad 1 0530 Squad 1 0530 Squad 2 0700 Squad 1 0530 Squad 2 0700 Squad 3 1200	After an employee has been provided the requisite 8.0 hours off following the conclusion of the OLD assignment, the employee will need to work or use leave equal to 11.0 hours in order to meet work hour norms for the first NEW shift (e.g. may either take 11.0 hours of PTO for entire first Patrol shift, or may elect to work part of those 11.0 hours and charge the balance to PTO)

- b. If there is no intervening day off between old and new Patrol

assignments after five (5) consecutive days have been worked, then the first new shift will be taken off and the employee must work or take leave elsewhere in the pay period to meet their work hour norm.

43.5.3 Administrative Reassignment (non-elective assignment changes):

- a. When management elects to assign an employee to a shift not of the employee's choosing, the following work schedule adjustments shall apply where there is no intervening day off between the old and new work assignments*:

Fire to Patrol: the first new Patrol shift will be given as a day off.

Patrol to Fire: the employee will be given a minimum of 8.0 hours off between the old and new assignment.

Team to Team (Patrol): the first new Patrol shift will be given as a day off.

* Any deficit in work hours due to administrative reassignment will not require the use of personal leave.

44. Shift Substitution

Public Safety Officers and Lieutenants shall be entitled to substitute twelve (12) tours of duty exclusive of substitutions for educational or civic activities among each other by mutual agreement. Such substitutions shall be subject to these conditions:

- 44.1 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 and will acknowledge that the City will not be held liable for:
 - i. any extra time involved in the fulfillment of the agreement by either party to the agreement to satisfy the conditions agreed to, and
 - ii. any incidents occurring to the party off the job as a result of the shift or tour of duty.

The methodology utilized to make such request shall be determined by the Department of Public Safety, and may include a written statement signed by both parties or completion of the request on a secure web-based system, such as the Fire Internal Website (DAISY/DPSWEB), or other similar system.

- 44.2 The substitution must be approved in advance by the Team Captain or his/her designee, as may be determined by the Director of Public Safety.

- 44.3 The person initiating the trade is to be charged.
- 44.4 The trade and its repayment will not be subject to extra time provisions.
- 44.5 Shift and tour of duty trades will be made only between qualified persons as determined by both parties' Captain(s). Ordinarily, a 12-hour fire shift trade will equal an 11-hour patrol shift.
- 44.6 Deleted
- 44.7 No shift substitutions nor paybacks will be approved for scheduled patrol or fire tower training days or special training days scheduled at the beginning of the schedule year by the Training Lieutenant except under extenuating circumstances and approved by the appropriate Public Safety Captain.
- 44.8 Shift trade paybacks will be allowed only on regular days off. Fire personnel assigned to fire Operations on a 24-hour shift, no shift substitution shall be allowed which results in an employee working more than 72 hours of continuous duty. For personnel assigned to Police Operations, no shift substitution shall be allowed which results in less than 8 hours off between shift assignments.
- 44.9 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.
- 44.10 Every instance of shift substitution for personal reasons shall be counted as one shift trade regardless of whether it is a full shift or a portion of a shift.
- 44.11 Definitions of "civic activities" for purposes of Substitutions of Shifts:

Active participant in an event as a member or officer of:

Department Pistol Team
Department Fire Brigade
Department or City-Sponsored project
Civic or service-oriented clubs (Lions, Rotary, Kiwanis, etc.)
School District sponsored Parent Teacher Associations (PTA)
Coach of children's athletic teams
PSOA basketball and softball leagues
PSOA business functions

- 44.12 Definition of "educational activities" for purposes of substitution of shifts:

Those educational courses which would ordinarily qualify for reimbursement by the City or be otherwise directly related to Public Safety.

45. Selection Appeal Procedure

- 45.1 Job applicants may file an appeal of the selection process based only on one of the following:
 - 45.1.1 The employee's completed application form is in dispute;
 - 45.1.2 Assertions that the employee's experience, training, education, etc., as detailed on the employee's application, meets the qualifications as advertised in the job announcement;
 - 45.1.3 Assertions that the City's selection procedure was not followed;
 - 45.1.4 Assertions that the employee has been discriminated against on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical conditions, marital status, or Association membership in any aspect of selection.
 - 45.2 In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.
 - 45.3 Such statement must be submitted within seven (7) calendar days after the applicant knew or should have known of the problem prompting the appeal pursuant to 45.1.1, 45.1.2, 45.1.3 or 45.1.4 above.
 - 45.4 A review before the Director of Human Resources or designee shall be set for a time that is within seven (7) calendar days of receipt of the appeal.
 - 45.5 A fair and impartial review shall be held with the Director of Human Resources or designee to consider the facts and circumstances of the appeal. Applicant may submit any pertinent materials. If the appeal relates to an oral interview in which the Director of Human Resources participated, the appeal will go directly to the Assistant City Manager for the final determination (see 45.8 below).
 - 45.6 The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.
 - 45.7 Should applicant still be dissatisfied with the response, he/she may request within seven (7) calendar days a further review before the Assistant City Manager or designee who is at least at the Department Director level.
 - 45.8 Assistant City Manager or designee shall hold a review within seven (7) calendar days from the date of the appeal to further consider the facts and circumstances of the appeal. Assistant City Manager or designee shall make a final decision and notify applicant within fourteen (14) calendar days of the appeal.
46. 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 is 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.

Work day 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 his/her grievance with his/her immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) work days 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, he/she 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 his/her most immediate management supervisor of the rank of Captain. The Captain 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 his/her most immediate Captain, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with his/her Deputy Chief. Within seven (7) work days of receipt of the written appeal, the Deputy Chief shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form.
- C. Level 3. If the grievant is not satisfied with the written response from his/her Deputy Chief the grievant may, with seven (7) work days from the receipt of the response appeal the grievance to the Director of Public Safety. Within seven (7) work days 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) work days 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) work days from the receipt of this response, file a written appeal to the City Manager. Within ten (10) work days 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 his/her 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 his/her 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) work days 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.

IMMEDIATE ARBITRATION

1. If the Association reasonably believes the City has violated or is threatening to violate this MOU in a manner which will result in irreparable injury if processed through the normal grievance process, the Association may submit the grievance under the following expedited procedure. An “irreparable injury” is any injury that cannot be cured after the fact. For example, a suspension or pay reduction would not be an irreparable injury because it could be cured by a backpay award. However, the City’s cancellation of an employee’s honeymoon vacation could be an irreparable injury because it cannot be cured after the fact.
2. A grievance under this procedure shall be submitted directly to the Third Level (Director of Public Safety) of the grievance procedure and shall be processed in an expedited manner (i.e., all responses shall be due within three (3) days). If the grievance is denied at any level, the grievance shall be deemed immediately appealed to the next level of the grievance procedure at the time of the denial. As soon as the grievance is filed/submitted at the Third Level, the parties shall commence immediately to pick an arbitrator and attempt to arrange for an

arbitration hearing before the threatened action (these actions will be parallel to pursuit of the grievance steps described herein).

3. If the grievance is denied at the Fifth Level, the grievance shall immediately be submitted to Confirmable Arbitration.
4. It is the intent of the parties to have the arbitrator rule, one way or the other, before the threatened action takes place.

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) work days of receipt of an answer at Level 5, or ten (10) work days 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) work days 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

In the interest of economy and to effect a more expeditious decision-making process, consistent with a just result, the parties contemplate oral arguments only, with no written post-hearing briefs. Where one or both parties believe that the case is factually

or legally complicated enough to warrant post-hearing briefs rather than oral argument, either party may request that the arbitrator permit the submission of post-hearing briefs. Where such a request is made, the arbitrator shall consider the parties' interests in achieving a fair result while minimizing costs and reaching an expeditious decision.

If the arbitrator believes that a case is factually or legally complicated enough to warrant post-hearing briefing, he or she may order that the parties submit such briefs even in the absence of a request by either party.

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 PSOA 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 PSOA 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.

47. Just Cause

47.1 Employees covered by this Agreement shall be disciplined only for just cause. Appeals of disciplinary actions shall normally be processed through the Personnel Board in accordance with Chapter III, Article X, Section 8 of the Administrative Policy. However, at the employee's request, PSOA may appeal a suspension in excess of two pay periods, a demotion, or a termination to Confirmable Arbitration pursuant to Article 46 of this Agreement.

47.2 The election of remedies must take place during the period specified in Chapter III, Article X, Section 8, Subd. 1 of the Administrative Policy. However, the Director of Human Resources may agree to extend the time at the Association's request.

48. Joint Resolutions Committee (JRC)

48.1 The City and the Association agree to establish a committee for the resolution of problems. The parties agree that this committee is formed to resolve labor-management issues in a way that maximizes the chances of mutual agreement. The communications process should also maximize harmonious, respectful, and polite communications, whether up or down the chain of command.

48.2 The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus.

48.3 Consequently, the parties agree to meet monthly 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. By mutual agreement, the parties may meet more often than once a month.

48.4 The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

48.5 Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic.

48.6 To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process,

the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

48.7 To this end, the following basic concepts shall be adhered to:

- Agendas will be jointly set and minutes kept.
- An effort will be made to include key policy decision-makers.
- The Committee may appoint sub-committees to study major issues and report back to the JRC with recommendations for resolution.
- A mutually agreed-upon committee effectiveness training shall be provided to assist in establishing Committee operating guidelines.

48.8 The JRC shall be charged with the following:

48.8.1 Internal Communication - Improved Relationship

Discuss ways in which open and honest communications between the parties can occur so that misunderstandings may be reduced.

48.8.2 Identifying Potential Problem Areas and/or Issues

Identify and resolve potential problems or issues as they arise in order to maximize harmonious relationships between PSOA and Department Management.

49. Association Executive Board

The Association will provide a full list of Executive Board Members to the Director of Human Resources. The Association will inform the Director of Human Resources in writing of any changes within 10 days of the effective date.

50. HRIS/Financial System

The City contemplates implementing a new HRIS / Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.

51. Pay Date Reopener

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

52. Cash In-Lieu of Medical Coverage Reopener

Upon written request from the City, the parties agree to reopen this MOU and to meet and confer

with the goal of replacing the Cash- In-Lieu of Medical Coverage option with a benefit of similar value which will not impact employees' regular rate of pay pursuant to the Flores v. City of San Gabriel case. Statutory impasse procedures shall apply to these negotiations.

CITY OF SUNNYVALE

PUBLIC SAFETY OFFICERS
ASSOCIATION

Dated: _____

CLASSIFICATION: **AREA OF ASSIGNMENT:** **RECEIVE IN-LIEU
OF HOLIDAY PAY
(4.15 HRS P/PP =
108.0 HRS P/YR)**

LIEUTENANTS

Patrol Line	yes
Fire Line	yes
Fire Prevention	no
Investigations	no
Traffic	no
Crime Prevention	no
Office of Emergency Services	no
Fire Training	no
Training - EMS	no
Police Training	no
Personnel	no
Professional Standards	no

OFFICERS

Fire Line	yes
Fire Training Officers (FTO)	yes
Patrol Line	yes
Desk Officers (DO)	yes
Police Training Officers (PTO)	yes
Crime Scene Investigators (CSI)	yes
Canine Handlers (K-9)	yes
Traffic	no
Crime Prevention	no
Neighborhood Resources Officer (NRO)	no
Fire Prevention	no
Investigations	no
Rangemaster	no
Recruitment	no
Long-Term Leave/Modified Duty (not assigned)	no