CITY OF SUNNYVALE

and

COMMUNICATION OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

January 1, 2015 – December 31, 2017

TABLE OF CONTENTS

PREAMBLE	…….	1
Article 1 – Recognition	…….	1
Article 2 – Scope of Representation	…….	1
Article 3 – Ratification	…….	1
Article 4 – Term	…….	1
Article 5 – City Rights	…….	2
Article 6 – Ordinances, Codes, Resolutions	…….	2
Article 7 – Full Understanding, Modifications, and Waivers	…….	2
Article 8 – Severability	…….	3
Article 9 – Renegotiations	…….	3
Article 10 – Concerted Activities	…….	3
Article 11 – Definitions	…….	3
Article 12 – Civil Service Rules and Regulations	…….	3
Article 13 – Non-Discrimination	…….	3
Article 14 – Authorized Agents	…….	4
Article 15 – Wages	…….	4
Article 16 – Certification Pay	…….	7
Article 17 – In-Lieu Holiday Pay	…….	8
Article 18 – Out-of-Class Premium	…….	8
Article 19 – Translator/Bilingual Pay	…….	8
Article 20 – Trainer Compensation	…….	9
Article 21 – Call-Back Pay	…….	9
Article 22 – Uniforms	…….	10
Article 23 – Retirement	…….	10
Article 24 – Federal Mandates/Social Security	…….	12
Article 25 – Insurance Programs	…….	13
Article 26 – Premium Conversion	…….	15
Article 27 – Cash In-Lieu of Medical Coverage	…….	15
Article 28 – Dependent Care	…….	15
Article 29 – Paid Time Off	…….	16
Article 30 – Bereavement Leave	…….	19
Article 31 – Paid Medical Leave and Workers' Compensation	…….	19
Article 32 – Time off Between Shifts	…….	21
Article 33 – Compensatory Time Off	…….	22
Article 34 – Shift Selection	…….	22
Article 35 – Hours of Work and Overtime	…….	23
Article 36 – Shift Substitutes	…….	23
Article 37 – Special Schedules	…….	24
Article 38 – Direct Deposit	…….	24
Article 39 – Testing for City Vacancies	…….	24
Article 40 – Hearing Examination	…….	25
Article 41 – New Employee Orientation	…….	25
Article 42 – Labor-Management Committee	…….	25
Article 43 – Selection Appeal Procedure for Promotional Opportunities	…….	26
Article 44 – Grievance/MOU Interpretation Impasse Procedure	…….	27
Article 45 – Job Share Program	…….	32
Article 46 – Memorandum of Understanding Language	…….	32
Attachment A: Job Share Program	…….	34

TABLE OF CONTENTS - Listed alphabetically by Title

PREAMBLE	…….	1
Article 14 – Authorized Agents	…….	4
Article 30 – Bereavement Leave	…….	19
Article 21 – Call-Back Pay	…….	9
Article 27 – Cash In-Lieu of Medical Coverage	…….	15
Article 16 – Certification Pay	…….	7
Article 5 – City Rights	…….	2
Article 12 – Civil Service Rules and Regulations	…….	3
Article 33 – Compensatory Time Off	…….	22
Article 10 – Concerted Activities	…….	3
Article 11 – Definitions	…….	3
Article 28 – Dependent Care	…….	15
Article 38 – Direct Deposit	…….	24
Article 24 – Federal Mandates/Social Security	…….	12
Article 7 – Full Understanding, Modifications, and Waivers	…….	2
Article 44 – Grievance/MOU Interpretation Impasse Procedure	…….	27
Article 40 – Hearing Examination	…….	25
Article 35 – Hours of Work and Overtime	…….	23
Article 17 – In-Lieu Holiday Pay	…….	8
Article 25 – Insurance Programs	…….	13
Article 45 – Job Share Program	…….	32
Article 42 – Labor-Management Committee	…….	25
Article 46 – Memorandum of Understanding Language	…….	32
Article 41 – New Employee Orientation	…….	25
Article 13 – Non-Discrimination	…….	3
Article 6 – Ordinances, Codes, Resolutions	…….	2
Article 18 – Out-of-Class Premium	…….	8
Article 31 – Paid Medical Leave and Workers' Compensation	…….	19
Article 29 – Paid Time Off	…….	16
Article 26 – Premium Conversion	…….	15
Article 1 – Recognition	…….	1
Article 3 – Ratification	…….	1
Article 9 – Renegotiations	…….	3
Article 23 – Retirement	…….	10
Article 2 – Scope of Representation	…….	1
Article 43 – Selection Appeal Procedure for Promotional Opportunities	…….	26
Article 8 – Severability	…….	3
Article 34 – Shift Selection	…….	22
Article 36 – Shift Substitutes	…….	23
Article 37 – Special Schedules	…….	24
Article 4 – Term	…….	1
Article 39 – Testing for City Vacancies	…….	24
Article 32 – Time off Between Shifts	…….	21
Article 20 – Trainer Compensation	…….	9
Article 19 – Translator/Bilingual Pay	…….	8
Article 22 – Uniforms	…….	10
Article 15 – Wages	…….	4

COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUNNYVALE
AND THE
COMMUNICATION OFFICERS ASSOCIATION
2015-2017

PREAMBLE

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

Article 1 - Recognition

1.1 The Communication Officers Association is recognized as the exclusive representative of employees in the Department of Public Safety's Communications (Dispatch) Unit. Represented classifications include, but are not limited to: Senior Public Safety Dispatcher, Public Safety Dispatcher, and Public Safety Dispatcher-in-Training.

1.2 Additional classifications, as deemed appropriate and as mutually agreed upon by the parties to be placed in this Unit, shall be included upon such determination.

Article 2 - Scope of Representation

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

Article 3 - Ratification

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

Article 4 - Term

4.1 The term of this agreement shall be from January 1, 2015 through December 31, 2017.

Article 5 - City Rights

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

Article 6 - Ordinances, Codes, Resolutions

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

Article 7 - Full Understanding, Modifications, and Waivers

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

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

City agrees to notify the COA in writing of any proposal to change wages, hours, or terms and conditions of employment not specifically covered by this Agreement and to meet and confer in good faith with COA prior to adopting such proposal. Existing benefits which could be considered part of a “total and quantifiable compensation package” (i.e. monetary benefit to one or more employees, such as leaves) may not be changed without mutual agreement. Once impasse is reached, either party may exercise its rights pursuant to the Meyers-Milias-Brown Act. The parties acknowledge that impasse procedures are covered under the City’s Municipal Code, Chapter 2.24.

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

Article 8 - Severability

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

8.2 If a provision is declared invalid or unenforceable as provided in Section 8.1 above, then at the written request of either party submitted to the other within fifteen (15) calendar days of such action by the court, the parties shall promptly meet to determine the impact of such.

Article 9 - Renegotiations

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

Article 10 - Concerted Activities

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

Article 11 - Definitions

11.1 For purposes of this MOU, "payroll calendar year" is defined as beginning on the first day of the last pay period starting in December and ending on the last day of the last full pay period in the following December.

Article 12 - Civil Service Rules and Regulations

12.1 This Agreement adopts by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

Article 13 - Non-Discrimination

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

13.1 The parties agree that a variety of state and federal laws prohibit discrimination and retaliation. Employees experiencing discrimination may pursue any remedies available to them under such laws. The grievance and arbitration mechanism in this MOU may not be used to pursue discrimination, retaliation or harassment claims, except for alleged

violations of Section 13.2. They and each of them shall not discriminate against any employee or Organization member on account of complaints asserting violation of Article 13 that may be filed with any city, state or federal agency but are not grievable under the MOU, except as provided in section 13.2.

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

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

Article 14 - Authorized Agents

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

14.1 City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (street address: 505 W. Olive Avenue, Suite 200, Sunnyvale, CA 94086; mailing address P.O. Box 3707, Sunnyvale, CA 94088-3707; telephone (408) 730-3001), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

14.2 The Association's principal authorized agent shall be the President of the Communication Officer's Association or his/her duly authorized representative. The Association’s official mailing address is: P.O. Box 60372, Sunnyvale, CA 94088.

Article 15 - Wages

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

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

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

15.4 Formula

15.4.1 The parties shall survey and agree upon the total compensation for the Public Safety Dispatcher in the agencies listed in Section 15.5 below.

15.4.2 Total compensation shall include the individual compensation items listed in Section 15.6.

15.4.3 The compensation figures derived from the survey will be applied as described in Section 15.7.

15.4.4 Total compensation shall be averaged. The Sunnyvale Public Safety Dispatchers shall then receive compensation five percent (5%) above that average.

15.5 Survey Agencies

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

Alameda
Concord
Fremont
Hayward
Milpitas
Mountain View
Palo Alto
Richmond
San Jose
San Leandro
San Mateo
Santa Clara

15.6 Survey Items

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

15.6.1 Top-step monthly base salary for the journey-level dispatch position;

15.6.2 The survey agency's payment of the employee's share of retirement;

15.6.3 The survey agency's payment for medical insurance.

15.7 Date of Implementation

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

Year 1: 3% general wage increase effective the first full pay period following membership ratification and Council approval (September 27, 2015).

Wage, insurance and retirement contribution changes become effective the first full pay period following City Council approval. The City shall provide a lump sum one-time payment equivalent to 3% of wages (inclusive of retirement bilingual, trainer compensation, and uniforms) received from January 1, 2015 to July 20, 2015.

Year 2: 3.5% general wage increase effective January 3, 2016.

Year 3: Revert to salary survey methodology (see Article 15.9).

15.8 Methodology of Implementation

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

15.8.1 Survey

Each agency listed in Section 15.5 above shall be surveyed by the city during the first 15 days of January to determine each item of compensation listed in Section 15.6 above that becomes effective January 1st of each year.

15.8.1(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

15.9 Calculation

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

15.9.1 Salary and all benefits listed in Section 15.6 shall be determined in monthly dollar amounts.

15.9.2 Salary and all benefits listed in Section 15.6 shall be added to determine total compensation.

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

15.9.4 Five percent (5%) shall be added to the total compensation average calculated in 15.9.3.

15.9.5 The dollar difference between the City of Sunnyvale's current total compensation and the average total compensation plus five percent (5%) as determined in 15.9.4 above shall be calculated.

15.9.6 The dollar difference calculated in 15.9.5 above shall be expressed as a percentage, rounded to the nearest hundredth of a percent, of the City of Sunnyvale's current total compensation.

Determine the required adjustment to current total compensation, by identifying the amount required to increase top-step monthly base salary, so as to equal five percent (5%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus five percent (5%).

15.10 Pay Date

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

Article 16 - Certification Pay

16.1 Employees in the bargaining unit shall be compensated at one and a half percent (1.5%) above the employee's normal base pay for emergency dispatcher certification(s) by the National Academies of Emergency Dispatch (N.A.E.D.), including E.M.D. The City shall adjust the pay of the employee starting the first full pay period (retroactively if necessary) to the

date on which the employee began performing the duties following receipt by the City's Human Resources Department of the employee's proof of possession of the certification(s).

Article 17 - In-Lieu Holiday Pay

In exchange for deletion of floating holiday, the holiday in-lieu shall be:

17.1 Employees shall be entitled to in-lieu holiday pay equivalent to 108 hours per year, paid at 4.15 hours per pay period.

Article 18 - Out-of-Class Premium

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

Article 19 - Translator/Bilingual Pay

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

19.1.1 Certification by the Director of Public Safety that a particular assignment involves need for the required skills on a regular basis.

19.1.2 Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at a proficiency level deemed to be appropriate by the Director of Human Resources.

19.2 Qualifying languages are: Cantonese, Japanese, Mandarin, Portuguese, Spanish, Tagalog, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

19.3 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.

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

19.5 Payment shall be:

19.5.1 Fifty dollars ($50.00) per month/twenty-three dollars and seven cents ($23.07) per pay period for intermediate proficiency; or

19.5.2 Eighty-five dollars ($85.00) per month/thirty-nine dollars and twenty-three cents ($39.23) per pay period for advanced proficiency.

Article 20 - Trainer Compensation

20.1 An employee in the classification of Public Safety Dispatcher or Senior Public Safety Dispatcher who is assigned as a Trainer (CTO) shall be compensated at five percent (5%) above the employee's normal base pay when assigned to perform CTO duties as approved by the Communications Manager.

20.2 Duties of the CTO

20.2.1 Duties of the CTO include the following:

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

20.3 CTO Assignments

20.3.1 Management will assign CTO status .

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

Article 21 - Call-Back Pay

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

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

21.1.2 The return is necessitated by unanticipated work requirements, and

21.1.3 The employee actually returns to work.

21.2 An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if he/she is called back to work within two (2) hours of the previous call back.

21.3 An employee who is ordered to begin his or her shift up to two (2) hours prior to his or her normal starting time shall not be eligible to call back pay for that early call back.

Article 22 - Uniforms

22.1 Employees in the Communications Unit are required to wear uniforms during work hours unless otherwise specified by the unit manager.

22.2 Each employee required by the City to wear a uniform shall receive a uniform in the manner determined by the City.

22.3 A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

22.4 Once per fiscal year, the City will provide a boot allowance in the amount of $100.

Article 23 - Retirement

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

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

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

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

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

23.5 Tier 1 – Local Miscellaneous 2.7% at age 55

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

Effective the first full pay period following ratification and approval by the City Council (September 27, 2015), the City shall contribute four percent (4%) of the eight percent (8%) employee contribution. Employee shall pay the remaining four percent (4%) of the employee contribution.

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

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

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

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

23.6 Tier 2 – Local Miscellaneous 2.0% at age 60

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

Effective the first full pay period following ratification and approval by the City Council (September 27, 2015), the City shall contribute four percent (4%) of the seven percent (7%) employee contribution. Employee shall pay the remaining three percent (3%) of the employee contribution.

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

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

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

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

23.7 Tier 3 – Local Miscellaneous 2.0% @ 62

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

Article 24 - Federal Mandates/Social Security

24.1 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.

24.2 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.

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

Article 25 - Insurance Programs

25.1 General

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

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

Effective the first full pay period following approval by the City Council (September 27, 2015), the City contribution shall be $615 per month.
For calendar year 2016, the City contribution shall be $715 per month.
For calendar year 2017, the City contribution shall be $815 per month.

25.2 Dental Insurance

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

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

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

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

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

25.3 Employee Assistance

Benefits will be the same as those provided for other represented employees who participate in the Employee Assistance Program.

25.4 Vision Care

Enrollment in this program is mandatory, and benefits will be the same as those provided for other employee groups who participate in the Vision Care Program.

25.5 Life Insurance/AD&D

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

Such insurance shall be at no cost to the employee, except that insurance amounts above $50,000 provided by the City shall be subject to tax law provisions.

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

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

25.6 Long Term Disability (Income Protection)

The City shall provide long-term disability (LTD) benefits that provide 67% of the employee's pre-disability earnings to a maximum of $11,000 per month of paid benefits, subject to the terms of the contract with the carrier. The premiums for such LTD insurance shall be paid by the City.

25.7 Reopener

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

Article 26 - Premium Conversion

26.1 The City agrees 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.

Article 27 - Cash In-Lieu of Medical Coverage

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

Effective the first full pay period in the second month following ratification and approval by the City Council (November 8, 2015), payment shall be made on the following schedule. Current employees who receive cash in-lieu of medical coverage payment prior to the above mentioned date shall complete a new Cash In-Lieu of Medical Coverage Election Form to receive the following payment schedule:

Number of Dependents Waived, Including Self	**Per Pay Period Payment**
1	$22.50
2	$60.50
3 or more	$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 that he/she does have alternative coverage and that he/she understands that he/she will no longer receive coverage through a City sponsored CalPERS provided medical plan.

If an employee decides to increase his/her level of coverage either by reentering a City sponsored PERS provided medical plan or including a dependent in his/her current coverage, he/she may enroll in accordance with CalPERS procedures.

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

Article 28 - Dependent Care

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

Article 29 - Paid Time Off

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

29.1 Definition

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

29.2 Conversion

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

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

29.3 Accrual

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

29.4 Accrual Rates

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

The Accrual rates are listed below.

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

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

Service Period Pay Periods	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 July 1, 2016:

Service Period Pay Periods	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

29.5 PTO Accrual Cap

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

29.6 Scheduling PTO

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

29.6.1 Scheduled PTO

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

29.6.2 Non-Scheduled PTO

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

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

29.6.3 Return to Work Following Illness or Injury

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

29.7 PTO Cash-Out

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

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

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

29.8 PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with

City Manager approval, may use accrued available PTO to extend the date of separation or retirement.

29.9 PTO Donation

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

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

Article 30 - Bereavement Leave

30.1 An employee shall be entitled to bereavement leave in an amount not to exceed forty (40) work hours where death has occurred to a person on the list below.

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

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

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

Article 31 - Paid Medical Leave and Workers' Compensation

31.1 Paid Medical Leave (PML)

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

become eligible for Long Term Disability.

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

31.2 Workers' Compensation

31.2.1 Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive two-thirds of their salary (untaxed income in accordance with state and federal law) as workers' compensation benefits and one-third of their salary (taxed income) through the City's salary continuation program. During this salary continuation period employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 26 pay periods of service.

31.2.2 Waiting Period

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

31.2.3 Paid Time Off Option

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

31.2.4 Medical Appointments

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

31.2.5 Health Benefits

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

31.2.6 Seniority

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

31.2.7 CalPERS Service Credit

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

Article 32 - Time Off Between Shifts

32.1 Whenever an employee's work schedule is changed (including by the assignment of overtime) the schedule must provide for (8) eight hours off between shift assignments. Except for scheduled training, employees shall receive compensation for regularly scheduled hours that fall within the eight-hour mandatory time off. In the event of scheduled training the

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

Article 33 - Compensatory Time Off

33.1 At any given time, an employee may not have a current accrual balance of more than 160 hours of compensatory time off (CTO) as payment for overtime worked, in lieu of overtime pay.

33.2 CTO shall be paid at the rate of one and one-half (1 1/2) times the overtime hours worked.

33.3 Time charged to compensatory time may not be changed to overtime and must be used by the end of the first full pay period in January.

33.4 At the end of the second pay period ending in January, unused compensatory time shall be paid at the employee's rate of pay on the check issued in that pay period.

33.5 Time off will be approved based upon the same relief policies governing paid time off leave for any schedule in effect throughout the term of this MOU. Compensatory time may be used in conjunction with or in place of approved paid time off.

33.6 In the event that overtime becomes necessary to cover approved compensatory time off, the employee providing this relief must receive overtime pay for the relief time worked.

Article 34 - Shift Selection

34.1 Shift assignments will be bid on the basis of seniority for regular employees with the current overall "Competent" achievement rating.

34.2 Selection of shift assignments will occur annually two months prior to the regularly scheduled shift change. COA shift change will occur in alignment with PSOA shift change. If a vacancy occurs during the year, at management's discretion or at the request of COA, the vacated shift may be put up for bid.

34.3 Management will assign shifts, taking into consideration bid preference by employees, length of service, balance of staffing, and other operational requirements.

Article 35 - Hours of Work and Overtime

35.1 MOU: Overtime work shall be defined as any time worked in excess of the assigned schedule. All hours worked in excess of an employee's assigned schedule shall be compensated at least at the rate of one and one-half times the employee's hourly rate of pay provided by the MOU.

35.2 FLSA: The City is committed to honoring its overtime obligations under the Fair Labor Standards Act (FLSA). Thus, for all hours actually worked in excess of forty (40) in a seven day workweek, employees shall be compensated in an amount to ensure that they are receiving overtime pay in an amount at least equivalent to the rate of 1 1/2 times regular rate of pay. Thus, for those work periods in which FLSA overtime obligations are triggered, employees shall receive overtime pay consistent with a lawful FLSA methodology, or MOU overtime, whichever yields a higher amount.

35.3 Savings: During negotiations, the parties reviewed the City's methodology for computing FLSA pay, and all parties agree that the methodology complies with the law. In the event there is an individual challenge under the FLSA that calls into question the City's overtime pay methodology, the parties agree to re-open the MOU to address this provision only, and to ensure that affected members receive the minimum overtime required under the FLSA.

35.4 Schedules: Employees should have a reasonable expectation of a consistent schedule. Schedule changes should be made for operational needs and not solely for the purpose of avoiding overtime.

Article 36 - Shift Substitutes

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

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

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

36.1.3 The person initiating the trade is to be charged.

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

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

Article 37 - Special Schedules

37.1 The City and COA may agree to special schedules.

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

37.3 The parties acknowledge that as of the date of this agreement there is a 4/11 special schedule. In the event the City proposes a different special schedule, the City will meet and confer in good faith with the COA.

Article 38 - Direct Deposit

38.1 An employee may directly deposit all or a portion of his or her net salary to a bank of his or her choice via direct electronic paycheck deposit.

38.2 Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. As part of the authorization requesting electronic deposit, each employee shall also supply the City with information required by the City to process the request.

Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City can not control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.

38.3 The specific procedures for implementing direct deposit shall be as developed and implemented by the City.

Article 39 - Testing for City Vacancies

39.1 Any employee represented by COA who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process. Each

employee is allowed to exercise this prerogative twice per year.

39.2 The Department shall have the ability to interview and to appoint from among all of the applicants on the Eligible List. In this regard, the following provisions will apply:

39.2.1 The Department may interview as many or as few people as it desires, subject to the provisions of 39.2.2 below.

39.2.2 Regardless of how many people the Department desires to interview per 39.2.1 above, it must include in its interview process the top three COA-represented employees on the Eligible List.

39.2.3 The parties affirm and accept the City Charter merit system principle.

Article 40 - Hearing Examination

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

Article 41 - New Employee Orientation

41.1 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.

Article 42 - Labor-Management Committee

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

42.2 The parties agree that this Committee is formed to resolve labor-management issues in a way that maximizes the chances of mutual agreement. The purpose of the meetings is to exchange information and to identify and work to resolve potential problems or issues as they arise.

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

Article 43 - Selection Appeal Procedure for Promotional Opportunities

43.1 Job applicants may file an appeal for the selection process based only on one of the following:

43.1.1 The employee's completed application form is in dispute;

43.1.2 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;

43.1.3 Assertions that the City's selection procedure was not followed;

43.1.4 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.

43.2 In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.

43.3 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 Article 43.1, above.

43.4 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.

43.5 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 43.8 below).

43.6 The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.

43.7 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 a designee who is at least at the Department Director level.

43.8 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.

Article 44 - Grievance/MOU Interpretation Impasse Procedure

PREAMBLE

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

DEFINITIONS

1. Grievance. A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Employee Handbook, City Ordinance, City Code, or Departmental Policy, rules or regulations covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the employees or the association. The content of Employee Performance Audits are not grievable.

2. Written Grievance. A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's name, representative's name, if any; the specific section of the MOU, Employee Handbook, City Ordinance, City Code, or Departmental Policy alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.

3. Grievant. A grievant is an employee, a group of employees or the Association. A grievant may file a grievance, as defined above. Alleged misapplication which affects more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

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, the Manager, Bureau of Technical Services, shall, within seven (7) work days from the receipt of the grievance, meet the grievant and give a written response to the grievant on the original grievance form.

   B. Level 2. If the grievant is not satisfied with the written response from the Manager, Bureau of Technical Services, the grievant may, within seven (7) work days from the receipt of such response, file a grievance with the appropriate management designee, if applicable. Within seven (7) work days of receipt of the written appeal, the management designee shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form. If there is no management designee at this level, the grievance shall move to Level 3.

   C. Level 3. If the grievant is not satisfied with the written response from the management designee, the grievant may, with seven (7) 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.

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 issues(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.

6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and within 30 days of the hearing render a written decision with reasons for the decision.

Post Hearing Briefs

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

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

8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.

9. The decision of the arbitrator shall be final and conclusive (*i.e.,* "confirmed") unless the City acts within fifteen calendar days of the date of the award to exercise an option to take the dispute to Superior Court.

10. The City shall exercise its option by sending written notice to the COA within the above-mentioned fifteen day time period. In addition, by doing so it shall incur the financial obligation of paying within sixty days of the written notice from the Association all of its legal fees and costs (including its share of the arbitration costs). In addition, any applicable statutes of limitations for seeking judicial relief are agreed to have been waived by the City, because the Association initially took the matter to Confirmable Arbitration, under this agreement.

11. The COA may then take the dispute to the courts. Once a final judgment is entered, if the Association prevails in whole or in part, the City shall be responsible for the totality of the Association's attorney's fees and costs of the prosecution of its case in the judicial forum. These monies shall be paid within sixty days of the judgment.

12. If the City exercises its option as above-described, then the judicial proceedings shall be considered a trial *de novo*, in the same fashion as judicial proceedings are considered when one side or the other rejects court-mandated arbitration.

13. If the arbitration is final and conclusive, as described above, by the City not exercising its option to force the matter to judicial proceedings, then the arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, *et seq*.

APPEAL PROCEDURE WAIVER

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

Article 45 - Job Share Program

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

Article 46 - Memorandum of Understanding Language

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

CITY OF SUNNYVALE

Deanna J. Santana, City Manager

Teri Silva, Director of Human Resources

9/22/15
Date

COMMUNICATION OFFICERS ASSOCIATION

Frank Edwards, President

Christi Nelson, Vice-President

9/18/2015
Date

City of Sunnyvale

JOB SHARE PROGRAM

Sunnyvale Department of Public Safety
Communication Officers Association (COA)

Policy Statement

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

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

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

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

Job Share Defined

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

Eligibility

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

(2) Newly hired lateral transfer employees.

Application/Approval

An employee wishing to job share must submit a completed Job Share Participation Agreement to his/her supervisor, which includes the basis for the request. Such

application will be reviewed and a recommendation made as to approve or deny, which will be forwarded to the Director of Public Safety for final determination. The employee will be notified of the determination, and, if approved, the date of the change to job share status. If the request is not approved, the employee shall be notified of the reason for such decision.

General Provisions

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

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

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

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

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

Scheduling

Employees will work the current 4-11 schedule.

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

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

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

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

Job share employees will bid for shifts, paid time off, etc. based on pay periods of service.

Note: under the current 4-11 schedule, employees are compensated using the "fixed wages for fluctuating hours of work" methodology of payment under the FLSA. This provision is not applicable for an employee working under the job share program.

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

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

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

Training

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

Salary Placement and Merit Increase

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

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

Pay Periods of Service

Pay periods of service will accrue on a pro-rata basis.

Benefits

1. PERS – The City shall contribute the same percent towards the employee's contribution as it currently does for full-time employees, and will continue to report the value of the employer Paid Member Contribution (EPMC). Contribution amounts will be pro-rated due to the reduced work hours, and as a result, service credit is also pro-rated.

2. LEAVES

   Holiday – 54 hours per year, paid as In-Lieu Holiday at 2.08 hours per pay period.

   Paid Time Off – Will be prorated based on the number of regular paid hours, excluding overtime, in the pay period.

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

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

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

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

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

3. HEALTH INSURANCES

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

   Cash In-Lieu of Medical Coverage – the employee has the option of electing cash in-lieu of medical coverage. If the employee elects cash in-lieu, he/she shall be entitled to receive one-half the amount currently in effect for full-time employees in the same classification.

   Basic Life Insurance – City-paid basic coverage of one times full-time equivalent base salary is available (employee only coverage).

Long-term Disability Insurance – as for full-time employees, with benefit level based on reduced salary.

4. DEFERRED COMPENSATION – employees in the Job Share Program are eligible to participate in the City's 457 Plan.

5. OTHER PAYS – Other pays, such as the out-of class premium, bilingual/translator premium, trainer premium, will continue as are in effect for full-time employees in the same classification.

Outside Employment

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

Adjustments to Job Share Status

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

Employee-Requested Termination of Reduced Time Job Status

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

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

Revocation

The City may discontinue the Job Share Program, or an individual's participation in the Program, at any time by stating in writing the reasons for discontinuation. Should this occur, the City shall provide as much advance notice as possible, but not less than 30 days. At such time, the employee may be required to return to full duty status.