

**Council Meeting: March 20, 2012****SUBJECT: Adoption of the City of Sunnyvale's Communication Officers Association (COA) Memorandum of Understanding Extension, and Amendment to the Salary Resolution****REPORT IN BRIEF**

Tentative agreement has been reached on a Memorandum of Understanding (MOU) Extension with the City of Sunnyvale's Communication Officers Association (COA). This report recommends adoption of the provisions of the two-year contract extension, and amendment to the Salary Resolution. This agreement, if approved by the City Council, is effective February 5, 2012 through December 31, 2014.

BACKGROUND

The City has requested to meet with all bargaining units on a voluntary basis to consider a contract extension that would provide salary and benefits concessions. The City has met and approved contract extensions with three other bargaining units: Sunnyvale Manager's Association (SMA), Service Employees International Union (SEIU) Local 521, and Public Safety Officers Association (PSOA). Language used in contract extensions with the other bargaining units is consistent with the contract extension with the COA.

The COA is recognized as the exclusive representative of employees in the Department of Public Safety's Communications Unit (Dispatch). Discussions have taken place between negotiators on behalf of the City and COA. The original contract was dated March 20, 2007 through December 31, 2010. In August 2009, a contract extension was negotiated through December 2012. The proposed red-lined version of the contract shows modifications to the agreement through December 31, 2014. A proposed agreement for a MOU extension was reached and ratified by COA general membership on February 23, 2012. (See Attachment A – Tentative Agreement City of Sunnyvale and Communication Officers Association).

EXISTING POLICY**Council Policy 7.3.1 - Legislative Management**

Goal 7.3D: Maintain a quality workforce, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient and high quality manner.

DISCUSSION

The term of the contract shall be extended to expire December 31, 2014. The proposed MOU includes the following concessions by COA:

- Effective February 2012 – No salary increase (0%)
- Effective February 2013 – No salary increase (0%)
- Effective February 2014 – No salary increase (0%)
- Effective with the first full pay period of July 2012, employees shall pay an additional one percent (1%) towards California Public Employees Retirement System (CalPERS) Retirement Employer Paid Medical Contribution (EPMC), for a total of two percent (2%) employee contribution.
- Effective with the first full pay period of January 2013, employees shall pay an additional one percent (1%) towards CalPERS EPMC, for a total of three percent (3%) employee contribution.
- The Salary Survey as described in the COA MOU, Article 16, is suspended for the term of the contract extension. However, the City will continue to conduct the survey during the term of the MOU extension to determine the new baseline.
- At any time the second tier retirement formula is implemented for new employees, COA agrees to immediately accept implementation of the same retirement formula.
- The COA agrees that the City will enforce and comply with the current MOU in all articles.

FISCAL IMPACT

The majority of the compensation concessions in the COA contract extension were already incorporated into the FY 2011/12 Adopted Budget, so these items do not represent additional savings over what is currently budgeted. However, the 0% salary increase in the current fiscal year does represent actual savings of approximately \$113,000 annually in comparison to the 4.83% increase that had been budgeted. This equates to approximately \$2.9 million over 20 years.

For context, the agreement to pick up an additional 2% towards the employee portion of the CalPERS expense equates to approximately \$39,000 annually and nearly \$1 million over the next 20 years. While this additional 2% pick up was already incorporated into the budget, it is important to quantify the impact of this concession for Council's information.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

ALTERNATIVES

1. Adopt the City of Sunnyvale's Communication Officers Association Memorandum of Understanding Extension, and Amendment to the Salary Resolution.
2. Do not adopt the City of Sunnyvale's Communication Officers Association Memorandum of Understanding Extension, and Amendment to the Salary Resolution and notify the association of the City Council's desire to continue further discussions.

RECOMMENDATION

Staff recommends adoption of Alternative #1: Adopt the City of Sunnyvale's Communication Officer Association Memorandum of Understanding Extension, and Amendment to the Salary Resolution.

Reviewed by:

Teri Silva, Director of Human Resources
Prepared by: Patricia Lord, Senior Management Analyst

Reviewed by:

Grace Leung, Director of Finance

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. City of Sunnyvale and Communication Officers Association
Memorandum of Understanding, March 20, 2007 to December 31, 2014.
- B. Resolution to Amend the Salary Resolution.

CITY OF SUNNYVALE
and
COMMUNICATION OFFICERS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

March 20, 2007 – December 31, ~~2010~~2014

TABLE OF CONTENTS

PREAMBLE	1
Article 1 - Recognition	1
Article 2 - Scope of Representation	1
Article 3 - Ratification	1
Article 4 - Term	2
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	4
Article 14 - Equal Employment Opportunity	5
Article 15 - Authorized Agents	5
Article 16 - Wages	5
Article 17 - Certification Pay	8
Article 18 - In-Lieu Holiday Pay	8
Article 19 - Out-of-Class Premium	8
Article 20 - Translator/Bilingual Pay	8
Article 21 - Trainer Compensation	9
Article 22 - Call-Back Pay	10
Article 23 - Retirement	10
Article 24 - Federal Mandates/Social Security	11
Article 25 - Insurance Programs	12
Article 26 - Premium Conversion	13
Article 27 - Cash In-Lieu of Medical Coverage	13
Article 28 - Dependent Care	14
Article 29 - Vacation	14
Article 30 - Floating Holidays	16
Article 31 - Bereavement Leave	17
Article 32 - Emergency Family Leave	17
Article 33 - Medical Appointment Leave	18
Article 34 - Disability Leave	18
Article 35 - Time off Between Shifts	18
Article 36 - Compensatory Time Off	19
Article 37 - Shift Selection	19
Article 38 - Days Off Rotation	19
Article 39 - Shift Substitutes	20
Article 40 - Special Schedules	20
Article 41 - Direct Deposit	21
Article 42 - Testing for City Vacancies	21
Article 43 - Hearing Examination	22
Article 44 - New Employee Orientation	22
Article 45 - Labor-Management Committee	22
Article 46 - Selection Appeal Procedure for Promotional Opportunities	22
Article 47 - Grievance/MOU Interpretation Impasse Procedure	24
Article 48 - Job Share Program	29
Attachment A: Bilingual/Translator Proficiency Levels	
Attachment B: Job Share Program	

TABLE OF CONTENTS - Listed alphabetically by Title

PREAMBLE	.....	1
Article 15 - Authorized Agents	.....	5
Article 31 - Bereavement Leave	.....	17
Article 22 - Call-Back Pay	.....	10
Article 27 - Cash In-Lieu of Medical Coverage	.....	13
Article 17 - Certification Pay	.....	8
Article 5 - City Rights	.....	2
Article 12 - Civil Service Rules and Regulations	.....	3
Article 36 - Compensatory Time Off	.....	19
Article 10 - Concerted Activities	.....	3
Article 38 - Days Off Rotation	.....	19
Article 11 - Definitions	.....	3
Article 28 - Dependent Care	.....	14
Article 41 - Direct Deposit	.....	21
Article 34 - Disability Leave	.....	18
Article 32 - Emergency Family Leave	.....	17
Article 14 - Equal Employment Opportunity	.....	5
Article 24 - Federal Mandates/Social Security	.....	11
Article 30 - Floating Holidays	.....	16
Article 7 - Full Understanding, Modifications, and Waivers	.....	2
Article 47 - Grievance/MOU Interpretation Impasse Procedure	.....	24
Article 43 - Hearing Examination	.....	22
Article 18 - In-Lieu Holiday Pay	.....	8
Article 25 - Insurance Programs	.....	12
Article 58 - Job Share Program	.....	29
Article 45 - Labor-Management Committee	.....	22
Article 33 - Medical Appointment Leave	.....	18
Article 44 - New Employee Orientation	.....	22
Article 13 - Non-Discrimination	.....	4
Article 6 - Ordinances, Codes, Resolutions	.....	2
Article 19 - Out-of-Class Premium	.....	8
Article 26 - Premium Conversion	.....	13
Article 1 - Recognition	.....	1
Article 3 - Ratification	.....	1
Article 9 - Renegotiations	.....	3
Article 23 - Retirement	.....	10
Article 2 - Scope of Representation	.....	1
Article 46 - Selection Appeal Procedure for Promotional Opportunities	.....	22
Article 8 - Severability	.....	3
Article 37 - Shift Selection	.....	19
Article 39 - Shift Substitutes	.....	20
Article 40 - Special Schedules	.....	20
Article 4 - Term	.....	2
Article 42 - Testing for City Vacancies	.....	21
Article 35 - Time off Between Shifts	.....	18
Article 21 - Trainer Compensation	.....	9
Article 20 - Translator/Bilingual Pay	.....	8
Article 29 - Vacation	.....	14
Article 16 - Wages	.....	5

COMPREHENSIVE
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUNNYVALE
AND THE
COMMUNICATION OFFICERS ASSOCIATION
2007-~~2010~~2014

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, subject to the provisions of this MOU.

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 March 20, 2007 through and including the pay period that ends December 31, ~~2010~~2014.

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 matter covered 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. In all other matters, the parties agree that in the event the parties are unable to reach agreement, the Impasse Procedures set forth in Section 2.24.260 of Chapter 2.24 of the Sunnyvale Municipal Code (Employer-Employee Relations Code) and of City's Administrative Policy Manual shall not be utilized. Once impasse is reached, the City may exercise its rights pursuant to the Meyers-Milias-Brown Act.

City shall amend its Employer-Employee Relations Code and Administrative Policy Manual to reflect the terms and conditions of this paragraph.

- 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 In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during the period of 120 days and 90 days prior to the termination date of the MOU, its written request to commence negotiations as well as its initial written proposal to modify the current MOU.

Upon receipt of such written notice and proposals, negotiations shall begin no later than 60 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.

- 12.2 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.

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 race, religious creed, color, national origin, ancestry, gender, sexual orientation, age, physical or mental disability, medical condition, or marital status.

- 13.1 Any employee seeking to utilize the grievance procedure, claiming a violation of this sub-paragraph, shall make an election of remedies between the grievance procedure and any other remedy available at law, through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964. No employee shall be allowed to pursue the grievance procedure claiming a violation of this subparagraph if that employee cites the same underlying facts in pursuing any other remedy available at law, through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964 and if no adverse finding has been rendered in pursuit of such other remedy. When an employee seeks to use the grievance procedure claiming a violation of this subparagraph, the City, the Organization, and the employee shall enter into a complete settlement agreement which provides that in exchange for the agreement to voluntarily settle the dispute through the grievance procedure, the employee agrees to waive his/her right to pursue any other remedy otherwise available through local, State or Federal law, including but not limited to Title VII of the Civil Rights Act of 1964. Such settlement agreement shall contain a provision that the employee has been advised of his/her right to consult an attorney and/or a local, State or Federal anti-discrimination agency regarding his/her discrimination claim and that his/her consent to the settlement agreement is voluntary and knowing.
- 13.2 The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the Communication Officers Association (COA), or because of any authorized activity on behalf of the COA, or because of the exercise of rights under this agreement.

Article 14 - Equal Employment Opportunity

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

Article 15 - Authorized Agents

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

- 15.1 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) 730-7495), except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.
- 15.2 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 16 - Wages

- 16.1 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.
- 16.2 The salary for Step 5 of Senior Dispatcher shall be fourteen and one half 14.5% more than Step 5 of Public Safety Dispatcher.
- 16.3 Formula
- 16.3.1 The parties shall survey and agree upon the total compensation for the Public Safety Dispatcher in the agencies listed in Section 17.4 below.
- 16.3.2 Total compensation shall include the individual compensation items listed in Section 17.5.
- 16.3.3 The compensation figures derived from the survey will be applied as described in Section 17.6.
- 16.3.5 Total compensation shall be averaged. The Sunnyvale Public Safety Dispatchers shall then receive compensation nine and one half percent (9.5%) above that average.
- 16.4 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

16.5 Survey Items

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

- 16.5.1 Top-step monthly base salary for the journey-level dispatch position;
- 16.5.2 The survey agency's payment of the employee's share of retirement;
- 16.5.3 The survey agency's payment for medical insurance.

16.6 Date of Implementation

Increases produced by the use of the formula will become effective the first full pay period in February of each year during the term of this Agreement, beginning with February ~~2008-2015~~2008. 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.

Effective February 2012 – 0% Salary Increase
Effective February 2013 – 0% Salary Increase
Effective February 2014 – 0% Salary Increase

Salary Survey is suspended for the term of the contract extension, however, the City will continue to conduct the survey during the term of the MOU extension to determine the new baseline.

16.7 Methodology of Implementation

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

16.7.1 Survey

Each agency listed in Section 4716.4 above shall be surveyed by the city during the first 15 days of January to determine each item of compensation listed in Section 4716.5 above that becomes effective January 1st of each year.

16.7.1(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

16.7.2 Definition of Selected Benefits

16.7.2(a) Medical

The maximum monthly dollar amount paid by an agency for this 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. The amount to be reflected as the Sunnyvale medical contribution is \$515.00 per month.

16.7.2(b) Retirement

For purposes of calculating the formula to reflect the employee's contribution towards the PERS 2.7@ 55 plan, an amount will be added to the City of Sunnyvale's top step salary equivalent to the following percentages during the term of this agreement:

- 2008: 2.75%
- 2009: 1.375%
- 2010: 0%

16.8 Calculation

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

16.8.1 Salary and all benefits listed in Section 4716.5 shall be determined in monthly dollar amounts.

16.8.2 Salary and all benefits listed in Section 4716.5 shall be added to determine total compensation.

16.8.4 The average of the total compensation of the agencies shall be

calculated.

16.8.5 Nine and one half percent (9.5%) shall be added to the total compensation average calculated in ~~4716~~.8.4.

16.8.6 The dollar difference between the City of Sunnyvale's current total compensation (including the amount identified as a retirement contribution in ~~4716~~.7.2(b) and the average total compensation plus nine and one half percent (9.5%) as determined in ~~47.16~~8.5 above shall be calculated.

16.8.7 The dollar difference calculated in ~~4716~~.8.6 above shall be expressed as a percentage, rounded to the nearest hundredth of a percent, of the City of Sunnyvale's current total compensation.

Determine the required adjustment to current total compensation, by identifying the amount required to increase top-step monthly base salary, so as to equal nine and one half percent (9.5%) above market once all of the intermediary computations are calculated. Ultimately, Sunnyvale's new total compensation shall equal the average market total compensation plus nine and one half percent (9.5%)

Article 17 - Certification Pay

17.1 Effective the first full pay period on or including July 1, 2007 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.

Article 18 - In-Lieu Holiday Pay

18.1 Employees shall be entitled to in-lieu holiday pay equivalent to 88 hours per year, paid at 3.39 hours per pay period.

Article 19 – Out-of-Class Premium

19.1 Employees who are assigned to work in a higher classification and work in such classification for a minimum of one (1) shift shall be compensated at five percent (5%) above the employee's normal pay or the first step of the higher level position, whichever is greater. Compensation shall be based on the actual hours worked during the out-of-class assignment.

Article 20 - Translator/Bilingual Pay

20.1 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:

- 20.1.1 Certification by the director of the department that a particular assignment involves need for the required skills on a regular basis.
- 20.1.2 Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at Level 3 or higher proficiency, or Sign Language “communicator” skills as defined in Attachment A.
- 20.2 Qualifying languages are: Chinese, Japanese, Portuguese, Sign Language, Spanish, Tagalog (Filipino), Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.
- 20.3 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.
- 20.4 The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
- 20.4 Payment shall be:
 - 20.4.1 Twenty-five (\$25.00) per month/eleven dollars and fifty-four cents (\$11.54) per pay period for Level 3-6 proficiency or Sign Language “communicator” level skills; or
 - 20.4.2 Fifty dollars (\$50.00) per month/twenty-three dollars and eight cents (\$23.08) per pay period for Level 7 or higher proficiency.

Article 21 - Trainer Compensation

- 21.1 Effective the first full pay period following ratification of this MOU by the COA membership and approval by the City Council, an employee in the classification of Public Safety Dispatcher who is assigned as a Trainer (CTO) shall be compensated at five percent (5%) above the employee’s normal base pay.
- 21.2 Duties of the CTO
 - 21.2.1 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 S.O.P. updates.
- vii. Other duties as assigned.

21.3 CTO Assignments

- 21.3.1 Management will assign CTO status on an annual basis with the shift bid.
- 21.3.2 Management may also assign a volunteering employee CTO status on a project or special needs basis.

Article 22 - Call-Back Pay

- 22.1 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:
 - 22.1.1 The order to return to work occurs following the termination of his or her work shift on the day the return is required,
 - 22.1.2 The return is necessitated by unanticipated work requirements, and
 - 22.1.3 The employee actually returns to work.
- 22.2 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.
- 22.3 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 23 - Retirement

23.1 Two-tier Retirement

- a. At any time the second tier retirement formula is implemented for new employees, COA agrees to immediately accept implementation of the same retirement formula.

~~23.123.2 The City agrees to continue the current "payment" plan~~

~~whereby the City makes a contribution to PERS on behalf of the employee.~~Employee Contribution towards CalPERS

- ~~a. Effective with the first full pay period of July 2012, employees shall pay an additional one percent (1%) towards CalPERS retirement EPMC, for a total of two percent (2%) employee contribution.~~
- ~~b. Effective with the first full pay period of January 2013, employees shall pay an additional one percent (1%) towards CalPERS retirement EPMC, for a total of three percent (3%) employee contribution.~~

~~23.2 Two-tier Retirement~~

- ~~a. At any time the second tier retirement formula is implemented for new employees, COA agrees to immediately accept implementation of the same retirement formula.~~

~~23.3 The City shall contribute seven percent (7%) of salary for the employees' "normal" contribution. Employees shall contribute an additional two percent (2%) towards CalPERS retirement Employer Paid Medical Contribution (EPMC).~~

- ~~a. Effective with the first full pay period of July 2012, employees shall pay an additional one percent (1%) towards CalPERS retirement EPMC, for a total of two percent (2%) employee contribution.~~
- ~~b. Effective with the first full pay period of January 2013, employees shall pay an additional one percent (1%) towards CalPERS retirement EPMC, for a total of three percent (3%) employee contribution.~~

~~23.4~~23.3 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 rulings, either by other rulings or regulations.

~~23.5~~23.4 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 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 The City shall report the value of employer paid member contributions (EPMC) of seven percent (7%) as additional compensation for each Unit member.

a. Effective with the first full pay period of July 2012, the City shall report the value of employer paid member contributions (EPMC) of six percent (6%) as additional compensation for each Unit member.

b. Effective with the first full pay period of January 2013, the City shall report the value of employer paid member contributions (EPMC) of five percent (5%) as additional compensation for each Unit member.

23.6 The City has contracted with PERS to provide for miscellaneous employees, including employees in this Unit, the retirement formula commonly called "Local Miscellaneous 2% @ 55". Effective July 1, 2007 the City shall contract with PERS to provide the 2.7% at 55 Local Miscellaneous Plan. At that time, the employee shall contribute the one percent (1%) additional amount towards the total 8% employee contribution.

In addition, the City has contracted with PERS to provide Level III of the 1959 Survivor Benefit which is applicable to employees in this Unit.

23.7 The City shall provide the Military Buy-Back Option for employees in this Unit at such time this benefit is implemented for PERS miscellaneous employees.

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 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, 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 in the same amounts and at the same times that employees represented by the Public Safety Officers Association (PSOA) receive City contributions for similar insurances. The amount the City contributes for PSOA (\$515 per month) for medical, vision, employee assistance program, and optional life insurance shall be applied to medical insurance, vision insurance, the employee assistance program, and optional life insurance for COA.

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:

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.

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.

At the time of hire, an employee may purchase optional insurance in an amount equal to the coverage provided by the City and at the same rate the City pays. Current employees may purchase optional insurance as provided above, subject to approval by the carrier.

25.6 Long Term Disability (Income Protection):

Upon expiration of the Disability Benefits, an employee is eligible to apply for long-term disability benefits which provides for 2/3 of pre-disability earnings to a maximum of \$7,500 per month. The premiums for such LTD insurance shall be paid by the City.

Article 26 – Premium Conversion

26.1 The City agrees to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as provided in the Internal Revenue Code.

Article 27 - Cash In-Lieu of Medical Coverage

27.1 Effective with the plan year beginning January 2000, 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:

Current New Monthly

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.

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 - Vacation

29.1 Vacation shall be accrued as follows:

3.4 hours per pay period for employees with 130 or fewer pay periods of continuous service (0 - 5 years).

5.0 hours per pay period for employees with 131-260 pay periods (5 - 10 years) of continuous service.

6.5 hours per pay period for employees with 261-520 pay periods (10 - 20 years) of continuous service.

7.0 hours per pay period for employees with 521-650 pay periods (20 - 25 years) of continuous service.

8.0 hours per pay period for employees with 651 or more pay periods (25+

years) of service.

29.2 Maximum Accumulation

Employees may accumulate vacation leave up to 400 hours.

29.3 Vacation Use

Employees are encouraged to schedule and use a minimum of 40 hours of vacation leave per year.

29.4 Exceeding Cap Due to Work Requirements

In the event the City requires any employee to work at a time which results in that employee's vacation accrual to exceed the maximum permitted (400 hours), then such employee shall be paid for such excess vacation hours, rather than lose them or be forced to take vacation.

29.5 Vacation Accrual Pro-ration on Authorized Leave Without Pay

Vacation accrual will be prorated on the ratio of authorized leave without pay to 80 hours to the nearest one-tenth of an hour as shown in the following example:

Assume 8 hours of authorized leave without pay is taken in an 80 hour pay period.

$$\begin{aligned} 72 \text{ work hours} / 80 \text{ pay period hours} &= \\ 90\% \times 8.0 \text{ (maximum vacation accumulation)} &= \\ 7.2 \text{ hours} \end{aligned}$$

Employees on leave without pay status as a result of tardiness will continue to accrue vacation leave at the usual rate provided the tardiness does not exceed 1 hour.

29.6 Vacation Leave Special Use

Each payroll year, employees may elect to use up to a maximum of thirteen (13) hours of their vacation leave time pursuant to the rules governing the use of floating holiday time.

29.7 Prime Time and Seniority defined

Prime Time shall be defined as the periods between the following inclusive dates:

June 1 through September 15
December 20 through January 5
The week before and after Easter

For purposes of administering the provisions of Section 29.8 and 29.9 Seniority shall be calculated on the basis of total continuous City service in COA represented classifications.

29.8 Vacation Lists and Scheduling During Prime Time Periods

Separate vacation lists for use during the Prime Time periods described in Section 29.7 shall be established on the basis of seniority for employees in the classifications of Public Safety Dispatcher and Senior Public Safety Dispatcher. Such lists shall be used for the exclusive purpose of determining seniority for vacation scheduling during Prime Time periods and shall not, in any way, be used to determine vacation eligibility or seniority for dates outside of that period. It is understood and agreed by the parties that not more than one employee in the same classification can be on vacation during a "Prime Time" period.

29.9 Vacation List and Scheduling During Non-Prime Time Periods

In addition to the two lists described in Section 29.8, a single and separate seniority list containing the names of both Public Safety Dispatchers and Senior Public Safety Dispatchers shall be established for the purpose of scheduling vacation days other than the Prime Time days described in Section 29.7. It is understood and agreed by the parties that not more than one employee in the same classification can be on vacation during a Non-Prime Time period.

29.10 Single Day Vacations

Effective July 1, 2008, single day vacations will only be approved if they do not result in overtime liability for the City. Use of per diem personnel shall not count as "overtime liability" under this section. All single day vacations must receive prior approval of management.

The Association may once request to meet with the City regarding single day vacation use after July 1, 2008, in the event that there is a staffing shortage that affects ability to secure time off. If the parties do not reach a mutual agreement, then the change described in the paragraph above will remain in effect.

Article 30 - Floating Holidays

- 30.1 Employees shall be entitled to 20 hours of floating holiday leave during each payroll year.
- 30.2 Newly hired employees will be credited with a pro-rata share of the floating holiday hours.
- 30.3 Employees leaving during a payroll year will have floating holiday hours prorated on their final paycheck.
- 30.4 An employee having unused floating holiday hours at the end of the payroll calendar year has the option of having all of the unused hours paid in cash or added to his/her vacation balance provided such addition of hours does not cause the employee's vacation leave balance to exceed the maximum accrual allowed (see Article 29.2).
- 30.5 Floating holiday leave may be granted with the approval of the appropriate supervisor or designee.

Article 31 - Bereavement Leave

- 31.1 An employee who has completed thirteen (13) pay periods of service 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.
- 31.2 To qualify for bereavement leave the death must occur to an employee's spouse, or to the employee's or the spouse's father, mother, son, daughter, brother, sister, grandparent, or grandchild.

Article 32 - Emergency Family Leave

- 32.1 Employees are entitled to emergency family leave not to exceed eight (8) work hours during a standard work day subject to the following conditions:
 - 32.1.1 Emergency family leave may be authorized for sudden illness or disability of spouse or child requiring immediate attention at home, the doctor's office or at the hospital.
 - 32.1.2 Emergency family leave shall not be authorized for:
 - disability beyond the emergency;
 - routine illness or disability (colds, headache, etc.);
 - family medical appointments for continuing illness or disability, if for routine care;
 - emergency care of family other than spouse or child;
 - attendance at hospital with spouse or child for scheduled surgery or routine hospitalization;
 - scheduled delivery of spouse or child to hospital; or

child care during spouse's scheduled medical visits.

Article 33 – Medical Appointment Leave

- 33.1 Medical appointment leave for appointments with medical doctors and dentists may be authorized after the employee has completed twenty-six (26) consecutive pay periods of service. This leave will not exceed two (2) hours during a standard daily work schedule.
- 33.2 Employees should take all due care to reduce the impact of medical appointment leave on their work schedule. Employees should make every reasonable effort to schedule medical, dental, and related appointments on their off duty time. If this is not possible, employees should attempt to schedule appointments as close to the beginning or ending of that shift as possible.

Article 34 - Disability Leave

- 34.1 After completion of twenty-six (26) consecutive pay periods of service, the City shall provide regular salary for disability leave, less any coverage provided by any other insurance program, for the first ninety (90) calendar days of each and every disability. The specific application of this program is governed by the applicable provisions of the City's Personnel Policies and Salary Resolution.
- 34.2 Employees shall have forty (40) hours of combined disability leave and Workers' Compensation leave available for use as needed in the first year of employment. The specific application of this program is governed by the applicable provisions of the City's Personnel Policies and Salary Resolution.
 - 34.2.1 An employee with less than twenty-six (26) pay periods of service who has exhausted his/her paid leaves, in the event of a medical disability, may access the Emergency Relief Fund.

Article 35 - Time Off Between Shifts

- 35.1 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 schedule training the employee's shift may be modified to allow adequate rest time between shifts. However, the 8-hours minimum shall not apply when the dispatch center is operating under Emergency Rules mode.

Article 36 - Compensatory Time Off

- 36.1 During each year, management may authorize up to 160 hours of compensatory time off (CTO) as payment for overtime worked, in lieu of overtime pay.
- 36.2 CTO shall be paid at the rate of one and one-half (1 1/2) times the overtime hours worked.
- 36.3 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.
- 36.4 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.
- 36.5 Time off will be approved based upon the same relief policies governing vacation 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 vacation.
- 36.6 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 37 - Shift Selection

- 37.1 Shift assignments will be bid on the basis of seniority for regular employees with the current overall "Competent" achievement rating.
- 37.2 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.
- 37.3 Management will assign shifts, taking into consideration bid preference by employees, length of service, balance of staffing, and other operational requirements.

Article 38 - Days Off Rotation

- 38.1 For employees on a regular 5/8 schedule, regular days off will be rotated sequentially for each shift every four (4) months among the available shifts within that watch, to the nearest pay period according to the schedule in effect.

- 38.2 Days Off Rotation for any other schedule other than a regular 5/8 will occur as specified in the special schedule agreement.

Article 39 - Shift Substitutes

- 39.1 Dispatchers and Senior Dispatchers shall be entitled to substitute amongst one another by mutual agreement subject to these conditions:
- 39.1.1 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.
 - 39.1.2 The substitution must be approved in advance by the communications manager or designee.
 - 39.1.3 The person initiating the trade is to be charged.
 - 39.1.4 The trade and its repayment will not be subject to overtime provisions.
 - 39.1.5 No shift substitutions nor paybacks will be approved for scheduled training days or special training days scheduled at the beginning of the schedule year by the training division except under extenuating circumstances and approved by the Division Commander.
 - 39.1.6 Shift trade paybacks will be allowed only on regular days off.
 - 39.1.7 Shift substitutions shall be approved only for employees whose overall rating on the most recent achievement audit was at least competent.

Article 40 - Special Schedules

- 40.1 The City and COA may agree to special schedules.
- 40.2 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.

- 40.3 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 41 - Direct Deposit

- 41.1 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.
- 41.2 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.

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

Article 42 - Testing for City Vacancies

- 42.1 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.
- 42.2 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:
- 42.2.1 The Department may interview as many or as few people as it desires, subject to the provisions of 42.2.2. below.
- 42.2.2 Regardless of how many people the Department desires to interview per 42.2.1 above, it must include in its interview process the top three COA-represented employees on the Eligible List.
- 42.2.3 The parties affirm and accept the City Charter merit system principle.

Article 43 - Hearing Examination

- 43.1 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 44 – New Employee Orientation

- 44.1 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 45 - Labor-Management Committee

- 45.1 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. 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.
- 45.2 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.
- 45.3 Recommendations of a majority of the Committee shall be routed through the Manager, Bureau of Technical Services 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 46 - Selection Appeal Procedure for Promotional Opportunities

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

- 46.1.1 The employee's completed application form is in dispute;
 - 46.1.2 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;
 - 46.1.3 Assertions that the City's selection procedure was not followed;
 - 46.1.4 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.
- 46.2 In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.
- 46.3 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 46.1, above.
- 46.4 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.
- 46.5 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 46.8 below).
- 46.6 The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.
- 46.7 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.
- 46.8 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 47 - 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 affect~~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~~ 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 issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.
6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and within 30 days of the hearing render a written decision with reasons for the decision.

Post Hearing Briefs

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

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

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

APPEAL PROCEDURE WAIVER

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

Article 48 - Job Share Program

48.1 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 B.

Article 49 – Memorandum of Understanding Language

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

Dated: May 22, 2007

CITY OF SUNNYVALE

COMMUNICATION OFFICERS
ASSOCIATION

Comprehensive COA MOU 2007-2010
Attachment A

Bilingual/Translator Proficiency Levels

	A	No ability whatsoever or knowledge limited to isolated words and/or phrases.
Functional	1	Can greet people and introduce him/herself and others and can ask and answer questions about personal details such as where he/she lives, people he/she knows, and the things he/she has. Can understand dates and numbers, and give basic information for a registration or application form. Can express simple needs and interact in a simple way, if the other person talks slowly and clearly and provides help, for example by repeating what he/she says. Can ask for and give directions, and order a meal.
	2	Can understand and pass on simple messages. Can deal with simple, straightforward information, and maintain simple face-to-face conversations, using at least one form of the present, past and future tenses. Can give a simple description or presentation about people, daily routines (at home and at work), likes/dislikes, etc. in a series of simple phrases and sentences. Can ask for and understand information to satisfy routine needs – for example when shopping or making travel and hotel arrangements, and when coping with ordinary problems over the telephone.
Intermediate	3	Can follow the general meaning of a conversation about familiar subjects. Can initiate, sustain, and close a conversation, covering a range of circumstances and topics, albeit with some errors. Can participate in guided discussions – e.g., can give professional instructions, explain a simple problem and give a solution, take visitors around their premises, offices or factories, or report on the status of a project. Can extend and politely reply to invitations, offer congratulations, and express preferences, agreement or disagreement or make complaints.
	4	Can understand information on familiar topics in contextualized settings and carry out sustained conversation with others on an expanding variety of general topics. Can purchase and describe familiar equipment, negotiate an agreement or terms of employment, establish professional contacts, deal with official procedures (visas, customs), give advice and make suggestions, for example, concerning health and safety.
Upper Intermediate	5	Can carry out conversations using a number of strategies appropriate to a range of circumstances and topics, and while limited vocabulary still necessitates hesitation and wordiness, can produce connected speech for simple narration and descriptions. Can ask and answer predictable questions in the workplace. Can describe and give straightforward instructions for work processes and are comfortable in ordinary social and professional situations – including participating in discussions and meetings, and interrupting for explanations or to express their opinions about a project. Can discuss the quality of a product or service. Can express hypotheses and their consequences. Can understand and use all basic sentence structures and some more sophisticated ones, with the appropriate verb constructions.
	6	Can communicate competently and comfortably in many professional and personal contexts, and can find different ways of formulating what he/she want to express. Can manage communication adequately even in socially or lexically demanding situations – by asking for repetition or consulting a dictionary. Can participate easily in conversations with several native speakers, follow the general meaning of a meeting and ask for explanations when needed, deal with more demanding situations such as consulting a lawyer, accountant, or other professional, discuss a project and express demands, opinions or ideas. Can hold long telephone conversations, make travel arrangements and deal with unexpected problems.
Advanced	7	Can produce, initiate, and sustain spontaneous language interactions, although wordy when necessary. Can express opinions and defend their ideas during a discussion and understand some idiomatic expressions used by native speakers. Can function in situations such as managing an office – e.g., can settle a disagreement and use appropriate vocabulary to deal with most professional situations. Can present and summarize ideas to a group, with some assistance. Can use the language in more complex, cognitively demanding situations, and can use it as a means for learning in other personal, academic or professional areas.
	8	Can communicate effectively and appropriately even in demanding communicative tasks and situations, like conducting a meeting. Can participate easily in social and professional conversations. Can deal comfortably with most subjects over the telephone. Can receive business people, give a report or make a professional presentation in an open meeting, and make sales presentations. Can speak easily and with different shades of meaning, and can comprehend speech with ease, even on demanding subjects.
Professional	9	Can communicate effectively with various audiences on a wide range of familiar and new topics to meet most personal, academic and professional demands. Can participate confidently and effectively in discussions and meetings. Can express opinions and defend their ideas during discussion with several people. Can organize work over the telephone. Can give clear, detailed descriptions and presentations, and use appropriate expressions to give style when speaking on a wide range of often-complex subjects.
	10	Can develop ideas, in speech, clearly and coherently. Can communicate at an exceptional level of language proficiency, approaching that of an educated or well-read native speaker, in situations specific to their field. Can comprehend speech at a very high analytical and critical level. Can understand and use cultural references in a way that evidences a deep comprehension of the society in which the language is spoken. Can communicate naturally and effectively in most formal and informal conversations on practical, social, academic, professional, and abstract topics – including many, which presume considerable experience in public speaking and critical listening. Can explain in detail and hypothesize on concrete and abstract topics, using extended discourse. Can express and support views on controversial matters with a certain sensitivity. Can prepare complex reports on work-related topics.
	N	Native proficiency or a level of proficiency indistinguishable from that of an educated native speaker.

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

Floating Holiday Leave credited as a full-time employee will be pro-rated based on the employee's date of transition to the reduced time job status, and paid off if under used and offset against vacation leave if over used prior to the date of transition.

Vacation – 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.

Vacation Leave 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.

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

Medical Appointment Leave – not eligible.

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.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S SALARY RESOLUTION, BY AMENDING THE SCHEDULE OF PAY FOR PAY PLAN CATEGORY A (SUNNYVALE'S COMMUNICATION OFFICERS ASSOCIATION)

WHEREAS, pursuant to the Memorandum of Understanding (MOU) between the City of Sunnyvale and the Communication Officers Association (COA), and past practice, an amended pay plan schedule must be included in the City's Salary Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category A for Sunnyvale's Communication Officers Association, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The pay rates noted above shall be effective July 1, 2012.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on March 20, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM AND LEGALITY:

David Kahn, City Attorney

**City of Sunnyvale
Salary Table - Regular Full-Time and Part-Time Employees**

Job Code	Job Title	Unit	Pay Categories	Range / Scale	Min. range / Step 1	Step 2	Step 3	Step 4	Step 5	Max. range / Step 6	Effective Date
4500	PUBLIC SAFETY DISPATCHER	COA	A	200	37.5213	39.3974	41.3673	43.4356	45.6074		2/6/2011
4525	PUBLIC SAFETY DISPATCHER-IN-TRAINING	COA	A	205	32.4123	34.0329	35.7346				2/6/2011
4550	SR PUBLIC SAFETY DISPATCHER	COA	A	201	42.9619	45.1100	47.3655	49.7338	52.2205		2/6/2011

Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution

COA:

Category A, applies to Public Safety Dispatcher-in-Training, Public Safety Dispatchers, and Senior Public Safety Dispatchers

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.