

RESOLUTION NO. 22-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO
AMENDING THE CITY OF CUPERTINO AND IFPTE LOCAL 21 CUPERTINO
EMPLOYEES' ASSOCIATION MEMORANDUM OF UNDERSTANDING

WHEREAS, the City Council desires to amend the City of Cupertino and IFPTE Local 21 Cupertino Employees' Association Memorandum Of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the City of Cupertino and IFPTE Local 21 Cupertino Employees' Association Memorandum of Understanding be amended which is incorporated in this resolution by this reference and attached as Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 16th day of August 2022 by the following vote:

Vote Members of the City Council

AYES: Paul, Chao, Moore, Wei, Willey
NOES: None
ABSENT: None
ABSTAIN: None

SIGNED:  Darcy Paul, Mayor City of Cupertino	<u>8/28/2022</u> Date
ATTEST:  Kirsten Squarcia, City Clerk	<u>8/30/22</u> Date

MEMORANDUM OF UNDERSTANDING

City of Cupertino

And

**IFPTE Local 21,
Cupertino Employees' Association (CEA)**

July 1, 2022 – June 30, 2025

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CUPERTINO
AND
IFPTE LOCAL 21, CUPERTINO CITY EMPLOYEES' ASSOCIATION

This is a three (3) year agreement, entered into the first full pay period after Association ratification and adoption by the City Council of this successor MOU and ending on June 30, 2025 between the City of Cupertino, hereinafter referred to as "City", and representatives of IFPTE Local 21 Cupertino City Employees' Association, hereinafter referred to as "Association", pursuant to California Government Code 3500 et seq., and the City Employer - Employee Relations Policy (Cupertino Municipal Code 2.52.280 et seq.). The Association is the recognized sole and exclusive representative. This agreement represents the full and integrated agreement reached between the parties.

The Association may select not more than five (5) employees of which no more than two (2) may be from the same City department to be members of the CEA bargaining team for the purpose of negotiating a successor memorandum of understanding (MOU). The Association shall provide the City with the names of the selected successor MOU bargaining team within thirty (30) days of the first day of negotiations.

Classifications in the Association:

Account Clerk I
Account Clerk II
Assistant Engineer
Assistant Planner
Associate Civil Engineer
Associate Planner
Building Inspector
Case Manager
Code Enforcement Officer
Community Outreach Specialist
Engineering Technician
Environmental Compliance Technician
Environmental Programs Assistant
Environmental Programs Specialist
Facility Attendant
GIS Technician
Multimedia Communication Specialist
Office Assistant
Permit Technician
Plan Check Engineer
Public Works Inspector
Receptionist/Clerk
Recreation Assistant
Recreation Coordinator
Senior Building Inspector
Senior Code Enforcement Officer
Senior Engineering Technician
Senior Office Assistant
Senior Planner

Senior Traffic Technician
Special Programs Coordinator
Traffic Signal Tech-Apprentice
Traffic Signal Technician
Traffic Technician

SECTION 1: NO DISCRIMINATION

In accordance with the City of Cupertino Equal Employment Opportunity policy, the City will afford equal opportunity to all qualified employees, applicants and unpaid interns as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination, without regard to race, color, religion, political affiliation, national origin, sex (including gender, gender identity, gender expression, transgender, pregnancy and breastfeeding), disability, sexual orientation (including heterosexuality, homosexuality and bisexuality), age, ancestry, citizenship status, uniformed service member status, marital status, medical condition, genetic information or characteristics, or for Association activity or any other basis protected by law.

SECTION 2: ASSOCIATION RIGHTS

The City and the CEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights. Accordingly, membership in the CEA shall not be compulsory.

2.1 Automatic Payroll Deduction and Remittance

Upon certification by CEA that an employee has signed a deduction authorization, the City will deduct the appropriate dues from the employee's pay, as established and as may be changed from time to time by CEA, and remit such dues to CEA. Employee requests to cancel or change deductions must be directed to CEA rather than to the City. An employee wishing to cancel or change deductions must mail a written revocation to CEA in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to CEA that is postmarked during the thirty {30} day period immediately prior to the annual anniversary date on which the employee signed the original authorization form. Deductions will continue unless and until the City is notified by CEA of any requested changes.

2.2 Access to New Employees

The Employer shall provide CEA written notice of, and access to, new employee orientation as set forth below.

- A. Notice: The Employer shall provide at least 10 days' written notice by email, to addresses that CEA shall provide, of any new employee orientation for positions in a CEA-represented classification, where information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matter is provided. Less than ten (10) days' written notice may be provided where there is an urgent need critical to the City's operations that was not reasonably foreseeable.

B. Access: CEA shall notify the new employee and labor relations of a proposed thirty minute time slot, during normal working hours, for a maximum of two representatives, which may be either CEA members or IFPTE Local 21 affiliate representatives, to meet privately with the new employee. The purpose of the meeting shall be to provide information and communicate to its member the rights and obligations created by the contract and the role of the representative, and to answer questions, without management personnel or any other persons present. One representative may be a bargaining unit member, and any such bargaining unit member shall be on without-loss-of-pay status provided the member gives his/her supervisor sufficient advance notice.

1. For reasons of operational necessity only, the Employer may notify CEA that the proposed time is unworkable and that CEA must propose an alternate time.

C. Information Exchange: Within thirty (30) days of hiring a new employee, or by the first pay period of the month following hire, the employer will provide IFPTE Local 21 with the below listed information in a digital or other usable data format:

- 1) Name
- 2) Job Title
- 3) Department
- 4) Work Location
- 5) Telephone number(s) [work, home and personal cellular]
- 6) Personal email address on file with employer
- 7) Home address of the new hire

Similarly, the City of Cupertino will also provide CEA with the above detailed information for all employees within the bargaining unit at least every ninety (90) calendar days in a digital or other usable data format.

The above information shall not be provided to CEA if the new hire or current employee within the bargaining unit makes a written request to opt out of such disclosure. Upon written request of the employee, the City will not disclose the employee's home address, home telephone number, personal cellular telephone number, or personal email address to CEA, in accordance with Cal. Gov. Code Section 6254.3(c).

D. The ability to have a CEA representative present as part of orientation/onboarding shall not result in a delay of an employee's start date.

E. Resolution of the above language satisfies the City's bargaining obligations under AB 119, Government Code Section 3555-3559.

2.3 Hold Harmless

CEA shall indemnify and hold the City harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions or from complying with any demand for termination hereunder, provided that the City promptly provide notice to CEA of any claim, demand, suit, or other action for which it is seeking indemnification.

CEA shall certify to the City of Cupertino that the Association has received and will

maintain an authorization, signed by each individual employee from whose salary or wages a deduction or reduction is to be made. CEA will maintain individual employee authorizations, and shall not be required to provide a copy of an individual authorization to the City unless a dispute arises about the existence or terms of the authorization. CEA shall indemnify the City for any claims made by an employee for deductions made in reliance on that certification.

2.4 Administrative Processing of CEA Dues

CEA shall provide the City with a thirty day advance written notice of any changes in the annual dues deduction amounts. CEA, which has affiliated with IFPTE Local 21, AFL-CIO shall provide the City with instructions regarding dues deductions to be remitted to IFPTE Local 21.

2.5 Reasonable Time Off to Meet and Confer

As a representative of a recognized employee organization, CEA Board members may be selected to attend scheduled meetings with City representatives on subjects within the scope of representation during regular work hours without loss of compensation. For contract negotiations, CEA may select not more than six employee members to attend bargaining sessions. Where circumstances warrant, Human Resources may approve the attendance of additional employee representatives without loss of compensation, at either labor negotiations or Labor Management Committee, or other meet and confer meetings.

2.6 Stewards

CEA may designate a reasonable number of employees to represent other employees in disciplinary or grievance matters and to investigate matters within the scope of representation. CEA shall provide written notice to the City of the designated stewards and shall notify the City of any changes to the list. Stewards shall conduct their representation activities on their own time and on the employee's own time unless it is an emergency situation, which would still require approval from the appropriate supervisor or manager in order to leave the job site. Time off without loss of compensation shall be allowed for management approved meetings. Unless authorized, only one steward shall be released on work time to attend such meetings for any one grievance, discipline, or representation matter.

2.7 Activities on City premises

Representatives of CEA shall be granted reasonable access to employee work locations to investigate matters relating to employer-employee relations, unless such access to given work locations would constitute a safety hazard or would interfere with the operations of the City. CEA/IFPTE Local 21 field representatives shall not enter a work location without first advising the department head or Human Resources office.

SECTION 3: MANAGEMENT RIGHTS

Consistent with the MMBA, it is the exclusive right of the City of Cupertino to direct its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or for other legitimate reason; classify and reclassify positions; and determine the methods, means, and personnel by which the City's operations are to be conducted. Any of the rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly provided in this section.

While exercising its rights pursuant to the section, the City agrees to meet and confer with CEA representatives over matters within the statutory scope of bargaining.

SECTION 4: SALARY SCHEDULE

Monthly salary ranges as listed on Exhibit A will apply for each classification effective at the beginning of the pay period in which July 1 occurs unless otherwise noted below.

Effective the first full pay period after July 1, 2022, a 5.0% salary increase will be added to the salary range of each classification in this bargaining unit.

The parties further agree to reopen wage negotiations for FY23-24 and FY24-25 upon the California Department of Tax and Fee Administration's (CDTFA) completion of the sales tax review, but in no event later than March 1, 2023. The union may propose changes to salary steps, call back pay and bilingual pay as part of the wage reopener discussion.

SECTION 5: OUT-OF-CLASSIFICATION AND ACTING PAY

Temporary assignment, approved in advance by the department head, to a classification in a higher pay grade shall be compensated at the Step 1 rate of the higher classification, or at a rate five percent greater than that of the regular position, but not more than the maximum step of the higher class, whichever is greater, for the number of hours so assigned. In order to qualify for Out-Of-Classification pay, an employee shall work a minimum of 4 hours per day in the temporary assignment. An employee may be assigned to work out of class in a higher classification when there is a vacant position for which a recruitment is being, or will be, conducted. Out of class assignments may not exceed 960 hours in a fiscal year. Compensation for work performed in an out-of-class capacity is included for purposes of calculating CalPERS compensation, however, this is at the discretion of CalPERS and future changes to CalPERS regulations would supersede the language of this section.

An employee may receive acting pay for working in a higher classification where a vacancy does not exist, in the case of an incumbent being on vacation or leave of absence, or due to the employee being asked to perform higher level work on any other temporary basis. Acting pay is not included for purposes of calculating CalPERS compensation.

The higher rate of pay shall be used in computing overtime when authorized overtime is worked in a non-exempt, out of class or acting work assignment. When a non-exempt employee is working out of class or acting in an exempt position for 20 hours or more in a work week, the employee will be ineligible to receive overtime pay for any and all hours worked in the exempt classification during that work week.

All requests for out of class pay or acting pay must be approved by the Director of Administrative Services or his/her designee.

SECTION 6: BILINGUAL PAY DIFFERENTIAL

An employee must have taken and passed the required language proficiency test(s) prior to being asked to use bilingual skills for City work. An employee who performs bilingual work as approved by their supervisor is eligible to receive a 7.5% bilingual pay differential only for

the work time during which the employee uses bilingual skills. For payroll reporting purposes, the 7.5% bilingual pay differential will be recorded with a 15 minute minimum. Bilingual pay is not available retroactively to passing the exam.

SECTION 7: HOURS OF WORK: OVERTIME

7.1 Hours of Work Defined

Hours worked shall include all time assigned by employer whether such hours are worked in the City's work place, or in some other place where the employee is carrying out the duties of the City.

The normal work week shall be 40 hours in seven days with two consecutive days off. Alternate Work Schedules (AWS) may be considered, including 9/80 and 4/10, but must be approved in advance by the Department Head. The City reserves the right to re-evaluate such approvals if the Alternate Work Schedule results in an undue burden to the City.

7.2 Overtime

Overtime shall be defined as any work in excess of 40 hours in a seven day work period. Holidays and paid time off shall count toward the accumulation of the work week.

Overtime work for the City by an employee shall be authorized in advance by the department head or their designee. In the event of unforeseen circumstances, overtime shall be approved after the work is completed.

7.3 Schedules

It will be a management responsibility to schedule the hours of work for each employee covered by this agreement. Except in unforeseen circumstances, changes in employee's hours of work will be made after ten days prior notice.

7.4 Rest Periods and Meal Breaks

Each employee shall be granted a rest period of fifteen minutes during each work period of more than three hours duration. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken.

All employees shall be required to take an uninterrupted, unpaid meal period of a minimum of 30 minutes and a maximum of 60 minutes at or about the midpoint of their work day. The length of the meal period and the time the meal period is taken shall be agreed to between the employee and their supervisor or department head, based on operational necessities. Employees are entirely relieved of responsibilities and restrictions during their meal period, unless they are assigned, in writing, to work an on-duty meal period, which will be treated as paid time. Employees may not use the meal break to reduce their regular daily work schedule, unless previously approved by their supervisor.

7.5 Payment of Overtime

All approved overtime work performed by employees shall be paid at the rate of one and one-half (1 1/2) times the normal rate of pay. Work performed on regularly scheduled days

off, City Holidays or during an employee's scheduled vacation shall be considered to be overtime and paid accordingly.

7.6 Compensatory Time Off (CTO)

At the employee's discretion, compensatory time off may be granted for overtime worked at the rate of time and one-half for each hour worked in lieu of compensation in cash. Employees, who have previously earned compensatory time, shall be allowed to schedule compensatory time off at dates of the employee's selection provided that prior supervisory approval has been obtained.

CTO time may be accrued for up to 80 hours per calendar year. Any CTO earned exceeding 80 hours will be paid at the rate of time and one-half. An employee may carry over the unused balance into the next calendar year. Any unused carryover balance will be automatically paid out at the end of the calendar year.

An employee may exercise his/her option two times each calendar year to convert any/or all accumulated compensatory time to cash.

7.7 Leave Accruals

An employee shall not accrue leave credits (vacation, sick leave) during a pay period if off without pay for more than 40 hours during said pay period.

SECTION 8: CALL BACK PAY

If an employee is required to report for emergency or other duties during the employee's off-duty hours, the employee will be compensated at a rate of time and one half their base hourly rate for all hours worked, including necessary travel time.

SECTION 9: STRETCH ASSIGNMENTS

As part of the City's Succession Development program, association members may be eligible for voluntary "stretch assignments". Stretch Assignments differ from work out of class or acting assignments, and serve to prepare employees for future promotional opportunities within the City. Examples of stretch assignments include shadowing management staff; assisting with special projects or tasks; and cross-departmental training opportunities. Stretch assignments are voluntary and receive no additional compensation. Stretch assignments may be requested by employees, or offered by department management staff; however, such assignments should not impact the employee's regular workload or position and should not result in overtime hours. Stretch assignments are offered solely at the discretion of management and are not grievable. Stretch assignments shall not be utilized to cover the work of an unfilled position or to cover work assignments of an employee on leave.

SECTION 10: CONTRACTING OUT

If contracting out bargaining unit work to outside contractors would result in layoff of bargaining unit members, the elimination of a bargaining unit position, or a permanent reduction in the hours worked by current bargaining unit employees, then the City shall meet the following requirements:

- 1) The City will give CEA notice of at least sixty (60) days before the effective date of the outside contract.
- 2) Within such sixty (60) day period, CEA will have the opportunity to meet and confer on the impact of the contracting out on bargaining unit employees, and an opportunity to propose alternative ways in which such services could continue to be provided by the City workforce or alternate possibilities for cost savings. Nothing in this section shall be construed to limit the rights of the City to contract out work under the terms and conditions of this section.

Nothing in this section shall be construed to limit the rights of the City to enter into temporary contracts (less than one year) or contracts to fill an immediate need (such as a vacant position).

SECTION 11: FACILITIES CLOSURE

City facilities* will be closed from December 24 through January 1, of each year during the term of the contract only. Employees may use vacation, CTO, floating holiday, administrative leave, or leave without pay for work time missed during the closure week. With Supervisor and Department Head prior approval, an employee may opt to work during the facility closure.

*The Sports Center and Blackberry Farm Golf Course may remain open on facilities closure days staffed by part-time employees

SECTION 12: PUBLIC EMPLOYEES RETIREMENT (PERS) CONTRIBUTION

A. For Employees hired on or before December 29, 2012 Only

For City of Cupertino employees hired by the City of Cupertino on or before December 29, 2012, the City has contracted with CalPERS for a 2.7% @55 retirement formula.

Effective in the first full pay period in July 2017, each employee in the 2.7% at 55 Classic formula shall pay the full eight percent (8.0%) of applicable PERSable salary towards the full employee share of CalPERS pension contribution.

B. For employees hired by the City of Cupertino on December 30, 2012 or on December 31, 2012 or a current CalPERS employee who qualifies as a classic member under CalPERS Regulations Only.

For employees hired by the City of Cupertino on December 30, 2012 or on December 31, 2012 or a current CalPERS employee who qualifies as a classic member under CalPERS Regulations only the City has contracted with CalPERS for a 2.0% @ 60 retirement formula based on a three year average compensation.

Effective October, 2016, the City shall not pay the employee's contribution share to the California Public Employees Retirement System (CalPERS) and each employee shall pay the full seven percent (7.0%) of applicable PERSable salary towards the employee's contribution share of CalPERS pension under this formula.

C. For employees hired by the City of Cupertino on or after January 1, 2013, or former CalPERS employees that do not qualify as Classic employees hired by the City of Cupertino on or after January 1, 2013 Only

For employees hired by the City of Cupertino on or after January 1, 2013, CalPERS has by statute implemented a 2% @ 62 formula based on a three year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

SECTION 13: INSURANCE COVERAGE

13.1. Health - Medical and Dental Insurance

City agrees to pay an amount as set forth herein for medical coverage for employee and dependents through the Meyers-Geddes State Employees Medical and Hospital Care Act. For each participating employee, the City shall contribute the maximum toward premium cost per month for health and dental during the term of this agreement as follows:

January 1, 2022	City Max Health Contribution	City Max Dental Contribution	City Total Max Contribution
Employee	935.88	126.78	1062.660
Employee +1	1,591.01	126.78	1,717.79
Employee +2	2,068.31	126.78	2,195.09

Required contribution amounts exceeding the premium contribution of the City are the responsibility of the employee. The City no longer pays medical insurance cash back (excess of the monthly premium less the cost of the medical coverage) for any employees.

Effective July 1, 2010, employees that retire or resign from service with the City of Cupertino and who are not eligible for retiree medical benefits as defined in the Summary of Benefits can continue on the Cupertino medical and dental plans provided that they pay the premiums in full.

The City reserves the right of selection and administration as to deferred compensation plan(s).

If during the term of this agreement, modifications are made to the Federal tax code which would result in any of the medical insurance provided be subject to taxation, the contract will be re-opened for the purposes of adjusting the salary and medical benefits so long as it does not result in an increase or decrease in the total compensation.

If during the term of this agreement, new medical plans are identified that will be beneficial to the City and CEA, the contract will be reopened to discuss these plan options.

Health deductions for employee payments towards PEMHCA premiums shall occur on a bi-monthly basis consistent with CalPERS required PEMHCA payment schedule.

13.2 Health In-Lieu Payments

City agrees to pay a monthly amount of three hundred seventy-five (\$375.00) per month to bargaining unit employee who can demonstrate that they have equivalent health coverage through their spouse, parent, or other group coverage and who request this cash payment in lieu of health insurance coverage.

13.3 Life Insurance

City shall provide life insurance and accidental death and dismemberment coverage for each employee in the amount of two and one half times annual salary to a maximum benefit of \$250,000. Employees may be eligible to purchase additional life insurance subject to the provisions of the insurance policy.

13.4 Short Term and Long Term Disability Insurance

CEA employees will participate in California State Disability Insurance (SDI). SDI weekly benefits are determined by the State of California and information is available on the State of California Employment Development Department website. Employees may use leave banks to supplement lost salary during the 7 day elimination period. Bargaining unit members shall pay the 1% cost of CA SDI, which will be deducted from their biweekly paychecks. Until full enrollment in CA SDI becomes effective, bargaining unit members will continue to be covered by the current Short Term Disability plan during the transition. Integration of SDI with the City's current Short Term Disability plan will be in accordance with SDI rules and regulations.

The City shall provide Long Term Disability (LTD) insurance for employees. LTD income protection coverage shall be up to \$7,000 of covered monthly salary. Employees may use sick leave and/or vacation leave to supplement lost salary during the 90 day elimination period.

13.5 Vision Care Insurance

The City shall provide Vision Care Insurance for employees and their dependents at a cost of \$14.94 monthly.

SECTION 14: SAFETY FOOTWEAR

The City shall provide safety footwear at a cost not to exceed \$400 annually, for the bargaining unit classifications of Building Inspector and Public Works Inspector. The City will provide employees with a list of approved vendors and footwear, and will be billed directly by the vendor for payment. Any cost exceeding \$400 will be borne by the employee.

SECTION 15: HOLIDAYS

15.1 Fixed Holidays

The City shall provide the following fixed paid (8 Hour) holidays for eligible employees covered by this agreement:

- | | |
|---------------------------|--------------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. President's Day | 10. Day following Thanksgiving |
| 4. Memorial Day | 11. Christmas Eve |
| 5. Juneteenth | 12. Christmas Day |
| 6. Independence Day | 13. New Year's Eve |
| 7. Labor Day | |

When a holiday falls on a Saturday, the preceding Friday shall be observed as the non-

work day. When a holiday falls on a Sunday, the following Monday shall be observed as the non-work day.

Nothing contained herein shall preclude the right of the department head with the approval of the Appointing Authority to reschedule work assignments or hours of work to meet emergency situations and other administrative necessities caused by the observance of a holiday or non-work day or period; provided, however, that all such affected employees are duly compensated for said rescheduled work assignments.

15.2 Floating Holidays

In addition to the foregoing paid holidays, eligible employees shall earn 20 hours of holiday leave per year that may be used in increments of no less than one quarter of an hour. Floating holiday leave shall be earned at a rate of .77 hours per pay period. Floating holiday leave may be accumulated up to 40 hours. Floating holiday leave shall be taken at the discretion of the employee subject to prior supervisory approval.

15.3 Holiday Pay

In order for an employee to receive his/her regular pay for a holiday or designated non-work day, work must be performed on the regular scheduled day before and the regular scheduled day after the holiday or designated non-work day. Employees on vacation, injury leave, approved short term leave of absence, with or without pay, or who submit satisfactory evidence of personal illness shall be considered as working their regular schedule for pay purposes.

SECTION 16: WORKERS COMPENSATION BENEFITS

Any employee sustaining an injury arising out of or in the course of the performance of his/her job and who cannot work at the duties and responsibilities normally assigned to that job is entitled to receive Workers' Compensation as prescribed by State law.

16.1 Use of Sick Leave to Supplement Workers' Compensation Payments

Any employee entitled to receive Workers' Compensation payments may elect to supplement such payments with an amount not to exceed that which is the employee's weekly earnings or weekly earning capacity by use of sick leave payments to the extent that such sick leave has been accrued to the employee's account.

16.2 Use of Sick Leave for Industrial Injury Medical Appointments

An employee who is required to see a physician regarding a work-related injury during regularly scheduled work hours may use sick leave credits for appointment(s). If the medical appointment is scheduled during the last hour of the regularly scheduled work day an employee will not be required to use sick leave credits for said appointment. The last hour provision shall be limited to one time during any Monday through Friday work period.

SECTION 17: VACATION

All bargaining unit employees shall accrue vacation credit. Accrued vacation credits may be taken with prior supervisory approval.

Benefited full-time employees accrue vacation in accordance with the following schedule. Benefited employees who work less than a full-time work schedule accrue vacation in accordance with the following schedule on a pro-rated basis.

<u>Service Time</u>	<u>Annual Accruals</u>	<u>Maximum Accrual</u>
0 - 3 Years	80 Hours	160 Hours
4 - 9 Years	120 Hours	240 Hours
10 – 14 Years	160Hours	272 Hours
15 – 19 Years	176Hours	320 Hours
20 + Years	192Hours	352 Hours

An employee may accrue no more vacation credit than what is listed above.

Upon termination of employment, unused vacation may not be used to extend the final employment date beyond the annual accrual rate being earned. Any request to use accrued vacation hours beyond the last day of work must be submitted in writing, approved by the employee's supervisor like all other vacation requests, and is irrevocable.

Represented employees may convert, up to two times per calendar year, unused vacation time for payment subject to the following conditions:

1. The employee must have a minimum of 120 hours of accrued vacation immediately prior to a conversion.
2. Any payment for accrued vacation hours will be subject to taxes as determined by law.
3. Minimum exchange will be one day. Maximum exchange will be ten days.
4. All exchanges are irrevocable.
5. A maximum of 80 hours of accrued vacation may be converted for pay during a calendar year.

SECTION 18: SICK LEAVE

All full time employees hired before October 17, 2012 (other than those holding temporary status), shall earn eight (8) hours per month sick leave time without limit on accumulation. All employees hired on or after October 17, 2012 shall earn eight (8) hours per month of sick leave time, but may accrue no more than 240 hours of sick leave time.

Those regular employees working less than full time (at least 20 hours per week) shall earn a pro-rated amount of sick leave based on their regular hours worked in relation to 40 hours. Sick leave may be utilized due to the employee's personal illness, injury, pregnancy disability or sickness or injury to the immediate family.

The employee's immediate family consists of the following: children, stepchildren, spouse/domestic partner, parents, mother-in-law, father-in-law, siblings, grandchildren and grandparents who because of illness cannot care for themselves, and for medical emergencies. Employees shall, whenever possible, make appointments for medical, dental and similar purposes during non-work hours. If this is not possible, sick leave may be used for these purposes.

With proper notification, sick leave shall be taken in periods of no less than one-half hour increments.

18.1 Sick Leave Conversion. Any employee hired before October 17, 2012, who is retiring, will have the option of applying any remaining sick leave to service credit. If an

employee is resigning, he/she will not have the option of applying sick leave hours to service credit.

18.2 Sick leave is not vested under California statutory law.

18.3 Employees hired before October 17, 2012 shall have the option of cashing out sick leave in accordance with Section 18.4 and 18.5.

18.4 If upon retirement the qualifying employee has a minimum of 320 non-vested hours, payment shall be made for up to eighty-five percent (85%) of the value of the bank at the employee's discretion.

18.5 If upon resignation the qualifying employee has a minimum of 320 non-vested hours, payment shall be made for up to seventy percent (70%) of the value of the bank at the employee's discretion.

18.6 Represented employees will have the option, subject to approval of the department head, of converting sick leave to vacation leave on a two-to-one basis only if the employee's remaining sick leave balance is 40 hours or more. The maximum allowable exchange will be 96 hours of sick time for 48 hours of vacation leave per calendar year. The minimum exchange will be 8 hours sick leave for 4 hours of vacation.

An employee may convert sick leave in excess of 320 hours to vacation leave on a one-to-one basis with a maximum of 48 hours and a minimum of 4 hours and may convert up to an additional 32 hours on the basis of one hour of sick leave to 0.7 hour of vacation leave. The conversion of sick leave in excess of 320 hours to vacation leave as described herein is limited to no more than a total of 80 hours per calendar year.

As a condition of converting sick leave to vacation, all employees will be required to use at least one-half of the vacation accrued during the previous twelve months.

Such conversion either to exchange sick leave for vacation or vice versa shall be subject to the following conditions:

- a. All requests to exchange sick leave for vacation time shall be submitted in writing to the department head at least fourteen (14) calendar days in advance of intended vacation utilization.
- b. If twelve (12) months have elapsed since approval of the exchange of sick leave for vacation, and the employee has not been permitted the use of the converted vacation time, (after submitting at least one written request for utilization) the employee will have the right to re-convert the vacation time to sick leave in reverse ratio to the original exchange. This exchange will be allowed only for previously converted sick time to vacation and will not be permitted for regularly accrued vacation time.

NOTE: As used in this document, "reverse ratio" is intended to mean that the ratio of sick leave to vacation will revert to the original ratio at the time the initial exchange was implemented.

SECTION 19: SICK LEAVE VERIFICATION

A Department Head or supervisor may at their discretion require employees to furnish reasonable acceptable evidence, including a doctor's certificate, to substantiate a request for sick leave if the sick leave exceeds three (3) consecutive workdays. A supervisor may also require a doctor's certificate or other form of verification where leave abuse is suspected. If it appears that an employee is abusing sick leave or is using sick leave excessively, the employee will be counseled that the continued use of sick leave may result in a requirement to furnish a medical certificate for each such subsequent absence for sick leave regardless of duration. Continued abuse of leave or excessive use of sick leave may constitute grounds for discipline up to and including dismissal.

SECTION 20: BEREAVEMENT LEAVE

Employees shall be granted paid bereavement leave of up to 24 hours upon the death of a close relative. Close relatives are defined as mother, father, sister, brother, wife, husband, domestic partner, child, step-child, grandparent, grandchildren, mother-in-law and father-in-law. Additional bereavement leave of up to 16 hours will be granted for travel out of state or over 200 miles. An employee may request bereavement leave for the death of an individual not listed above and whom they have a close and significant relation with and/or hours greater than 24, but not more than 40, which Human Resources can grant at their discretion. A denial under this section shall not be subject to the grievance procedure.

SECTION 21: MILITARY LEAVE

Military leave shall be granted in accordance with the provision of State and Federal law. All employees entitled to military leave shall give their supervisor an opportunity within the limits of military requirements, to determine when such leave shall be taken.

SECTION 22: PREGNANCY DISABILITY LEAVE

An employee disabled by pregnancy is eligible for up to four months of unpaid pregnancy disability leave (PDL) as defined by law. This leave is to be used when the employee is disabled due to pregnancy or child birth or related medical condition, including but not limited to, morning sickness, pregnancy complications and prenatal appointments. Accrued sick leave may be used during the leave, and the employee has the option to use accrued vacation, floating holidays and/or compensatory time in order to receive pay during the leave. If the employee is also eligible for leave under the Federal Family Medical Leave Act (FMLA), (employee must be employed by the City for at least one year and have worked at least 1250 hours during the year preceding the leave) the leave the employee takes for pregnancy disability will be run concurrently with the employee's entitlement to up to 12 weeks of FMLA leave. Employees otherwise eligible for health insurance benefits (medical, dental and vision) will continue to receive such benefits during the period of the PDL leave up to four months as defined by law per 12 month period.

After PDL and FMLA leave, if applicable, expires and if the employee is on unpaid status or the employee has less than 20 hours per week on their timesheet, the employee may elect to continue and enroll in COBRA benefits at employee's expense.

The employee will be accruing sick leave, floating holiday and vacation leave during the period of time, if any, the employee is in paid status. Any time the employee's hours adjust to less than 40 hours per week, however of paid status, the employee's accrual rates (sick leave, vacation leave, floating holiday) will be prorated and be adjusted accordingly. Sick leave, floating holiday and vacation leave do not continue to accrue during any period the employee

is on unpaid status.

Under the California Family rights Act (CFRA) eligible employees are entitled up to 12 additional weeks of leave to bond with the baby. To be eligible for the CFRA bonding leave, employee must be employed by the City for at least one year and have worked at least 1250 hours during the year preceding the leave. The leave is unpaid, but the employee may use floating holiday, compensatory time and vacation leave in order to receive pay during the leave. The employee may use sick leave for a baby's illness or doctor's appointment when applicable to receive pay during the leave. Bonding leave must be used within one year of the birth of the baby.

An employee who plans to take PDL must give reasonable notice (not less than 4 weeks if anticipated or as soon as possible if the leave is unforeseen) before the date employee expects to take the leave. As with all other employees returning from medical leave, employees returning from PDL leave of at least 3 days are required to provide a doctor's note clearing them to return to work. If an employee requires reasonable accommodations as a result of pregnancy, employee should consult with Human Resources. Employees disabled by pregnancy and employees on leave to bond with a baby may be eligible for benefits under State Disability Insurance. Additional information is available at www.edd.ca.gov/Disability and from Human Resources.

SECTION 23: ADOPTION LEAVE

Upon request, a leave of absence without pay for up to four (4) work weeks will be granted to adoptive parents. Such leave must be used within one year of the adoption. The city will pay health and welfare benefits for the duration of the leave as the same rate as prior to the leave consistent with the contributions as provided for under the existing MOU.

If the employee is eligible for FMLA/CFRA (employed by the city for at least one year and worked at least 1250 hours during the year preceding the leave), employee may be eligible for up to 12 work weeks total (the above four (4) work weeks plus an additional eight (8) work weeks) for bonding with the adopted child during the first year after adoption. The employee may be eligible for health benefits during the twelve (12) work week period at the same rate as prior to the leave as provided for under the existing MOU.

During adoption leave, accrued vacation may be used by the employee at his or her option in order to receive pay during the leave. Sick leave may only be used during the leave in the event of illness or medical appointments of the adoptive child during the leave.

SECTION 24: CATASTROPHIC LEAVE

- a. The City's Catastrophic Leave Committee will evaluate each individual case when it is submitted to qualify to receive funds. The only limitation is that the employee must be the one facing the illness. The committee has the right to establish standards for the granting of leave hours, and ask the applicant to submit further documentation from the treating physician, and to determine the applicant's eligibility for catastrophic leave hours.
- b. All benefited employees will be eligible to receive assistance. An employee does not have to be a contributor to be eligible.
- c. A recipient must have used all of their available leave hours before he/she is eligible.
- d. The maximum amount is seven (7) days (State Disability Insurance becomes available at this time).

- e. Vacation hours and compensating time off (CTO) hours are the only leave of absence credits which may be donated. An employee may not donate leave of absence credits which would reduce his/her total accrued leave balances to less than 120 hours. Leave credits may be donated in any pay period. All leave donations are irrevocable.
- f. A leave of absence transfer drive will be held whenever necessary to provide for a minimum catastrophic leave bank balance which is the equivalent of 40 hours.
- g. Active employees wishing to donate sick leave hours to the Catastrophic Leave bank will need to convert sick leave hours (maintaining a minimum of 320 hours after donation) to vacation leave hours.
- h. Upon retirement or resignation, an employee can contribute up to 10 hours of sick leave provided that the employee has a minimum of 320 hours of sick leave, which has previously become vested.

Transfers may be in increments of one hour or more. All donations will be confidential. There will be no selling or coercion of employees to donate.

Donated leave hours will be converted to cash and deposited in a time-bank where it will be available for distribution. Checks will be issued to the recipient with the regular payroll, which will keep them in an active employment mode with the City. This procedure prevents overpayments or corrections since it comes after the actual leave has been taken. (Conversion allows for adjustments for different rates of pay.) No employee shall receive payment for more than 100% of his or her regular pay.

An employee or their representative must complete a prescribed application form together with supporting medical documentation to the Human Resources Division when applying for funds.

SECTION 25: ABSENCE NOTIFICATION

An employee is expected not to be absent from work for any reason other than personal illness without making prior arrangements with their supervisor. Unless prior arrangements are made, an employee who, for any reason, fails to report for work must notify their supervisor of the reason for being absent by no later than 15 minutes prior to their scheduled start time. If the absence, whether for personal illness or otherwise, is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged with his/her supervisor. In proper cases, exceptions will be made.

Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and will be grounds for disciplinary action up to and including dismissal by the department head. In the absence of such disciplinary action any employee who absents himself/herself for three days or more without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the department head by a following grant of leave with or without pay when extenuating circumstances are found to have existed.

SECTION 26: FAMILY MEDICAL LEAVE /CALIFORNIA FAMILY RIGHTS ACTS

The City of Cupertino shall comply with the leave provisions of the Family Medical Leave Act and the California Family Rights Act for employees who qualify for leave under these laws.

SECTION 27: EDUCATION REIMBURSEMENT PROGRAM

It is the intent of the City to recognize the value of continuing education and professional development of its employees; and to adopt an Education Reimbursement Program which will encourage employees to avail themselves of City job related educational opportunities that will advance their knowledge and interests in the direction of their career path. Courses should either: a) maintain or improve job skills in the employee's current position; b) be expressly required by the City or by law; or c) prepare the employee to become a competitive applicant for a different position with the City.

The Education Reimbursement Program is a benefit to all full time benefited employees who have completed the required probationary period and provides education reimbursement of up to two thousand (\$2,000) per calendar year for the cost of registration, required textbooks and/or materials and parking. Employees who wish to seek reimbursement from the City for educational program costs shall provide a written request for reimbursement in advance of enrollment to the Human Resources Division. The form provided shall include the type of training, sponsoring organization or institution, meeting times and costs. Human Resources and the employee's department head will make the determination if the chosen education program is eligible for reimbursement.

No employee shall receive any reimbursement until they have provided satisfactory proof of successful completion of the coursework with a grade of "C" or above, or "Pass" in the case of a Pass/Fail course. Such proof of completion shall be provided within 30 days of the conclusion of the course.

Education reimbursement is a taxable benefit under IRS Code. Education reimbursement will be applied to the calendar year in which the course is passed and satisfactory proof of completion is submitted.

Mandatory or annual coursework, attendance at conferences and training required to maintain job specific certifications or proficiencies are not included in the Education Reimbursement Program.

SECTION 28: CITY SPONSORED RECREATION AND WELLNESS PROGRAMS

CEA bargaining unit members shall have the privilege of enrollment in City sponsored recreation programs at the City residents' fee structure and in preference to non-residents wishing to enroll. Each calendar year, employees and family members on the employee's dental plan are eligible to be reimbursed up to \$500 per employee in Rec Bucks. Employees shall be reimbursed for approved recreation services in accordance with the City's Recreation Buck Policies. Programs allowing for preregistration will be reimbursed after completion of the program, including those allowing for or requiring preregistration in the calendar year prior to reimbursement. Reimbursements shall be applied to the year in which they are received. Benefited employees will also receive a free employee only annual Cupertino Sports Center membership. Part-time benefited employees will have the annual amount of Recreation Bucks prorated based on number of hours worked. Recreation Bucks are a taxable benefit under IRS Code, and must be used by the employee within the calendar year and are non-transferrable.

City employees are eligible to participate in the City's wellness program as provided for in the City's Administrative Rules and Regulations.

SECTION 29: DUE PROCESS

For demotions, suspensions of more than five days and terminations of employment, the City will provide written notice of the intended actions including the reasons therefore; a copy of any documents upon which the City relied in taking its action and an opportunity to respond, either orally or in writing, prior to the effective date of the disciplinary action.

Said opportunity shall be as soon as is practical after having been served the written notice and shall not constitute any limitation otherwise available through the grievance or appeal procedures. Any written warning in an employee's file will be removed from the file after three years, if requested in writing by the employee.

SECTION 30: GRIEVANCE PROCEDURE

30.1 Definition: a grievance is a good faith dispute or difference of opinion of an employee involving the meaning, interpretation or application of the express provisions of the Memorandum of Understanding between the City of Cupertino and CEA.

30.2 Step 1: An employee (grievant) who has a grievance shall bring it to the attention of the employee's immediate supervisor within ten (10) calendar days of the occurrence of knowledge of the act that is the basis for the dispute. If the grievant and the immediate supervisor are unable to resolve the matter within ten (10) calendar days of the date it is raised, the grievant has the right to submit a formal grievance to their next higher supervisor.

30.3 Step 2: If the grievance is not settled at Step 1 the grievant may submit a written grievance to the next higher supervisor within ten (10) calendar days after the supervisor's oral answer in Step 1. The written grievance shall contain the following information:

- a. The name, job classification and department of the grievant.
- b. The name of the grievant's immediate supervisor.
- c. A statement of the nature of the grievance including date and place of occurrence.
- d. The specific provision alleged to have been violated.
- e. The remedy sought by the grievant.
- f. If the grievant is not self-represented, the name of the individual or recognized employee organization designated to represent the grievant.
- g. Signature of grievant and date.
- h. If the grievance is being submitted on behalf of the grievant by the recognized employee organization, it shall be signed and dated by the representative of the employee organization.

The supervisor or designee shall discuss the grievance within ten (10) calendar days with the grievant and/or designated representative at a time mutually agreeable to the parties. If a settlement is not reached, a written answer to the grievance shall be provided within ten (10) calendar days of the meeting.

30.4 Step 3: If the grievance is not settled at Step 2 the grievant may submit the grievance in writing to the grievant's Department Head, or, alternatively, if the Department

Head responded at Step 2, to the City Manager within ten (10) calendar days after the Step 2 written answer. The Department Head/City Manager shall discuss the grievance within ten (10) calendar days with the grievant and/or designated representative at a time mutually agreeable to the parties. If no settlement is reached, a written answer shall be provided within ten (10) calendar days of the meeting.

30.5 Step 4: If the grievance is not settled at Step 3, the grievant may submit the grievance to advisory arbitration within 14 calendar days after receipt of the decision at Step 2.

30.6 Advisory Arbitration:

a. The parties shall attempt to agree upon an advisory arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event that parties are unable to agree upon an advisory arbitrator within said seven (7) day period, the parties shall jointly request the State Mediation and Conciliation Service to submit a panel of five (5) advisory arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the grievant/designated representative and the City shall have the right to strike two (2) names from the panel. The parties shall alternatively strike names until one remains. The person remaining shall be the advisory arbitrator.

b. The advisory arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the grievant/designated representative and City representatives.

c. The City or the grievant/designated representative shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the grievant retain the right to employ legal counsel.

d. The advisory arbitrator shall submit his/her recommendation in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later.

e. More than one grievance may be submitted to the same advisory arbitrator if both parties mutually agree in writing.

f. The fees and expenses of the advisory arbitrator and the cost of a written transcript shall be divided equally between the City and the grievant, or CEA/IFPTE Local 21, as appropriate; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

30.7 Limitations on Authority of Advisory Arbitrator: The advisory arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of the Memorandum of Understanding. The advisory arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of the MOU section or sections supporting the grievance. The advisory arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the second step. The advisory arbitrator shall have no authority to make a recommendation on any issue not so submitted or raised. The advisory arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The advisory arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The recommendation shall be advisory only to the City Manager. The City Manager will make the final decision.

SECTION 31: LAYOFF PROCEDURE

The appointing authority may lay off employees for lack of funds, lack of work or for other similar and just cause. The appointing authority will identify the classification(s) subject to layoff. All classifications and all departments citywide are subject to layoff considerations.

Employees in a classification(s) identified for layoff shall be laid off in reverse order of seniority, based on the date of the appointment to the classification. If an employee separates from City employment for a period of more than 30 days, the time off from City employment shall be deducted from an employee's length of service for the purpose of determining seniority.

Employees being laid off shall be entitled to placement in a lower classification; provided (a) the employee was previously employed with regular status having completed the probationary period in that lower classification and (b) the employee has more total seniority with the City than an individual in the lower classification. Any employee being displaced by an employee opting to be placed in a lower classification shall be entitled to placement in the lower classification, subject to conditions (a) and (b) listed in this section.

The City will provide a 30 day notice to any employees identified for layoff and layoff pay in the amount of \$2,500 at the time of layoff. Such notice will include the employee's rights to placement in a lower classification pursuant to this section. Medical, dental, vision, and life insurance continue through the end of the month in which the layoff is effective. In addition, the employee will be provided with an opportunity to elect to enroll in COBRA medical, dental, and/or vision coverage at the time of layoff and at employee expense.

The names of the employees affected by layoff shall be placed on a recall list for a period of two years in the reverse order of layoff and shall have the first opportunity for reinstatement. Failure to respond within ten (10) business days to a written notice of such opportunity for reinstatement shall cause that name to be removed from the recall list. Such notice shall be sent by certified or registered mail to the address of the employee on file with the City. The affected employees shall be responsible for updating the City of any change in address during the time they are on the recall list.

SECTION 32: REINSTATEMENT

With the approval of the Appointing Authority, a regular or probationary employee who has resigned with a good record may be reinstated within twenty-four months of the effective date of resignation to a vacant position in the same or comparable class he/she previously occupied. Upon reinstatement, the employee for all purposes shall be considered as though they had received an original appointment.

SECTION 33: CONTINUATION OF BENEFITS

All terms and conditions of employment not otherwise contained herein shall be maintained at the standards in effect at the time of execution. However, the parties agree that any automatic economic triggers, formulas or escalators shall become inoperable and void upon expiration of this contract.

SECTION 34: TELECOMMUTING / REMOTE WORK

CEA bargaining unit employees will be considered for telework and adhere to the policy of

the City of Cupertino's expanded telecommuting policy.

SECTION 35: SEPARABILITY

In the event any provision of this agreement is finally held to be illegal by a court of competent jurisdiction or void as being in contravention of any law, rule or regulation of any government agency having jurisdiction over the subject set forth, then the remainder of the agreement shall continue in full force and effect unless the parts so found to be void are held inseparable from the remaining portion of the agreement.

SECTION 36: RATIFICATION

Nothing contained in this memorandum shall be binding upon either the City or the Association until it has been ratified by the Association's membership and presented and approved by the City Council of the City.

SECTION 37: REOPENER

During the term of this Agreement, upon request by the City or CEA, the City and Association will meet and confer over proposed revisions to the City's Administrative Rules and Regulations to the extent that the proposed revisions fall within the statutory scope of bargaining.

SECTION 38: TERM

This agreement shall be effective commencing the first full pay period after Association ratification and adoption by the City Council and ending at 11:59 p.m. June 30, 2025.

SECTION 39: TOTAL COMPENSATION SURVEYS

Management and CEA agree to a compensation survey database structure which identifies specific benchmark classifications for job families, classifications within the job families of each benchmark classification, survey agencies, and survey classification matches. Survey cities include:

1. Campbell
2. Los Altos
3. Los Gatos
4. Menlo Park
5. Milpitas
6. Morgan Hill
7. Mountain View
8. Palo Alto
9. San Mateo
10. Santa Clara
11. Saratoga
12. Sunnyvale

The survey data is intended to provide a source of information concerning how the compensation paid to employees in bargaining unit job classifications compares to that paid by other public employers. The City will update the survey database and send a copy to CEA six weeks before expiration of this agreement. This survey data will be considered in successor agreement negotiations.

CITY EMPLOYEES' ASSOCIATION

AFCW

Alex Corbalis

MPM

Gian Paolo Martire

Alex Wykoff

Alex Wykoff

Nicole Lee

Nicole Lee

Monica Diaz

Monica Diaz

Stanley Young

Stanley Young, IFPTE Local 21

Date: 10/26/22

CITY OF CUPERTINO

Kro

Kristina Alfaro

vanessa guerra

Vanessa Guerra

Laura Miyakawa

Laura Miyakawa

Pamela Wu

~~Dianne Thompson~~ Pamela Wu

WBE

Christopher Boucher, Boucher Law

Christopher D. Jensen

City Attorney, Approved as to form

Date: 10/27/22

EXHIBIT A
SECTION 2: SALARY SCHEDULE

Salaries Effective the First Full Pay Period of July, 2022

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
ACCOUNT CLERK I	\$33.40	\$35.07	\$36.82	\$38.66	\$40.59
ACCOUNT CLERK II	\$36.82	\$38.66	\$40.59	\$42.62	\$44.75
ASSISTANT ENGINEER	\$56.49	\$59.31	\$62.27	\$65.39	\$68.66
ASSISTANT PLANNER	\$50.87	\$53.41	\$56.08	\$58.88	\$61.83
ASSOCIATE CIVIL ENGINEER	\$60.88	\$63.92	\$67.11	\$70.47	\$73.99
ASSOCIATE PLANNER	\$54.82	\$57.56	\$60.44	\$63.46	\$66.63
BUILDING INSPECTOR	\$53.81	\$56.51	\$59.33	\$62.30	\$65.41
CASE MANAGER	\$41.13	\$43.19	\$45.35	\$47.62	\$50.00
CODE ENFORCEMENT OFFICER	\$46.08	\$48.38	\$50.80	\$53.34	\$56.01
COMMUNITY OUTREACH SPECIALIST	\$42.60	\$44.73	\$46.97	\$49.32	\$51.78
ENGINEERING TECHNICIAN	\$44.39	\$46.61	\$48.94	\$51.39	\$53.96
ENV. PROG. COMPLIANCE TECHNICIAN	\$40.00	\$42.00	\$44.10	\$46.31	\$48.62
ENV. PROGRAMS SPECIALIST	\$51.57	\$54.15	\$56.86	\$59.70	\$62.68
ENVIRONMENTAL PROGRAMS ASSISTANT	\$44.70	\$46.94	\$49.29	\$51.75	\$54.34
FACILITY ATTENDANT	\$31.26	\$32.82	\$34.47	\$36.19	\$38.00
GIS TECHNICIAN	\$44.39	\$46.61	\$48.94	\$51.39	\$53.96
MULTIMEDIA COMMUNICATIONS SPEC	\$56.18	\$58.99	\$61.94	\$65.04	\$68.29
OFFICE ASSISTANT	\$31.41	\$32.98	\$34.63	\$36.37	\$38.18
PERMIT TECHNICIAN	\$41.34	\$43.41	\$45.58	\$47.86	\$50.25
PLAN CHECK ENGINEER	\$62.27	\$65.38	\$68.64	\$72.08	\$75.68
PUBLIC WORKS INSPECTOR	\$53.81	\$56.51	\$59.33	\$62.30	\$65.41
RECEPTIONIST/CLERK	\$28.29	\$29.70	\$31.19	\$32.75	\$34.39
RECREATION ASSISTANT	\$20.24	\$21.25	\$22.31	\$23.42	\$24.60
RECREATION COORDINATOR	\$40.90	\$42.95	\$45.09	\$47.35	\$49.72
SENIOR BUILDING INSPECTOR	\$57.50	\$60.38	\$63.39	\$66.56	\$69.89
SENIOR CODE ENFORCEMENT OFFICER	\$48.43	\$50.85	\$53.39	\$56.06	\$58.86
SENIOR ENGINEERING TECHNICIAN	\$47.84	\$50.23	\$52.74	\$55.38	\$58.15
SENIOR OFFICE ASSISTANT	\$34.88	\$36.62	\$38.45	\$40.38	\$42.40
SENIOR PLANNER	\$58.78	\$61.72	\$64.81	\$68.05	\$71.45
SENIOR TRAFFIC TECHNICIAN	\$47.84	\$50.23	\$52.74	\$55.38	\$58.15
SPECIAL PROGRAMS COORDINATOR	\$33.77	\$35.46	\$37.23	\$39.09	\$41.05
TRAFFIC SIGNAL TECH APPRENTICE	\$43.01	\$45.16	\$47.42	\$49.79	\$52.28
TRAFFIC SIGNAL TECHNICIAN	\$49.79	\$52.28	\$54.89	\$57.64	\$60.52
TRAFFIC TECHNICIAN	\$44.39	\$46.61	\$48.94	\$51.39	\$53.96

Cupertino Employees Association



NEGOTIATIONS 2022

Correspondence

TENTATIVE SIDE LETTER AGREEMENT BETWEEN THE CITY OF CUPERTINO AND CUPERTINO EMPLOYEES' ASSOCIATION RE: MEDICAL AND DENTAL INSURANCE REOPENER

DATE: July 14, 2022 TIME: AM / PM

The City of Cupertino and the Cupertino Employees' Association agree to reopen negotiations related to City/employee cost share for medical and dental insurance as specified under Section 13.1 of the Memorandum of Understanding for FY23-24 and FY24-25 upon the California Department of Tax and Fee Administration's (CDTFA) completion of the sales tax review, but in no event later than March 1, 2023.

Unless otherwise stated, the provisions of this Side Letter Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding, effective July 1, 2022 – June 30, 2025 ("MOU"). All other provisions of the parties' MOU shall otherwise remain in full force and effect.

This side letter shall automatically sunset upon the expiration of the 2022 – 2025 MOU.

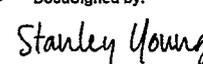
Tentatively agreed to on this 14th day of July, 2022, by the parties' authorized representatives, subject to CEA membership approval and City Council's ratification.

For the City

For the Union

DocuSigned by:

7/20/2022
Date
Kristina Alfaro
Director of Administrative Services

DocuSigned by:

7/20/2022
Date
Stanley Young
Representative/Organizer

Cupertino Employees Association



NEGOTIATIONS 2022

Correspondence

DocuSigned by:
Vanessa Guerra 7/20/2022
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 Vanessa Guerra Date
 Human Resources Manager

DocuSigned by:
Alex Corbalis 7/20/2022
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 Alex Corbalis Date

DocuSigned by:
Christopher Boucher 7/19/2022
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 Christopher Boucher Date
 Labor & Employment Counsel

Cupertino Employees Association



NEGOTIATIONS 2022

Correspondence

TENTATIVE SIDE LETTER AGREEMENT BETWEEN THE CITY OF CUPERTINO AND CUPERTINO EMPLOYEES' ASSOCIATION RE: COVID-19 EMPLOYEE RECOGNITION COMPENSATION

DATE: July 14, 2022 **TIME:** **AM / PM**

In recognition of employees' contributions throughout the COVID-19 pandemic, the City will pay all bargaining unit members, employed with the City on date of payment, a one-time, non-pensionable lump sum off-salary schedule payment of \$3,800, which shall be subject to all applicable payroll tax and withholding. The parties agree that this one-time payment shall not be PERSable (i.e. counted towards base salary or final compensation for CalPERS retirement calculation).

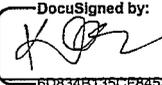
Unless otherwise stated, the provisions of this Side Letter Agreement supersede any inconsistent or conflicting provisions of the parties' Memorandum of Understanding, effective July 1, 2022 – June 30, 2025 ("MOU"). All other provisions of the parties' MOU shall otherwise remain in full force and effect.

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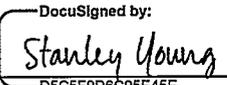
Tentatively agreed to on this 14th day of July, 2022, by the parties' authorized representatives, subject to CEA membership approval and City Council's ratification.

For the City

For the Union

DocuSigned by:

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Kristina Alfaro Date
Director of Administrative Services

DocuSigned by:

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Stanley Young Date
Representative/Organizer

Cupertino Employees Association



NEGOTIATIONS 2022

Correspondence

DocuSigned by:
Vanessa Guerra 7/20/2022
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Vanessa Guerra Date
Human Resources Manager

DocuSigned by:
Alex Corbalis 7/20/2022
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Alex Corbalis Date

DocuSigned by:
Christopher Boucher 7/19/2022
8514A803211841A...
Christopher Boucher Date
Labor & Employment Counsel

CEA Side Ltrs Health Reopener & Lump Sum

Final Audit Report

2022-10-27

Created:	2022-10-06
By:	Janet Liang (janetl@cupertino.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5Nwr29ObI74PYimW1Hhv3gWg0Ht9ul7I

"CEA Side Ltrs Health Reopener & Lump Sum" History

-  Document created by Janet Liang (janetl@cupertino.org)
2022-10-06 - 10:22:32 PM GMT
-  Document emailed to Pamela Wu (pamelaw@cupertino.org) for signature
2022-10-06 - 10:25:02 PM GMT
-  Email viewed by Pamela Wu (pamelaw@cupertino.org)
2022-10-06 - 11:27:38 PM GMT
-  Document e-signed by Pamela Wu (pamelaw@cupertino.org)
Signature Date: 2022-10-07 - 2:26:27 AM GMT - Time Source: server
-  Document emailed to Alex Corbalis (alexc@cupertino.org) for signature
2022-10-07 - 2:26:31 AM GMT
-  Email viewed by Alex Corbalis (alexc@cupertino.org)
2022-10-07 - 2:39:24 PM GMT
-  Document e-signed by Alex Corbalis (alexc@cupertino.org)
Signature Date: 2022-10-07 - 2:41:07 PM GMT - Time Source: server
-  Document emailed to Gian Martire (gianm@cupertino.org) for signature
2022-10-07 - 2:41:12 PM GMT
-  Email viewed by Gian Martire (gianm@cupertino.org)
2022-10-07 - 2:50:59 PM GMT
-  Email viewed by Gian Martire (gianm@cupertino.org)
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-  Document e-signed by Gian Martire (gianm@cupertino.org)
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2022-10-12 - 7:00:24 PM GMT

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2022-10-12 - 7:37:05 PM GMT

 Email viewed by Alex Wykoff (alexw@cupertino.org)

2022-10-20 - 4:30:02 PM GMT

 Email viewed by Alex Wykoff (alexw@cupertino.org)

2022-10-21 - 0:01:40 AM GMT

 Document e-signed by Alex Wykoff (alexw@cupertino.org)

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2022-10-25 - 9:03:03 PM GMT

 Document e-signed by Nicole Lee (nicolel@cupertino.org)

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 Document emailed to Monica Diaz (monicad@cupertino.org) for signature

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 Email viewed by Monica Diaz (monicad@cupertino.org)

2022-10-25 - 11:02:49 PM GMT

 Document e-signed by Monica Diaz (monicad@cupertino.org)

Signature Date: 2022-10-25 - 11:03:05 PM GMT - Time Source: server

 Document emailed to syoung@ifpte21.org for signature

2022-10-25 - 11:03:08 PM GMT

 Email viewed by syoung@ifpte21.org

2022-10-25 - 11:47:33 PM GMT

 Signer syoung@ifpte21.org entered name at signing as Stanley Young

2022-10-26 - 6:26:09 PM GMT

 Document e-signed by Stanley Young (syoung@ifpte21.org)

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 Document emailed to Kristina Alfaro (kristinaa@cupertino.org) for signature

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 Email viewed by Kristina Alfaro (kristinaa@cupertino.org)

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 Document e-signed by Kristina Alfaro (kristinaa@cupertino.org)

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 Document emailed to Vanessa Guerra (vanessag@cupertino.org) for signature

2022-10-27 - 10:03:34 PM GMT

 Email viewed by Vanessa Guerra (vanessag@cupertino.org)

2022-10-27 - 10:13:06 PM GMT

 Document e-signed by Vanessa Guerra (vanessag@cupertino.org)

Signature Date: 2022-10-27 - 10:13:23 PM GMT - Time Source: server

 Document emailed to Laura Miyakawa (lauram@cupertino.org) for signature

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 Email viewed by Laura Miyakawa (lauram@cupertino.org)

2022-10-27 - 10:30:04 PM GMT

 Document e-signed by Laura Miyakawa (lauram@cupertino.org)

Signature Date: 2022-10-27 - 10:30:19 PM GMT - Time Source: server

 Document emailed to christopherj@cupertino.org for signature

2022-10-27 - 10:30:22 PM GMT

 Email viewed by christopherj@cupertino.org

2022-10-27 - 10:40:57 PM GMT

 Signer christopherj@cupertino.org entered name at signing as Christopher D. Jensen

2022-10-27 - 10:41:27 PM GMT

 Document e-signed by Christopher D. Jensen (christopherj@cupertino.org)

Signature Date: 2022-10-27 - 10:41:29 PM GMT - Time Source: server

 Agreement completed.

2022-10-27 - 10:41:29 PM GMT

