City of Sunnyvale

and

Sunnyvale Employees' Association/IFPTE Local 21

Memorandum of Understanding

July 1, 2026 to June 30, 2030

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Article 1 Preamble

This Memorandum of Understanding (MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association/IFPTE Local 21 (SEA/IFPTE Local 21). 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 Bargaining Unit (Unit).

Article 2 Recognition

The Sunnyvale Employees' Association/IFPTE Local 21 (Union) is hereby acknowledged as the exclusively recognized employee organization for those employees in the classifications listed in Exhibit A as it currently reads or as modified by agreement of the parties during the term of the MOU.

If the City develops a new classification, it shall make an initial determination as to the bargaining unit and job family placement of that classification.

The City shall notify the Union of the development of a new classification and the City's initial bargaining unit placement and job family placement, and, upon written request from the Union within ten (10) work days from the City's notice, shall consult with the Union concerning the placement of the new classification(s).

Article 3 Ratification

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

Article 4 Term

The term of this Agreement shall be from July 1, 2026, through and including June 30, 2030, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.

Article 5 City Rights

Except as modified by this MOU, the rights of the City as contained in the City Charter, Constitution and Laws of the State of California include, but are not limited to, the right to determine the services, activities and functions of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its

employees; take disciplinary action for just cause; layoff its employees because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Article 6 Full Understanding, Modifications, and Waivers

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

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 subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the Union.

The waiver of any breach, 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 7 Severability

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

If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

Article 8 Ordinances, Codes, and Resolutions

Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Union the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement. Such meeting and conferring shall be up to and including mediation.

Article 9 Scope of Negotiations

The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.

Article 10 Authorized Agents

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

City's principal authorized representative shall be the City's Director of Human Resources or duly authorized representative (address: 456 West Olive Avenue, Sunnyvale, CA 94086; telephone (408) 730-7490) except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Union's principal authorized agent shall be the President of the Sunnyvale Employees' Association/IFPTE Local 21 or duly authorized representative. The Union's official mailing address is P.O. Box 70700, Sunnyvale, CA 94086.

Article 11 Governmental Mandates

If the Federal Government or the State of California or any voter-driven initiative imposes any labor requirements or mandates any changes in employee compensation (wages or benefits) or employer mandated costs associated with employee compensation applicable to SEA/IFPTE Local 21 represented employees, the Union and the City shall meet and confer over the impacts of the legal requirement or mandated change. The parties understand that the City will have to timely comply with any changes in the law independent of their negotiations over the impacts of those legal changes. However, the City will endeavor to meet and confer with the Union prior to the implementation of such changes, and in any event, as promptly as possible.

Article 12 Equal Employment Opportunity Policy

The Sunnyvale Employees' Association/IFPTE Local 21 supports in full the City's Equal Employment Opportunity Policy.

Article 13 Americans with Disabilities Act (ADA)

The parties recognize that the City may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties

agree that such accommodation shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City. This Article shall not be grievable or arbitrable.

Article 14 Renegotiations

In the event either party hereto desires to negotiate a successor MOU, written notice of desire to renegotiate shall be served during the period of 180 days to 90 days prior to the termination date of the MOU. If either party serves notice to renegotiate, the Union shall provide the City with its initial written proposals no later than 90 days prior to the termination of the MOU. The negotiations shall begin as soon as practical after receipt of such written notice.

Article 15 Retirement

15.01. CalPERS

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

The City has contracted with CalPERS to provide Level 3 of the 1959 Survivor Benefit and the Military Buy-Back Option.

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

a) Tier 1 – Local Miscellaneous 2.7% at age 55
Employees hired before December 23, 2012 shall receive Local Miscellaneous 2.7% at age 55 retirement formula. Final compensation shall be calculated using the single highest year model.

Through July 1, 2028, the City shall continue to contribute four percent (4%) of the eight percent (8%) employee contribution (EPMC) during the term of the MOU. Employee shall pay the remaining four percent (4%) of the employee contribution.

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

Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

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

The City's payment of four percent (4%) EPMC towards CalPERS member contributions shall expire effective July 1, 2028. Beginning July 2, 2028, employees shall be responsible for the payment of the full eight percent (8%) statutory employee contribution required under CalPERS.

b) Tier 2 – Local Miscellaneous 2.0% at age 60

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

Through July 1, 2028, the City shall continue to contribute four percent (4%) of the seven percent (7%) employee contribution during the term of the MOU. Employee shall pay the remaining three percent (3%) of the employee contribution.

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

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

The City's payment of four percent (4%) EPMC towards CalPERS member contributions shall expire effective July 1, 2028. Beginning July 2, 2028, employees shall be responsible for the payment of the full seven percent (7%) statutory employee contribution required under CalPERS.

c) Tier 3 – Local Miscellaneous 2.0% @ 62

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

15.02. Deferred Compensation

a) 457(b) Plan

Employees are eligible to participate in a 457 deferred compensation plan approved by the City with voluntary contributions.

b) 401(a) Plan

- As soon as administratively possibly, the City shall establish a 401(a) plan for SEA. All SEA employees shall be enrolled in the 401(a) plan. Enrollment is mandatory and irrevocable.
- City contribution shall be the amount described in the section below.
- There shall be no mandatory employee pre-tax contribution. Employees may elect voluntary after-tax contributions.

c) City Contributions

The City will contribute to the 401(a) account of each employee as follows.

- Effective July 5, 2026 or pay period following ratification and approval, a total of $50 per pay period.
- Effective July 2, 2028, a total of $75 per pay period.
- Effective July 1, 2029, a total of $100 per pay period.

An employee must be in paid status and be enrolled in the City's 401(a) plan at the time of the contribution in order to receive the City's contribution (i.e. contributions will not be retroactive). Employees shall not be entitled to receive any or all of such payment except as payment into a deferred compensation account.

Article 16 Wages/Compensation

16.01. Salaries

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth in Pay Plan Category B as defined in the City's Salary Resolution, consistent with compensation objectives described in the City's Administrative Policy.

16.02. Salary Adjustments

During the term of this Agreement, the City shall adjust base wages for all represented classifications as follows:

- Effective the later of July 5, 2026 or the first full pay period following ratification and approval of a successor agreement, employees shall receive a 5% across the board increase.
- Effective July 4, 2027, employees shall receive a 4% across the board increase.

- Effective July 2, 2028, employees shall receive a 7% across the board increase.
- Effective July 1,2029, employees shall receive a 3% across the board increase.

16.03. Comparable Agencies

The City will complete a compensation study by September 30, 2028. Parties agree to a reopener regarding implementation of any market adjustments.

The City will study all positions or series in the unit to the agencies listed in the MOU. If there are fewer than four (4) comparable agency matches, the City will propose to benchmark or band the classification to positions within the unit or will meet on alternative approaches to determine market position.

The City will review classifications series to ensure appropriate salary differentials between levels. The City does not intend to reduce salaries for classifications above market average. If the City conducts a contractual and/or non-contractual market study with SMA, it will apply that methodology to the SEA study.

The parties agree that in negotiations for successor memorandum of understanding, unless they agree on other survey jurisdictions, the comparable agencies for the majority of classifications in the bargaining unit shall be:

- Cupertino
- Fremont
- Hayward
- Milpitas
- Mountain View
- Palo Alto
- Redwood City
- San Mateo
- Santa Clara

For purposes of comparing job classifications of Environmental Chemist and Water Pollution Control Operator, the parties agree to the following agencies:

- Dublin/San Ramon Services District
- City of Hayward
- City of Palo Alto
- City of San Jose
- City of San Leandro
- Silicon Valley Clean Water
- Union Sanitary District

For purposes of comparing the classification of Career Advisor the parties agree to the following agencies:

- Alameda County Workforce Board
- Richmond Workforce Board
- Workforce Investment San Francisco

16.04. Overtime

An employee who is required and authorized in advance by a management supervisor or designee and who actually works overtime shall be compensated at one and one-half times the employee's base hourly rate for all such overtime work in excess of forty (40) hours per work period, unless compensatory time is provided pursuant to Article 19.07 Compensatory Time Off. The City shall fully comply with the appropriate Fair Labor Standards Act's Regulations regarding the payment of overtime.

a) Overtime

Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek (see Exhibit B, Example A). Except in the event of an emergency, the maximum number of hours an employee may work in any one 24-hour period is 12 hours.

The City shall define the workweek (fixed and regularly recurring period) for purposes of overtime.

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Exhibit B, Example B).

All paid time shall count as time worked when determining overtime (see Exhibit B, Example A).

b) Flex Scheduling

Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.

With manager or designated supervisor pre-approval, employees may flex their hours within the current work week.

For employees in the classifications listed in Exhibit C, the City and the employee shall be allowed to reasonably flex or change the work schedules for these employees in order to minimize overtime expenditures and facilitate an employee's ability to balance work with other aspects and obligations in accordance with the following procedures. The primary, but

not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule pursuant to Administrative Policy Chapter 3, Article 39 Work Schedules Policy or special work schedule in accordance with the provisions of MOU Article 22.01 Work Schedules is more appropriate to address on-going City needs.

1) The flex schedule must occur within the employee's regular 40-hour workweek, but is not restricted to a specific day or portion thereof. The manager and employee should work collaboratively to flex the employee's schedule in a manner that satisfies the City's needs and also reschedules the employee's work to a time agreeable to the employee. The manager shall make the final determination. If an employee feels that a manager is not working collaboratively on flex scheduling, the employee may refer the matter to the Human Resources Director.

2) An employee should be informed about the need for a flex schedule with as much notice as is reasonably possible consistent with best practices.

3) No permanent change in work schedules are permitted under this provision.

4) No employee shall be put on a schedule that mandates the employee routinely stay late when there is no evening meeting, special event or occasional necessary work.

This Article shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.

During the term of this MOU, the City or the Union may meet and confer over the issue of overtime, flex time and exempt status designation.

16.05. Premium/Incentive Pay Application

All percentage-based premium/incentive pay, such as certification pay, etc., is applicable to paid work and leave taken hours, leave cash-out hours, and overtime hours, unless otherwise indicated in the respective articles or exception(s) listed below:

Premium	Straight-Time work	Leave Used	Overtime	Leave Cash-Out
Out-of-class (Article 16.06.a)	**Yes**	No	**Yes**	No

Premium	Straight-Time work	Leave Used	Overtime	Leave Cash-Out
Special assignment (Article 16.06.b)	**Yes**	No	**Yes**	No
Certification (Article 16.09)	**Yes**	**Yes**	**Yes**	**Yes**
Shift Differential (Article 16.17)	**Yes**	**Yes**	**Yes**	No
Trainer: CSO (Article 16.18)	**Yes**	**Yes**	**Yes**	No

All flat rate premium/incentive pay, such as bilingual, etc., is applicable when the employee is in paid status for at least a portion of the week. An employee on leave without pay for an entire week will not receive flat rate premium/incentive pay of that week, unless otherwise indicated in the respective articles or exception(s) listed below.

- Exception(s): Annual payment such as safety footwear and tool allowances.

For all premium/incentive pay requiring proof of attaining the requirements (e.g. certification, etc.), the employee shall receive the additional pay effective with the first pay period after the Human Resource Department receives the documentation, unless otherwise indicated in the respective articles.

16.06. Out-Of-Class Pay/Special Assignment

a) Out-of-Class Pay

Employees who are temporarily assigned to perform substantially all functions of a higher classification and work in such classification for 5 or more consecutive workdays shall be compensated at five percent (5%) above the employees' normal pay rate or the first step of the higher level classification, whichever is greater. Assignments may be made to employees who are capable of performing the work of the higher-level position whether or not they have attained a particular formal educational level or experience requirements. Such assignments will be assigned on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment and related compensation has been authorized in advance by the employee's manager or designee and has been processed by the Human

Resources Department. Out-of-class assignment pay shall not be paid for Paid Time Off, holidays, Paid Medical Leave or any other leave during the out-of-class assignment; nor, shall such leave days be considered a break in the out-of-class assignment.

Out-of-class assignments shall not be made in increments of less than 5 shifts solely for the purpose of avoiding out-of-class pay.

In accordance with Government Code 20480, out-of-class assignments to a vacant position are limited to 960 hours in a fiscal year. This limitation does not apply to a position that is temporarily available due to a leave of absence.

b) Special Assignment

The Department Director may authorize a temporary pay adjustment for an employee given a specific temporary special assignment clearly beyond the scope of their regular job description, or additional duties and responsibilities outside the employee's existing job description while also performing their regularly assigned responsibilities. Special Assignment Pay is intended to provide additional compensation for employees who are assigned, in writing, additional duties and responsibilities while also performing their regularly assigned responsibilities.

The request for Special Assignment Pay shall clearly state the additional duties and responsibilities of the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special Assignment Pay is five percent (5%) above the employee's regular rate of pay for the period of time in which the employee works in the assignment. The special assignment and related compensation may end at any time at the discretion of the Department Director. Special Assignment Pay is not reportable compensation to CalPERS.

The Department Director shall monitor the special assignment to ensure it is appropriately warranted.

Special Assignment Pay shall not be recommended or authorized unless the assignment will continue at least one (1) workday. Special Assignment Pay will not take effect retroactively. Special Assignment Pay will not be paid when an employee is on Paid Time Off, holidays, Paid Medical Leave or any other leave during the special assignment; nor, shall such leave days be considered a break in the special assignment. The Special Assignment Pay will be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the Department Director prior to the end of the original assignment end date. Special assignments may not exceed one calendar year.

16.07. Bilingual/Translator Pay

Employees are entitled to receive, in addition to their regular compensation, thirty-five dollars ($35.00) per week) for verbal Bilingual/Translator and an additional $11.15 per week for both verbal/written Bilingual/Translator skills if they meet the following criteria:

a) Certification by a provider contracted through the Department of Human Resource that the employee possesses the needed language skills at an acceptable skill level; and
b) Certification by the director of the department that the particular assignment of the employee involves need for the required skills on a regular and frequent basis.

Bilingual/Translator Pay shall not be paid if an employee is on unpaid leave for the full week. Bilingual/Translator Pay will not necessarily continue if the employee is transferred or promoted. Bilingual/Translator Pay is contingent on the employee consistently meeting the City's expectations for accuracy, completeness, clarity, and timeliness in translation duties. The City reserves the right to modify or discontinue translation duties if performance expectations are not met.

Qualifying languages are: Cantonese, Japanese, Mandarin, Sign Language, Spanish, Tagalog, Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the department director.

16.08. Hazardous Duty Pay

As of August 21, 2022, the previous 1.5% Hazardous Duty pay has been rolled into the base hourly rate for applicable job classifications. The job descriptions for those classifications include language that hazardous duty pay is included in the base pay.

16.09. Certification Pay

The City shall pay for training, acquisition, and maintenance of the certifications listed below.

Employees shall receive a total of 2.5% certification pay for the possession of one or more of these certifications as follows.

Job Code	Classification	Certification
7900	Water Pollution Control Operator-in-Training	Grade 1 or higher Operator's Certificate/California State Water Resources Board
5901	Water Pollution Control Operator 1	Grade 2 or higher Operator's Certificate/California State Water Resources Board

Job Code	Classification	Certification
5900	Water Pollution Control Operator 2	Grade 3 or higher Operator's Certificate/California State Water Resources Board
5751 5752	Senior Water Pollution Control Operator Principal Water Pollution Control Operator	Grade 4 or higher Operator's Certificate/California State Water Resources Board
5730	Principal Design & Construction Operator	Grade 4 or higher Operator's Certificate/California State Water Resources Board
5830 5820 5810	Water Distribution Worker Senior Water Distribution Worker Water Distribution Crew Leader	• Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association Or • Grade D3 or higher Water Distribution Operation Certificate from California State Water Resources Board
5753 5431	Cross Connection Control Specialist Recycled Water and Cross Connection Specialist	Grade D3 or higher Water Distribution Operation Certificate from California State Water Resources Board
5800	Water Distribution Supervisor	• Cross Connection Control Program Specialist from American Water Works Association Or • Grade D4 or higher Water Distribution Operation Certificate from California State Water Resources Board

Job Code	Classification	Certification
4100	Water Systems Operator	• Grade T2 or higher Water Treatment Operator Certificate issued by the California State Water Resources Board Or • Grade D3 or Higher Distribution Operator Certificate issued by the California State Water Resources Board Or • Backflow Tester Certification approved by the American Water Works Association Or • Cross-Connection Specialist Certification approved by the American Water Works Association
5850 5930 5920	Maintenance Worker 2 – Wastewater Collections Division only Senior Wastewater Collections Worker Wastewater Collections Crew Leader	Grade 2 or higher CWEA Collections System Maintenance
5910	Wastewater Collections Supervisor	Grade 3 or higher CWEA Collections System Maintenance
5400 5425	Water Pollution Control Plant Mechanic Senior Water Pollution Control Plant Mechanic	• Grade 2 or higher CWEA Plant Maintenance Mechanical Technologist Or • Grade 2 or higher CWEA Plant Maintenance Electrical/Instrumentation Technologist
5320 5651	Facilities Technician 3 Senior Building Services Leader	EPA Section 608 Technician Certification (Type II or Universal)

The first full pay period following receipt by the Department of Human Resources of a copy of the employee's certification (passing of exam and completing all other requirements, e.g. experience, time in class, etc.), the City shall begin payment of the certification pay.

In order for an employee to continue to receive certification pay, the certification must be current and valid. Prior to expiration of the current certification on file, a renewed or current/valid certification must be received by the Department of Human Resources in order to continue the certification pay. Should an employee fail to renew their certification by the expiration date, the certification pay shall cease beginning the first full pay period following the expiration of the existing certification.

16.10. Standby Duty and Compensation

Standby duty is defined as that circumstance which requires the employee so assigned to:

- Be ready to respond in a reasonable time to calls for service;
- Be readily available at all hours by telephone, or other communication devices, and
- Refrain from activities which might impair their assigned duties upon call.

Standby duty rotation shall be assigned by a management supervisor or designee in writing according to the following terms and conditions;

- Standby rotations and schedules shall be determined with as much advanced notice as practicable.
- The trading of standby rotation slots, days, or shifts may be allowed at supervisor's discretion, with advanced notice and notification to the proper dispatching agent.
- One shift of standby duty worked is defined as a period spent by an employee either standing by or working while on standby duty, lasting approximately 8 hours per day. Each standby duty rotation has a maximum of 3 paid shifts per day, and at no time shall 3 total paid shifts per day be exceeded, including situations that might arise from shift trades.
- An employee is not considered to be on standby duty during the time overlapping that employee's own regular hours (excepting holidays) or during a time that another employee on their regular hours is covering that Division's on-call duties.

Standby duty rotation shall be compensated according to the following rules:

- Basic Standby:

Shift Description	**Compensation**
Each shift	1 hour at the overtime rate
or	
Each shift on City observed holidays	1.5 hours at the overtime rate

- Bonus Standby – The following compensation is paid in addition to the Basic Standby:

Shift Description	**Compensation**
Completion of 14 consecutive shifts	3 hours at the overtime rate

- Bonus Weekend Standby – The following compensation is paid in addition to the Basic Standby:

Shift Description	Compensation
Completion of 3 consecutive shifts on a weekend (defined as the end of the employee's regular shift on Friday and the beginning of the employee's regular shift on Monday)	1 hour at the overtime rate
OR	
Standby on Saturday	1 hour at the overtime rate
Standby on Sunday	1 hour at the overtime rate

Standby hours shall be recorded on the employee's timecard with the "Standby" time type.

16.11. Call-Out Duty and Compensation

An employee who is assigned to standby duty pursuant to the Standby Duty and Compensation provisions of this Agreement, and is directed to return to work, shall be compensated beginning at the time employee receives the call, and ending at the time the actual city work is complete (travel time home is not payable under this policy), or by a minimum payment of 1.4 hours at the overtime rate. However, time allowed for travel from the time of the call to the work site shall not exceed any time limit established by a department or division for response time and standby eligibility provided that such time limit shall not be less than 30 minutes. For example, ESD water distribution currently requires that an employee on standby be able to respond to calls on location within 30 minutes; travel time for such an employee would be the lesser of actual travel time or 30 minutes.

If a new call-out is received prior to the completion of the previous call-out assignment, the new call-out will be considered a continuation of the previous call-out, and no additional minimum shall apply.

When assigned to standby duty on a City observed holiday, the call-out minimum shall be two (2) hours at the overtime rate.

Employees who do not return to work but who are contacted by telephone and are required to respond shall be paid a call out minimum of 30 minutes at the overtime rate, provided such calls occur between 11:00 p.m. and 4:00 a.m., or shall be paid for actual time worked at the overtime rate, whichever is greater. For calls that occur outside of the above referenced time period, employees shall be paid for the actual time worked at the overtime rate.

Call-Out hours shall be recorded on the employee's timecard with the "Call-Out" time type.

16.12. Call Back Pay

An employee who is not on standby duty pursuant to Article 16.10 Standby Duty and Compensation, and who has completed their work day and has left the work site and is ordered to return to duty following the employee's normal work day ("called back"), shall receive call back pay beginning at the time the employee begins responding to the call, which is generally the time of the call, and ending at the time the actual city work is completed (travel time home is not payable under this policy), or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

- The order to return to work occurs following the termination of the employee's normal work shift on the day the return is required,
- The return is necessitated by unanticipated work requirements, and
- The employee actually returns to work (i.e. defined as physically returning to work).

An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if they are again called back to work within two (2) hours of the previous call back.

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

Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate. Employees who are listed on a City emergency call list and who are called to respond in an emergency situation are deemed authorized by virtue of their inclusion on the emergency call list to respond directly to the emergency call and are not required to obtain additional authorization prior to either an over-the-phone, computer, or in-person response.

Call-Back hours shall be recorded on the employee's timecard with the "Call-Back" time type.

16.13. Court Pay

When scheduled and required by the City to appear in court on the employee's regularly scheduled day off, an employee shall modify their work schedule so that the City-related court duties occur during the employee's work time. In those situations where the work schedule cannot be modified, an employee shall receive a minimum of four (4) hours at the overtime rate if the court appearance occurs either during the employee's scheduled day off, or between shift duty for employees scheduled on the graveyard shift.

16.14. Emergency Overtime for Employees/Rest Period

If an employee is required to respond to an emergency call that requires them to work more than twelve hours within a twenty-four-hour period, the employee shall be entitled to an eight-hour rest period prior to returning to work. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

This section shall not apply to a declared disaster or period of emergency as determined by the City Manager.

16.15. Class A and B Driver's License Compensation

Employees who are required to possess and maintain a Class A or B California Driver's License shall receive $23.08 per week. Such payment shall not be made for any period of time when the employee's license is suspended or revoked, or the employee is determined to be unable to operate a commercial vehicle due to a lapsed DMV commercial driver medical clearance or as a result of removal from safety-sensitive functions by a medical review officer, due to a positive DOT-mandated drug or alcohol test. Employees will commence receiving this compensation the first full pay period following City receipt of DOT clearance.

16.16. License Reimbursement

Employees who are required by the City to maintain a Class A or B California Driver's License and who successfully renew their driver's license or acquire a new license upon starting a new assignment requiring a Class A or B Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in cost between such license and a California Class C Driver's License.

16.17. Shift Differentials

Employees regularly assigned to swing, or rotate shift (i.e. relief on day, swing or graveyard shifts [R1] or relief on swing and graveyard shifts [R2]) shall be compensated with a 5% differential. Shift differentials will continue when employee is on paid leave. Effective the later of July 5, 2026 or the first full pay period following ratification and approval of a successor agreement, Employees regularly assigned to graveyard shift shall be compensated with a 10% differential.

The graveyard shift is defined as any shift beginning between 6:00 p.m. and 12:00 midnight.
The swing shift is defined as any shift beginning between 11:00 a.m. and 5:59 p.m.

16.18. Trainer Compensation

An employee in the classification of Community Service Officer (CSO) who is selected and designated by the Department of Public Safety Management as a CSO Training Officer shall be compensated with a five percent (5%) differential. A maximum of two (2) CSOs shall be selected and designated as CSO Training Officers at any one time, and receive the trainer compensation.

The selection, designation, and un-designation of CSO Training Officer shall be based upon operational need by the Department of Public Safety Management.

16.19. Safety Footwear

Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. The Human Resources Department shall maintain the listing of eligible classifications/positions, and shall post the list on the City's intranet site. If an employee's manager determines that an employee who is not on the list should have safety footwear, the manager shall provide the information to the Human Resources Department, and if the Risk Manager approves, the employee shall promptly be added to the list.

The maximum allowance shall be two hundred and seventy-five dollars ($275.00), and may be used for more than one pair of safety footwear. This amount shall be adjusted annually based on changes in the Consumer Price Index (CPI-U) for the San Francisco Bay Area (San Francisco-Oakland-Hayward) as reported in April of each year.

The allowance shall be paid at the first full pay period following ratification and approval of a successor agreement or end of the first full pay period in July, whichever comes later, and the end of the first full pay period in July of each year thereafter to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any safety footwear allowance for the new fiscal year.

16.20. Tool Allowance

The following classifications shall receive a tool allowance of $450 per fiscal year:

- Golf Course Equipment Mechanic,
- Lead Equipment Mechanic,
- Equipment Mechanic,
- Equipment Mechanic-In-Training, and
- Fleet Services Coordinator.

This amount may be adjusted annually based on changes in the Consumer Price Index (CPI-U) for the San Francisco Bay Area (San Francisco-Oakland-Hayward) as reported in April of each year. Such allowance represents the full compensation for tools, including replacement of lost or broken tools except that verified losses which would be subject of the City's property damage coverage such as losses from fire, break-in and/or theft, and vandalism are excluded from this limitation.

The allowance shall be paid at the first full pay period following ratification and approval of a successor agreement or end of the first full pay period in July, whichever comes later, and the end of the first full pay period in July of each year thereafter to those active employees in the classifications listed above, or for employees hired after that time, during the first full pay period of employment. Should an employee use accrued available leave time to extend the date of separation or retirement, and should the utilization of leave time cross July 1, the employee shall not receive any tool allowance for the new fiscal year.

This provision does not apply to Water Pollution Control Plant Mechanics. The City shall provide a minimum set of tools for each of the employees in the classifications of Plant Mechanic and Senior Plant Mechanic employed at the Water Pollution Control Plant.

Article 17 Insurance Plans

The City shall continue to provide group medical, dental, vision, life/AD&D, long term disability insurance plans, and the employee assistance program. Any health plans for which the City contracts directly with the provider, prior to changing the provider or the level of benefits, the City shall first give the Union the opportunity to meet and agree concerning such changes.

17.01. Medical and Cafeteria Plan Contributions

a) The City provides a combined monthly contribution that is divided between medical insurance and a cafeteria plan. The City contribution is 85% of the combined average local premium for Blue Shield Access+ HMO and Kaiser HMO, plus 2-party coverage of vision. The total contribution is calculated each year using the steps below.

<u>Step 1: Determine the Base Contribution Amount</u>

1) Identify the monthly family premium for:
   - Blue Shield Access+ HMO (CalPERS Region 1), and
   - Kaiser HMO (CalPERS Region 1)
2) Calculate the average of these two premiums.
3) Multiply the average by 85%.

This amount is the total City contribution before adjustments.

Example (2026):

Kaiser:	$3,039.04 per month
Blue Shield:	$3,385.07 per month
Average:	$3,212.06 per month
85% of average:	$2,730.24 per month

Step 2: Split Between Medical and Cafeteria Contributions

Divide the total contribution from Step 1 as follows:

- 49% Medical Contribution
- 51% Cafeteria Plan Contribution

Example (2026):

49% Medical:	$1,337.82 per month
51% Cafeteria:	$1,392.42 per month
Total:	$2,730.24 per month

Step 3: Apply the Medical Contribution Cap

1) The medical contribution shall not increase more than 5% per year.
2) If the calculated medical contribution exceeds this limit:
   - Reduce the medical contribution to the 5% cap.
   - Add the excess amount to the cafeteria contribution.

Example (2026):

Medical (capped):	$1,221.60 per month
Cafeteria (adjusted):	$1,508.64 per month
Total remains:	$2,730.24 per month

Step 4: Add Vision Plan Contribution

Add the monthly premium of the vision core plan at the 'employee + 1 dependent' coverage level to the cafeteria contribution. This produces the final total City contribution.

Example (2026):

Medical:	$1,221.60 per month
Cafeteria (including vision):	$1,521.44 per month
Final Total:	**$2,743.04 per month**

b) Use of Medical and Cafeteria Plan Contributions:
   1) City medical contribution can be used for medical plan premium only.
   2) City cafeteria plan contribution can be used for the following benefits:
      - Medical plan premiums,

- Dental core plan premiums, and/or
- Vision core plan premiums.

3) Restrictions: City's cafeteria plan contributions cannot be used to purchase the following, and premiums will be paid by employees:
   - Dental plan buy-up premiums,
   - Vision plan buy-up premiums, or
   - Supplemental life/AD&D insurance.
4) Unused medical or cafeteria plan funds are not paid out in cash.

c) Payroll Timing: City contributions and employee premium deductions will be processed twice per month, not bi-weekly.

17.02. Dental Insurance

Dental insurance shall be provided for employees and eligible family members. The City shall provide employees with a Dental Preferred Provider Organization (PPO) plan. Other plans may be offered at the City's discretion.

Dental insurance is available for enrollment the month following an employee's date of hire.

17.03. Vision Insurance

Vision insurance shall be provided for employees and eligible family members. A portion of the vision premium is included in the cafeteria plan contribution, explained in Step 4 of Article 17.01 Medical and Cafeteria Plan Contributions.

17.04. Employee Assistance Program

The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

17.05. Registered Domestic Partners

SEA/IFPTE Local 21 and the City shall comply with State and Federal law regarding the provision of Registered Domestic Partner benefits.

17.06. Life/AD&D and Long-Term Disability Insurance

The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's annual base salary, up to a maximum coverage of $175,000.

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

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

Current employees, who did not purchase supplemental Life/AD&D insurance at the time of hire, may purchase supplemental Life/AD&D insurance during open enrollment in an amount as provided in the above paragraph, subject to approval by the carrier.

The City shall also provide Long Term Disability insurance that provides 67% of the employee's annual base salary to a maximum of $11,000 per month of paid benefits, subject to the terms of the contract with the carrier.

Article 18 Pre-Tax Benefit/Arrangement

18.01. Dependent Care

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

18.02. Health Care Reimbursement Account

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 125 that provides an option for employees to pay for health care expenses on a pre-tax basis.

18.03. Commuter Transportation Benefit

The City shall provide a plan in accordance with the Internal Revenue Code Section 132(f) that provides an option for employees to pay for qualified work-related transportation expenses for mass transit, van pools, and parking on a pre-tax basis. The monthly election limit is regulated by the IRS. This benefit shall be cost neutral to the City.

Article 19 Leaves

Detailed procedures and applications of leave benefits are fully described in the Administrative Policy Chapter 3, Article 24 Leaves.

19.01. Paid Time Off

a) Definition

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

b) Accrual

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

c) Accrual Rates

- Employees shall accrue PTO each pay period in relation to their years of continuous service.
- Accruals carry over from one plan year to the next.
- For new hires, the City Manager may authorize a higher accrual rate within the PTO accrual table.

The Accrual rates are listed below:

Years of Service	Accrual Rate – Hours per Pay Period	Accrual Rate – Hours Per Year
0 to 1	5.5	143
1+ to 5	6.5	169
5+ to 10	8.0	208
10+ to 17	9.5	247
17+ to 25	10.5	273
25 or more	11.0	286

d) PTO Accrual Cap

An employee may accrue up to 885 hours of PTO. An employee will no longer accrue PTO once the employee reaches the 885 hours cap until the employee uses PTO to reduce the employee's leave balance, or the employee cashes out PTO time as provided in this Article.

e) Scheduling PTO

Employees use 8 hours of PTO leave to take a full day of leave on a 40-hour schedule. An employee on an alternative work schedule shall use the number of hours relevant to the alternative work schedule to take a full day of leave. An employee may take scheduled or

non-scheduled PTO in increments of less than one full day. PTO may be taken in either of two methods, scheduled and non-scheduled, as follows:

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

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

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

3) Return to Work Following Illness or Injury
   The City may require, with approval by the Human Resources Director or the Director's designee, a return-to-work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive days.

f) PTO Cash-Out
Each employee in a classification represented by SEA/IFPTE Local 21 shall be required to submit an irrevocable election form in the preceding calendar year specifying the number of hours of Paid Time Off that the employee will irrevocably elect to cash out in the following calendar year.

The parties agree to meet and discuss an IRS qualifying exception for cases of extreme hardship.

One time each year, each employee may cash out accrued PTO on the last pay day in October.

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

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

g) PTO Compensation at Separation

An employee will be paid for all PTO hours in the employee's leave bank upon separation. The PTO will be paid at the employee's base pay rate at the time of separation. An employee, at the employee's option and with City Manager approval, may use accrued available PTO to extend the date of separation or retirement within the same calendar year.

19.02. Holiday Leave

Holidays for employees include:

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

Holiday leave is taken in full day (8-hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day (see Exhibit B, Example C). To receive Holiday Leave, employees need to be in paid status for the full scheduled work day before and after the holiday.

a) City Events and Special Services on Holidays

For holidays observed by the City, employees required to work due to City events or special services (i.e. special events, cooling centers) shall be assigned to work the holiday by first asking for volunteers and then by filling the remaining needed assignments by rotating equally among all qualified employees within the applicable workgroup.

b) Holidays and Alternate Work Schedule

Holiday leave is for eight hours per holiday. When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and their normal workday by working the

additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (See Exhibit B, Example C)

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. Any remaining floating holiday balance will be automatically cashed out at the end of each plan year. (See Exhibit B, Example D)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (see Exhibit B, Example D).

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (See Exhibit B, Example E)

c) Holiday Pay When Shift Extends Beyond Actual Holiday

When an employee's regularly scheduled shift commences on or includes any portion of a recognized holiday, the employee shall receive the eight (8) hour holiday benefit.

d) Floating Holidays

Employees shall be credited with thirty (30) hours of floating holiday leave on January 1 of each year and available for use until the last pay period is processed in the same year.

Newly hired employees or employees transferred from another bargaining unit shall be credited with a pro-rata share of floating holiday hours, based upon the proportion of the calendar year remaining after their date of hire/transfer.

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

Unused floating holiday leave at the end of the plan year will be mandatorily cashed out.

Employees separating City employment shall have their allotment of floating holiday leave for that year prorated based upon their date of separation. A separating employee shall have the remaining pro-rated balance of floating holiday paid on their final paycheck.

19.03. Bereavement Leave

Employee shall be entitled to bereavement leave with pay in an amount not to exceed forty (40) work hours for each death occurring to a person on the list below. Employees who work schedules of more than eight (8) hours per day shall be entitled to five (5) full workdays off for bereavement purposes, with a maximum of forty (40) hours paid as bereavement leave. Any bereavement leave taken beyond forty (40) hours over the five (5) days may be charged to the employee's available PTO or taken as unpaid leave.

To qualify for bereavement leave, the death must occur to:

- an employee's spouse or registered domestic partner, parents, step-parents, children, siblings, grandparents, great-grandparents, grandchildren, or great-grandchildren; or
- the parents, step-parents, children, siblings, grandparents, great-grandparents, grandchildren, or great-grandchildren of an employee's spouse or registered domestic partner; or
- an individual that the employee or spouse has legal guardianship over.

A death certificate is sufficient to demonstrate qualification for bereavement leave for any relationship.

Except as provided herein, all bereavement leave must be used within twelve (12) calendar months of the date of the eligible incident, and in increments of one (1) day.

The department director may approve requests for leave usage in less than full day increments; provided that the decision on such usage is not grieveable.

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

19.04. Jury Leave

An employee is entitled to jury leave subject to conditions and limitations contained in the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

19.05. Military Leave

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws, and the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

19.06. Paid Medical Leave (PML) and State Disability Insurance (SDI)

a) Paid Medical Leave

Employees may be authorized up to forty (40) hours of non-accrued interim PML (PML) for illness or injury during the first year of service. After completion of 1 year of service, interim PML shall terminate, including any unused amount. The total allowable interim PML for employees for work-related and non-work related illness/injury combined is forty (40) hours during the first year of employment.

After completion of 1 year of service, employees shall be required to use accrued/banked paid leave for the first 120 hours of any absence for the illness or injury. Following the employee's use of accrued/banked paid leave for the first 120 hours, the City will cover the remaining time period in PML for the same illness or injury for the employee up to 90 calendar days of paid leave for the same illness or injury. After 90 calendar days, the employee shall be eligible to apply for Long Term Disability coverage provided pursuant to the City's insurance policy.

b) State Disability Insurance (SDI)

As soon as administratively feasible, the City agrees to contract for and participate in the California State Disability Insurance (SDI) program, including Paid Family Leave (PFL). These benefits are administered by the California Employment Development Department (EDD) and funded through employee payroll contributions. The City shall deduct employee contributions from eligible wages and remit such contributions in accordance with applicable state statutes and regulations. When eligible, Employees are responsible for timely application for SDI and PFL benefits with the California EDD (edd.ca.gov). Eligible employees shall receive SDI and PFL benefits pursuant to the terms and conditions established by the EDD. Employees should refer to the EDD website for information regarding qualifying leaves for SDI coverage for disability and paid family leave.

Coordination with Paid Medical Leave (PML)

City's Paid Medical Leave (PML) program will continue until the later of January 1, 2028 or 1 year after the start of SDI payroll deductions, at which time SDI benefits will fully replace the PML program. If an employee is on an approved leave using PML at the time they become eligible for SDI, the employee must submit an application for SDI. Upon approval of SDI benefits, PML benefits will be discontinued, and the employee will transition to SDI benefits.

Under no circumstances may an employee receive both PML and SDI benefits at the same time for the same leave period.

Employees will be authorized up to one hundred and twenty (120) hours of non-accrued supplemental paid leave each year, and such leave can be used while on SDI/PFL as coordinated with Human Resources. This balance of available paid leave hours will be

replenished at the start of each calendar year. Any unused hours will terminate at the end of each calendar year or at time of separation.

If an employee is not approved for SDI/PFL but has used 120 hours of protected leave, the employee is eligible for the 120 hours of supplemental leave as described above.

Employees can also use available PTO accruals during any waiting period for benefits or to integrate with claim benefits.

No Duplication of Benefits:
In no event shall an employee receive compensation in excess of one hundred percent (100%) of their regular base salary through a combination of SDI, PFL, City-paid benefits, and/or accrued leave usage.

Administration:
The City may establish reasonable administrative procedures to implement and coordinate SDI and PFL benefits, including requirements for documentation and benefit verification.

Employees shall cooperate with such procedures as a condition of receiving supplemental benefits.

19.07. Compensatory Time Off

An employee may select compensatory time off (CTO) in lieu of cash compensation for overtime required to be worked under Article 16.04 Overtime.

Compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.

At any given time, an employee may not have a current CTO accrual balance of more than one hundred (100) hours.

An employee will be paid for all remaining balance of CTO upon separation.

Employee must submit an irrevocable election form in the preceding calendar year specifying the number of compensatory time hours that they will irrevocably elect to cash out in the following calendar year to be eligible to cash-out any compensatory time hours in the following calendar year. Compensatory time hours may then be cashed out in the following calendar year so long as there are sufficient available banked compensatory time hours at the time of the subsequent cash-out request. Cash out will be paid on the last pay day in October.

19.08. Accrued/Bank Leave usage

All accrued/banked leave (including, for example, but not limited: Paid Time Off, Compensatory Time Off, Floating Holiday) may be used by an employee for scheduled and unscheduled time off, consistent with the department and administrative policies for approval process.

19.09. Workers' Compensation Benefits

a) Salary Continuation
Employees unable to work due to a qualified work-related injury shall be placed on workers' compensation leave (WC leave). During the first 60 days of such leave, employees will be entitled to receive their regular salary through the City's salary continuation program. The taxation and CalPERS reportability of workers' compensation earnings and salary continuation, if any, are subject to the Internal Revenue Services (IRS) regulations and Public Employees' Retirement Law (PERL). During this salary continuation period, employees shall receive the same benefits, service credit and seniority rights as they would if working. This salary continuation benefit is only available to employees who have completed 1 year of service.

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

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

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

e) Health Benefits
During the first 90 days of WC leave, health coverage continues in the same manner as they are while the employee is working. After 90 days off work, employees shall apply for LTD insurance. Continuation of health coverage will be applied in accordance with the Administrative Policy Chapter 3, Article 24 Leaves, Section 5 Unpaid Leave.

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

19.10. City-Wide Employee Emergency Leave Relief Fund

An employee (donor) may donate PTO to another City employee (recipient), consistent with the City-Wide Employee Emergency Relief Fund Program. The specific application of this program is set forth by the applicable provisions in the City's Salary Resolution.

Article 20 Additional Benefits

20.01. Tuition Reimbursement

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy Chapter 3 Article 38 Tuition Reimbursement Program, and shall be limited to a maximum reimbursement of $1,500 per employee per fiscal year. Such reimbursement shall be provided according to the following criteria:

a) Courses, certificates or course taken towards a degree program directly related to present position or directly related to potential promotional position are reimbursable at 100% of the course cost.

b) Courses required for an Associate, Bachelor or Graduate degree program unrelated to the employee's present or potential promotional position are reimbursable at 50% of the course cost

No reduction of City services will result due to the tuition reimbursement program.

20.02. Jackets-Water Pollution Control

It is agreed that the City will provide 2 insulated wind breaker-type jackets with a zipper front for employees in the Water Pollution Control Operator series and the Water Pollution Control Plant Maintenance Mechanic series. It is further understood that the employees will leave the jackets at the Water Pollution Control Plant when they are off duty.

20.03. Testing for City Vacancies

Any employee represented by SEA/IFPTE Local 21, 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 of the testing process. Each employee is allowed to exercise this prerogative twice per year, with as much advance notice to their supervisor as possible. Employees who wish to participate in more than two testing processes shall be allowed to do so but shall be required to use accrued leave or take time off without pay to participate in the process.

20.04. Direct Deposit

An employee may directly deposit all or a portion of their net pay to a bank of their choice via direct electronic paycheck deposit in accordance with the procedures set forth in the City's Administrative Policy Chapter 4 Article 6 Payroll Policy.

20.05. Reimbursement Procedures

If either the City or an employee finds an overpayment has occurred, for whatever reason, it is the responsibility of the person discovering the error to bring it to the attention of the other party immediately. The overpayment may be reimbursed over the same amount of time that the overpayment occurred, up to the maximum of one year.

Any employee who receives an amount annually that is designated for work-related attire or equipment that is individual-specific and not capable of being transferred to another employee, and who, having expended the amount received and acquiring and using the item, terminates employment, is not required to reimburse the City a pro-rata amount for the attire or equipment. Unexpended amounts are subject to return upon termination of employment.

20.06. Reporting of Special Compensation - Uniforms

Classifications who are required by the City to wear a uniform shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is

a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as "special compensation" as required by CalPERS procedures for employees in tier 1 and tier 2 as defined in Article 15 Retirement. The amount, not to exceed $550 per fiscal year.

The biweekly value of uniform allowance is $21.15.

Historical uniform values (biweekly):

- Effective and prior to July 1, 2013: $15.98
- Effective July 1, 2013: $16.36
- Effective July 1, 2014: $16.82
- Effective July 1, 2015: $17.22
- Effective July 1, 2016: $17.68
- Effective July 1, 2017: $18.35
- Effective July 1, 2018: $18.94
- Effective July 1, 2019: $19.70
- Effective July 1, 2020: $19.92
- Effective July 1, 2021: $20.68
- Effective July 1, 2022: $21.15

Article 21 Water Pollution Control Plant ("WPCP") Shift Schedule and Shift Bids

21.01. Eligibility for 12-Hour Schedule

The following classifications may be assigned to 12-hour shift schedules:

- Water Pollution Control Operator-in-Training, Water Pollution Control Operator 1, Water Pollution Control Operator 2, Senior Water Pollution Control Operator, and Principal Water Pollution Control Operator.
- In accordance with the terms and conditions specified in the MOU between the parties, Management may assign staff to any shift for coverage, training or operational reasons.

21.02. 12-Hour Shift Schedule

a) Definitions: For purposes of the 12-hour shift, the following definitions apply:

1) 12-Hour Shift Schedule:
   The 12-hour shift schedule has four shifts: Days 1, Days 2, Graves 1, and Graves 2. When openings occur, Operators will be assigned to one of these shifts.

2) Days 1 Shift:
   - This shift works Monday, Tuesday, Friday and Saturday of the first week of the pay period; and Sunday, Wednesday and Thursday of the second week of the pay period (note the workweek is split during the Saturday shift).
   - On Saturday (the Short Shift) of the first workweek, the Operator assigned the short shift will start later (1000 hours instead of 0600), to maintain the split pay-period with 40 hours in each workweek.
   - The workweek starts at 1400 hours on Saturday and ends the following Saturday at 1359 hours.
   - Operators work six 12-hour (normal) shifts and one 8-hour (short) shift. Shifts typically start at 0600 hours and end at 1800 hours.
   - The short shifts are staggered for all staff assigned to the Day 2 shift to maximize WPCP staffing.

3) Days 2 Shift:
   - This shift works Sunday, Wednesday and Thursday in the first week of a pay period; and Monday, Tuesday, Friday and Saturday in the second week of the pay period (note the workweek is split during the Saturday shift).
   - On Saturday (the Short Shift) of the second workweek, the Operator assigned the short shift will start later (1000 hours instead of 0600), to maintain the split pay period with 40 hours in each workweek.
   - The workweek starts at 1400 hours on Saturday and ends the following Saturday at 1359 hours.
   - Operators work six 12-hour (normal) shifts and one 8-hour (short) shift. Shifts typically start at 0600 hours and end at 1800 hours.
   - The short shifts are staggered for all staff assigned to the Day II shift to maximize WPCP staffing.

4) Graves 1 Shift:
   - This shift works Monday, Tuesday, Friday and Saturday in the first week of a pay period; and Sunday, Wednesday and Thursday of the second week of a pay period (note the workweek is split during the Saturday shift).
   - On Saturday (the Short Shift) in the first work week, the Operator assigned the short shift will start later (2200 hours instead of 1800), to maintain the split pay-period with 40 hours in each workweek.
   - The workweek starts at 0200 hours on Sunday and ends the following Sunday at 0159 hours.

- Operators work six 12-hour (normal) shifts and one 8-hour (short) shift. Shifts typically start at 1800 hours and end at 0600 hours.
- The short shifts are staggered for all members on shift to maintain the greatest amount of coverage for each shift.

5) Graves 2 Shift:
   - This shift works Sunday, Wednesday and Thursday in the first week; and Monday, Tuesday, Friday and Saturday in the second week of the pay period (note the workweek is split during the Saturday shift)
   - On Saturday (the Short Shift) of the second workweek, the Operator assigned the short shift will start later (1000 hours instead of 0600), to maintain the split pay-period with 40 hours in each workweek.
   - The workweek starts at 0200 hours on Sunday morning and ends the following Sunday at 0159 hours.
   - Operators work six 12-hour (normal) shifts and one 8-hour (short) shift. Shifts typically start at 1800 hours and end at 0600 hours
   - The short shifts are staggered for all members on shift to maintain the greatest amount of coverage for each shift.

   Note for Grave Shifts:
   The practice of moving the short shift forward one shift every 28 days will continue. This practice may require employees to work an additional four (4) hours or take four hours of paid leave every eight (8) pay periods to ensure 40 hours of work within the workweek. The City will continue to evaluate the effectiveness of this schedule change.

6) Normal Shift: 12 hours of work in a 24-hour workday.

7) Short Shift: 8 hours of work in a 24-hour workday. This shift is used to maintain a split pay period to ensure 40 hours are worked in each week.

8) Shift Bid: When an opening on any one or more of the 12-hour shifts occurs, shift bidding will be offered to all qualified employees in the classification with the opening. Management will make efforts to accommodate staff's desired shift selection, however coverage and operational need take precedent. Any conflicts in shift selection shall be resolved by time in a group. After a 10-day shift bidding period, the window for submitting a shift bid will close and the transition period will begin. The City shall provide a minimum of 14-calendar day notice to Operators of any shift/schedule change.

   Time in group is defined as:

- Water Pollution Control Operator-in-Training, 1, and 2 are in the same group.
- Senior Water Pollution Control Operator is a separate group.
- Principal Water Pollution Control Operator is a separate group.

9) Vacation Bid: Bidding will be conducted based on time in a group same as the definition in the Shift Bid section.

10) Work Week: A workweek is a period of seven consecutive 24-hour days as defined in Article 21.02.a (2)-(5) above.

11) Pay Period: Two consecutive workweeks as defined by the City's Payroll Policy.

12) Workday: A workday for Operators varies based on the shift type (Day versus Grave) and the shift length (12 hours, 8 hours, 8 hours with a late start) and is indicated in the table below:

Shift Name	Normal 12-Hour Shift	Short Shift	Short Shift – Late Start
Days 1 & Days 2	0600-1800	0600-1400	1000-1800
Grave 1 & Graves 2	1800-0600	1800-0200	2200-0600

21.03. Meal Break and Rest Period

Operators working a 12-hour shift schedule will receive two paid 15-minute breaks per shift, before and after a paid lunch break of 30 minutes. Operators are required to immediately respond to alarms and other operational items even if they are on break or lunch. If an Operator responds during a break or lunch, they will be afforded time post-response to make up the full 15-minute break or 30-minute lunch break to compensate for the response.

21.04. Overtime

Operators shall be paid at a rate not less than time and one-half their regular rate of pay for all hours worked over 40 in a workweek.

21.05. Holdovers

Operators working a 12-hour shift may be held over on an overtime assignment up to an additional 4 hours. When Operators are held over, they will be provided an additional 30-minute paid meal break. Holdovers will be assigned at the discretion of the operations supervisor.
Except in the event of an emergency, the maximum number of hours an Operator may work in any 24-hour period is 16 hours

21.06. Holidays

Holidays are paid eight hours pursuant to the provisions of Article 19.02 of the MOU, regardless of assigned shift.

21.07. Changes to or Termination of 12-Hour Shift Schedules

A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel as described in Article 21.01 Eligibility for 12-Hour Schedule upon approval of two-thirds (2/3) of the work group, the Department Director and the City Manager.

The parties agree that the City may terminate 12-hour schedules at any time, for any reason, by giving the union twenty-one (21) calendar days' notice; or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to the City.

Article 22 Working Conditions

22.01. Work Schedules

Individual departments or divisions must adhere to City-wide policies for non-shift personnel. These departments and divisions may not adopt or impose processes or procedures concerning work schedules, other than those related to business necessity and/or job-site safety, which are more stringent than those set forth in City-wide rules and regulations, unless the process or procedure was subject to SEA/IFPTE Local 21 comment before adoption.

An employee(s) may request an alternative work schedule(s) based on the guidelines found in the City's Administrative Policy Chapter 3, Article 39 Work Schedules Policy.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost-effective public service.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

<u>Daylight Savings: 24-Hour Operations:</u>
Employees assigned to twenty-four (24) hour works schedules shall be compensated as follows when a scheduled shift is affected by the transition to or from Daylight Saving Time:

Fall-Back:
When the clocks are set back and the scheduled shift is extended by one (1) hour, the employee shall receive one (1) additional hour of compensation at the applicable regular or overtime rate.

Spring Forward:
When clocks are set forward and the scheduled shift is reduced by one (1) hour, the employee shall work one (1) fewer hour and shall receive straight-time compensation for the regularly scheduled shift, with an option to make up the lost hour at the discretion of the supervisor. Employees may utilize PTO to make up the lost hour.

22.02. Promotional Exams

The department with an opening shall have the ability to interview and to appoint from among all of the applicants on the Eligible List consistent with the City's applicable Civil Service Rules. The department may interview as many or as few candidates on the eligible list as it desires.

When the City conducts a City-wide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA/IFPTE Local 21 employees who are within the top five candidates on the eligible list.

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

22.03. Reclassification

An employee may submit a request for a reclassification of their job to the Department of Human Resources and to their supervisor between February 1st and March 15th of each year.

Such request shall be processed through the employee's department and submitted to the Department of Human Resources.

Human Resources may decline a request for a study that has been previously reviewed within the past 24 months, unless the employee justifies such new request.

All reclassification submissions and notifications must comply with the timetable indicated below:

- Reclassification Requests: Request submitted between February 1st and March 15th
- Final Filing Date for Department to submit to Human Resources: March 31st of same year
- Final Date for Written Notifications Declining Requests: No later than June 30th of the same year
- Completion Date: 9 months after submission date of request

Once the study is completed, if the City denies the reclassification of the employee's job, then the City shall give the employee the reasons for the denial in writing.

Once the study is completed, if the City reclassifies the job, and the employee who submitted the request was eligible to be promoted when the request was filed, the employee shall be appointed to the new position effective the first day of the pay period following the pay period in which the reclassification study was completed and approved. Upon completion of the study, if the employee is not eligible to be promoted, then the appointment shall be effective when the employee becomes eligible.

Change in status will not be implemented retroactively.

An employee who is receiving out-of-class compensation is not eligible to submit a reclassification request for the duration of the out-of-class assignment.

22.04. Reduction In Force

If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City's Administrative Policy related to Reduction in Force, consistent with the following concepts:

a) Seniority: Seniority is determined by total pay periods of service with the City, regardless of classification in which employed.

b) Bumping: Employees identified for layoff shall have bumping rights to their current or previously held classification within the Unit based on seniority as defined above.

   Employees wishing to bump must exercise these rights within seven (7) calendar days after receiving written notification of the layoff, otherwise the bumping rights shall automatically terminate.

   Employees must meet the minimum qualifications for the classification and possess the knowledge, skills, and abilities to perform the duties and responsibilities of the specific position.

When the City determines that it must implement a reduction-in-force that affects employees in the Unit, the City shall give the Union reasonable advance notice.

Notice to the employee shall be in writing thirty (30) calendar days prior to the effective date of the layoff.

22.05. Health and Safety

City will send the Union a copy of the minutes of the City Safety Committee after each meeting.

City shall make available applicable Material Data Safety Sheet available to affected employees, and provide training so employees will be able to read and interpret these data sheets as required by CalOSHA.

An employee designated by the Union shall be a member of the City-wide Safety Committee, if the Union so designates.

22.06. Job Sharing

If requested, the City and the Union shall meet and confer to discuss and implement a job-sharing program. The Union understands such discussions may have an impact on another City represented bargaining unit and those unit representatives may need to be consulted prior to any program implementation.

22.07. Job-Related Work

Employees shall not be required to do job-related work during break periods. "Job-related work" includes any work set forth in a job description, stated as a component part of a job evaluation, or any work directed to be done by a supervisor or manager.

22.08. Grievance Procedure

a) Definitions

Grievance: A grievance is an alleged misapplication of a specific provision of this MOU, or of a specific provision of the Administrative Policy Manual, City Ordinance, or City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely effects the grievant. The content of Employee Performance Audits or disciplinary actions are only appealable as provided in Article 22.09 Disciplinary Appeal Procedure.

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, ordinance or code 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.

Grievant: A grievant is an employee, a group of employees or the Union. A grievant may file a grievance as defined above. Alleged misapplications which affected 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.

Workday for this section is defined as Monday through Friday exclusive of holidays.

b) Process

1) Unwritten Grievance: The grievant shall orally discuss the grievance with their immediate supervisor in an attempt to resolve the grievance.

The 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

Level 1: If the grievant is not satisfied with the resolution proposed at the unwritten level, the grievant may, within thirty (30) calendar days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, file a formal written grievance with their program manager on a form prepared and supplied by the City. The program manager shall, within seven (7) workdays from the receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

Level 2: If the grievant is not satisfied with the written response from their program manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the division-level manager. Within seven (7) workdays of receipt of the written appeal, such manager shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant on the original form.

Level 3: If the grievant is not satisfied with the written response from their division-level manager, the grievant may, within seven (7) workdays from the receipt of the response, appeal the grievance to the Department Director. Within seven (7) workdays of receipt of the written appeal, the Department Director 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.

Level 4: If the grievant is not satisfied with the written response from the Department Director, the grievant may, within seven (7) workdays from the receipt of the response, file a written appeal to the City Manager or designee. Within ten (10) workdays 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 answer shall be final and binding, except as provided in Article 22.11 - Arbitration.

c) General Provisions

The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.

If a grievant fails to carry their grievance forward to the next level within the prescribed time period, the grievance shall be considered settled.

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.

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.

The grievant may be represented by a person of their choice at any formal level of this procedure.

Formal levels may be waived by mutual written consent of the parties.

If the grievant is not represented by the Union, the Union 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 Union to state its position for the record. If the Union does not provide a written response within seven (7) workdays after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Union's position prior to settlement of the grievance.

By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

d) Grievance Representative

There shall be a reasonable number of Grievance Representatives in this Unit.

At the request of the grievant, the grievant may be represented by a Grievance Representative.
In instances where the designated Grievance Representative is unable to represent a grievant, the President shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

Both the Grievance Representative and either the Union President or Vice-President will be allowed to represent at Level 2 or higher.

A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.

A Grievance Representative desiring to leave their work location to process a grievance shall first obtain permission from their immediate supervisor. Release from work shall be made as soon as practical.

A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.

The Union agrees that whenever a Grievance Representative is involved in grievance activities listed in this Section during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

The Union shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.

Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

22.09. Disciplinary Appeal Procedure

If an employee is to be suspended, demoted, dismissed or have their salary reduced, the employee shall:

- Receive written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action is based;
- Receive copies of any known written materials, reports or other documents upon which the action is based;

- Be accorded the right to respond in writing within a reasonable period of time to the proposed charges;
- Also, be accorded the right to meet within a reasonable period of time with a manager who has the authority to recommend modification or elimination of the proposed disciplinary action; and
- The employee shall be given the manager's written decision within a reasonable period of time.

Employees holding a regular appointment who are suspended, demoted, reclassified, dismissed or have a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the Administrative Procedure for Disciplinary Appeal :

- A written request to the Board must be filed through the Department of Human Resources within fourteen (14) calendar days from the effective date of the action from which the employee seeks exception.
- Within thirty (30) calendar days after the proper filing of written request for a hearing, the Personnel Board shall schedule a hearing following any review of the action and complaint deemed necessary.
- The hearing before the Personnel Board may be public or private at the option of the employee, and the employee may be represented by legal or other council; however, the hearing shall be informal in substance and the rules of evidence prescribed for duly constituted courts shall not apply.
- The Personnel Board shall, within fourteen (14) calendar days of the aforementioned hearing, render its decision in writing, and the Secretary shall direct copies thereof to the City Manager, the City Clerk and the employee requesting said hearing.
- The decision of the Personnel Board may sustain, revoke, or modify the reclassification, suspension, demotion, salary reduction or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal except as allowed by law.
- In the event the Personnel Board revokes or modifies a reclassification, suspension, demotion, salary reduction or dismissal and orders the employee reinstated to the former position, it may direct the payment of salary to the employee for the period of time the Personnel Board finds the suspension, reclassification, demotion, salary reduction or dismissal was improperly in effect.
- Discipline shall only be taken for just cause.

22.10. Selection Appeal Procedure

A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about strengths and weaknesses for future opportunities within the City.

22.11. Arbitration

If a grievance has been properly processed through Article 22.8 - Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Union, may appeal the grievance to Arbitration.

To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of Article 22.8 - Grievance Procedure.

The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.

Within ten (10) days following receipt of the above-referenced list, the parties shall meet 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.

Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Union 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.

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 calendar days of the hearing, render a written decision with reasons for the decision.

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.

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. A reasonable number of City employee witnesses will be provided release time for necessary testimony.

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 and applicable provisions of the law.

The decision of the arbitrator shall be final and binding.

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.

22.12. Appeal Procedure Waiver

The Union agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions 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 process.

22.13. Personnel File

The City shall maintain an official personnel file for each employee in Human Resources.

Each employee shall have the right to review the contents of the employee's official personnel file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.

With the written permission of the employee, an authorized representative of the employee may review the employee's personnel file and obtain copies of the contents upon request.

An employee shall have the opportunity to review, sign, and date any and all disciplinary material to be included in the file. The employee may also attach a response to any and all disciplinary notices or performance evaluations.

At the written request of the employee, materials relating to written reprimands that did not result in, and were not relied upon to impose, additional or more serious discipline, such as suspension, demotion, or termination, and that are five (5) or more years old may be sealed to the extent permissible by law, provided that there has been no recurrence of the conduct on which the discipline was based during that period, and there is no pending investigation, appeal, administrative action or litigation involving the matter. Sealed materials shall remain in the employee's personnel file. Sealed materials shall not be used for purposes of progressive discipline, performance evaluation, promotion, transfer, or layoff. Sealed materials may be accessed or disclosed as required by law, court order subpoena, audit or other purposes

consistent with applicable law. Nothing in this section shall require the destruction of records or limit the City's obligation under state or federal law.

Such requests shall be reviewed by the Human Resources Director, who may grant or deny the request after considering factors including, but not limited to, the nature and severity of the original infraction, the employee's overall disciplinary record, input from the Department Director, and the employee's subsequent work performance and conduct.

This provision shall not apply to discipline involving violations of the City's Equal Employment Opportunity policies or other misconduct the City determines to be egregious or serious in nature.

22.14. Artificial Intelligence (AI)

The City has a current Artificial Intelligence Policy that includes prohibited uses of AI systems that include biometric identification, emotional analysis, fully automated decisions that do not require any meaningful human oversight, decisions related to hiring, disciplinary action, or personnel matters, social scoring, and cognitive behavioral manipulation of people or specific vulnerable groups.

In effort to add further clarification to the City's Artificial Intelligence Policy, where artificial intelligence will result in workforce reductions:

- The City will consider training, upskilling, reskilling, and reassignment options prior to effectuating layoffs that lead to separation from City employment.
- The parties agree to meet to discuss classifications that may be impacted or vulnerable to Al integration.

Article 23 Union Provisions

23.01. Bulletin Boards

- The Union shall have the use of designated bulletin board space to post material related to Union business.
- The City shall determine the placement of bulletin boards and the portion of the board to be made available to the Union.
- The Union shall remove posted material after it has served its purpose, usually within 30 days.
- The Union agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, shall be posted.
- The Union agrees that this Article provides the right to post materials only on designated bulletin boards.

- Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board. If material is removed, the City shall notify the Union in writing of the removal and the reasons therefore.

23.02. Use of City Facilities and Equipment

The Union may be granted the use of City facilities subject to the following conditions:

- the meeting is during non-work hours;
- the meeting is for City employees;
- the meeting is not for organizing activities;
- the meeting is not for a membership drive;
- the Union makes a written request at least 24 hours in advance of the day it wants to use the facility, and stating the purpose of the meeting; and space is available.

The parties agree the City has the right to assess reasonable charges for the use of such facilities.

Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Union may use the City's email system and interoffice mail system outside of work hours to post notices and results of elections, appointments of officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events. Per Municipal Code Section 2.24.100, employees may only review and respond to such notices during non-work times.

In those instances where the City initiates contact with the Union and requires a response with less than a five-day turn-around time, the Union officers are authorized to communicate with members by e-mail or interoffice mail.

23.03. Conference Attendance

Union representatives shall be allowed to use a total of 80 hours of unpaid leave per calendar year to attend training sessions, conferences and other Union activities. The use of the 80 hours may be divided among no more than eight different Union representatives each year. The Union shall provide the City with a list of which Union representatives are eligible by January 15 of each year and shall notify the City immediately of any changes in the list.

To receive unpaid leave the employees must first receive approval for the time off from their department director by completing the City's Leave Request Form.

Such time off shall not be considered time worked, but shall not be considered a break in service.

23.04. Dues Deduction

a) Upon receipt of request from SEA/IFPTE Local 21, the City will deduct the appropriate dues or fees from the employee's pay, as established and as may be changed from time to time by SEA/IFPTE Local 21 and remit such dues or fees to SEA/IFPTE Local 21. Such deduction will continue until the City is provided notice by SEA/IFPTE Local 21 to cease dues deductions for a specified employee.

b) Remittance of the aggregate amount of all deductions made pursuant to this Article shall be made to the Union by the City within thirty (30) days after such deductions are made.

c) Waiver of Election for Newly-Represented Employees
The addition of classifications and/or employees to the Unit shall not require an election for the application of provisions in this section.

d) Payroll Deductions and Pay-Over

1) The effective date of dues shall be the next full pay period after receipt by the Human Resources Department of authorization from SEA/IFPTE Local 21.

2) The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Union dues and service fees.

3) When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

4) In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.

5) The City shall promptly pay to the designated payee all sums so deducted.

e) If, during the term of this MOU, the Union establishes a Political Action Committee Fund, as soon as administratively possible the City shall deduct contributions that are permitted by state and federal law from the salary of each employee who files with the Union a written request that such deduction be made on their behalf.

f) Hold Harmless
The Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop and Political

Action Committee provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

g) Job Announcements
Job announcements for positions covered by this Agreement will incorporate the requirements of this Article.

h) Enforcement
Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

i) Term
Dues deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

23.05. New Employee Orientation

The City shall provide the Union written notice of, and access to, new employee orientation/onboarding meetings and information as set forth in this section.

a) Notice: The City shall provide at least 10 days' written notice, by email to addresses that the Union shall provide to the City, of all new employee orientation meetings, whether the orientation takes place in person, online, or through any other medium in which City personnel advise one or more newly-hired employees in a SEA/IFPTE Local 21-represented bargaining unit ("new employees") of information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The City typically conducts new employee orientation meetings once per quarter. This section does not apply to intake meetings with Human Resources on the employee's first day of employment.

b) Access: At all orientation/onboarding meetings as defined above, the Union shall be afforded thirty (30) minutes to meet privately with, and provide materials and information to, all SEA/IFPTE Local 21-represented new employees who are present, without management personnel or any other persons present. These thirty-minute sessions shall be part of the regular standing orientation agenda and shall not infringe upon new employees' meal or break times. Up to two of the Union's representatives may be bargaining unit members, and any such bargaining unit members shall be authorized release time in accordance with the provisions of this MOU.

c) Alternate Process for New Employees Whose Onboarding in One-on-One or Otherwise Not at a Group Meeting: To the extent that a new employee's onboarding/orientation process is individualized for that new employee, and/or to the extent that a new employee for any reason does not within 90 days of beginning work attend a group orientation/onboarding meeting satisfying parts a) and b) above, the following alternate provisions shall apply in lieu of parts a) and b):

1) The Union shall notify the new employee and Human Resources of a proposed thirty-minute time slot, during normal working hours, for up to two Union representatives to meet privately with, and provide materials and information to, the new employee, without management personnel or any other persons present. Union may have individual meetings with new employees within 10 days of start date if there is no New Employees Orientation scheduled within this time period.
2) One of the Union's representatives may be a bargaining unit member, and any such bargaining unit member shall be authorized release time in accordance with the provisions of this MOU.
3) For reasons of operational necessity only, the City may notify the Union that the proposed time is unworkable and that the Union must propose an alternate time.

d) Information Exchange: Within thirty (30) days of hiring an employee, or by the first pay period of the month following hire, the City will provide IFPTE Local 21 with the below listed information in a digital or other usable data format such as Excel, CSV, or TSV:

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

Similarly, the City will also provide the Union with the above detailed information for all employees within the Bargaining Unit at least every one hundred and twenty (120) calendar days in a digital format such as Excel, CSV, or TSV.

23.06. Release Time for Union Business

a) Union Representatives shall be allowed reasonable release time away from work with pay during regular work hours for the following matters:

1) Represent an employee of the Union on grievances, disciplinary, or matters within the scope of representation
2) Attend mutually agreed upon meetings with the City
3) Participate in labor negotiations of a successor Memorandum of Understanding

b) There shall be a reasonable number of Union representatives in this Unit. The Union shall make its best effort to designate different Union representatives to attend Union business.

c) The Union shall provide a list of designated Union representatives to the Director of Human Resources on an annual basis upon Union election, and shall notify the Director of Human Resources when changes occur.

d) The number of Union representatives who will be allowed reasonable release time shall not exceed the followings:
    1) 1 Union representative for the purpose of representing employees, or grievance as provided in Article 22.08 Grievance Procedure.
    2) 3 Union representatives for the purpose of attending mutually agreed upon meetings with the City.
    3) 5 Union representatives for the purpose of labor negotiations of a successor MOU.
    4) Where circumstances warrant, the Director of Human Resources may approve the attendance of 1 additional person at meetings with the City and labor negotiations.

e) <u>Use of release time</u>
    1) It is recognized that performance of the employee's job duties come first. The use of release time shall be reasonable, and shall not unduly interfere with workload and job requirements as determined by the City.
    2) Union representatives shall notify their managers for release time at least 2 working days prior to the scheduled meetings, except in those cases involving an unforeseeable circumstance that requires immediate Union representatives where advance notice cannot be given.
    3) Approval must be first obtained from the department director or designee, prior to Union representatives leaving their assignment to attend the schedule meetings.
    4) Should an employee desire to use personal time to conduct Union business, the employee shall follow the City's Administrative Policy on leave request.

f) <u>Labor negotiation preparation</u>
    1) Members of the SEA/IFPTE Local 21 negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.

g) All release time during regular work hours shall be reported on timecard by using a specific pay code provided by the Department of Finance.

h) Travel time is included within the reasonable release time.

23.07. Union/Management Problem Solving Committee

The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Union. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems

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

Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic. Union representatives shall receive reasonable release time to participate in these meetings.

To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

The following basic concepts shall be adhered to:

- Each party will appoint a mutually agreed upon number of participants.
- Agendas will be jointly set and minutes kept.
- Effort will be made to include key policy decision makers.
- Committee may appoint sub-committees to study major issues and report back to the Problem Solving Committee with recommendations for resolution.
- A collective Problem Solving Committee proposal, when appropriate, will be submitted to each party's principals for consideration.

Article 24 Payday

Pursuant to the City's Administrative Policy Chapter 4, Article 6 Payroll Policy, payday is normally on the Friday following the end of the pay period, but may deviate because of a holiday in the pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Union with one month notice.

Article 25 Term Limited Employment

a) Term Limited appointments are designed for limited duration projects, and shall not be used to displace regular bargaining unit represented positions. There shall be no adverse effect on the bargaining units, as all bargaining unit members shall continue to receive full protections under existing MOUs. The intent behind Term Limited positions is to avoid layoffs – i.e., avoid hiring and then laying off employees retained to perform work of a limited duration. The assignment of regular employees to perform work related to the limited duration project with Term Limited employees used to provide backfill for the work of regular employees shall not be considered displacement of regular bargaining unit represented positions.

b) Term Limited appointments are different from Grant Funded employment as described in Salary Resolution Article 7.170, in that Term Limited appointments shall be tied to a budget for a specific project or projects of limited anticipated duration.

c) Term Limited appointments must be approved by the City Manager.

d) Term Limited appointments are "at-will" and may be terminated at any time with or without cause. Further, the City has the authority to terminate employment at the completion of the specified term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work.

e) Term Limited appointments shall specify their duration, and shall not exceed two years, except under special circumstances approved by the City Manager, in which case the term may be extended by no more than 1 year. Such positions are not intended to replace regular, budgeted positions. Duration in position is counted from hire date and is not based on work hours. For Term limited appointments assigned to the Enterprise Resource Planning (ERP) project, the City Manager may authorized exceptions to the duration maximum, extending the allowed term to ensure sufficient coverage through the end of ERP implementation and the associated stabilization period.

f) Term Limited positions shall be subject to membership in the applicable bargaining unit and shall receive the full benefits applicable to their bargaining unit, except as limited by their "at-will" status.

g) Prospective employees shall be informed of the duration of the appointment in the job announcement and at the time of employment, and shall be advised of and acknowledge in writing the impact of the Term Limited status, including that the City has the authority to terminate employment at the completion of the term, or prior to the specified term due to lack of funding or other budgetary constraints, or lack of work. Prospective employees shall also be advised of and acknowledge in writing their status as at-will employees and the City's ability to terminate their employment for any reason with or without cause.

h) At the request of any bargaining unit, the City will meet with bargaining unit representatives no less than twice a year to hear and resolve any concerns about the Term Limited program.

There shall be no more than twenty-seven (27) Term Limited employees in the SEA/IFPTE Local 21 bargaining unit. However, a regular SEA/IFPTE Local 21 employee in an out of class assignment (either within or outside of the bargaining unit) shall not count against the twenty-seven (27).

This document sets forth the full agreement of the parties; anything that is not included in this writing is not part of the agreement.

City of Sunnyvale	**Sunnyvale Employees' Association/IFPTE Local 21**
Tim Kirby, City Manager	Markus Bracamonte, SEA/IFPTE Local 21 President
Heather Ruiz, Director of Human Resources	Martin Schmidt, SEA/IFPTE Local 21 Vice President
Allyson Hauck, Lead Negotiator	Joshua Cooper, Negotiating Team Member
06/24/2026 Date	Nathan Tavakol, Negotiating Team Member
	Romandha Celestin, IFPTE Local 21 Representative
	06/25/2026 Date

Markus Bracamonte (Jun 25, 2026 09:45:58 PDT)

Allyson Hauck (Jun 25, 2026 11:37:49 PDT)

Nathan Tavakol (Jun 24, 2026 20:53:43 PDT)

Romandha Celestin (Jun 24, 2026 17:34:56 PDT)

Exhibit A – Classifications Represented by the Sunnyvale Employees' Association/IFPTE Local 21

Job Code	Job Title	Pay Range
1000	Accountant	101
6800	Accounting Technician	646
1862	Active Transportation Planner	183
1100	Administrative Aide	104
1102	Administrative Aide (Grant Funded)	104
1250	Administrative Analyst	630
2170	Animal Control Officer	106
2199	Applications Analyst/Project Coordinator 1	716
2200	Applications Analyst/Project Coordinator 2	103
5015	Assistant Golf Professional	665
1251	Assistant Planner	126
2352	Assistant Recreation Services Coordinator	688
1200	Associate Planner	107
1205	Automotive Shop Attendant	719
4001	Building Inspector 1	702
4000	Building Inspector 2	111
2501	Business Liaison (Grant Funded)	124
4002	Business Systems Analyst	720
6750	Buyer 1	145
2000	Buyer 2	112
2500	Career Advisor (Grant Funded)	124
1400	Civil Engineer – DPW	116
1401	Civil Engineer – ESD	116
2445	Client Support Specialist 1	723
2446	Client Support Specialist 2	724
6805	Collections Specialist	646
2150	Community Services Officer	106
5753	Cross Connection Control Specialist	186
6675	Customer Service Representative	172
2460	Deputy City Clerk	637
2421	Economic Development Specialist	221
2160	Emergency Management Coordinator	106
2480	Emergency Medical Services Coordinator	674
1160	Employment Training Program Coordinator (Grant Funded)	611

Job Code	Job Title	Pay Range
1402	Engineer 1	117
1403	Engineer 2	660
4900	Environmental Chemist 1	196
1351	Environmental Chemist 2	100
1350	Environmental Compliance Inspector	135
1840	Environmental Engineering Coordinator	168
2320	Environmental Programs Specialist 1	220
2321	Environmental Programs Specialist 2	221
5050	Equipment Mechanic	128
7100	Equipment Mechanic-in-Training	129
5310	Facilities Technician 1	198
5315	Facilities Technician 2	600
5320	Facilities Technician 3	614
5300	Facility Attendant 1	719
5301	Facility Attendant 2	671
6830	Finance Analyst 1	692
6840	Finance Analyst 2	630
6875	Finance Technician	647
4460	Fire Prevention Inspector 1	212
4461	Fire Prevention Inspector 2	213
4481	Fire Protection Engineer 1	215
4482	Fire Protection Engineer 2	216
4475	Fire Protection Inspector	651
4490	Fleet Services Coordinator	700
2424	Geographic Information Systems (GIS) Coordinator	730
2422	Geographic Information Systems (GIS) Specialist 1	727
2423	Geographic Information Systems (GIS) Specialist 2	728
5025	Golf Course Equipment Mechanic	645
5010	Golf Professional	664
2505	Graphic Artist	180
7300	Greenskeeper	153
7325	Groundsworker	670
4450	Hazardous Materials Inspector	110
5100	Heavy Equipment Operator	130
2925	Housing Programs Analyst	179
2950	Housing Programs Technician	104
4400	Housing Rehabilitation Specialist	160
2930	Housing Specialist 1	107

Job Code	Job Title	Pay Range
2931	Housing Specialist 2	654
2650	Information Systems Analyst (Grant Funded)	108
2450	Information Technology Coordinator	123
4950	Laboratory/Field Technician	620
4960	Landfill Technician	672
5150	Lead Equipment Mechanic	136
1600	Librarian 1	139
1601	Librarian 2	105
2100	Library Assistant	140
5250	Mail Clerk	150
5860	Maintenance Worker 1	699
5850	Maintenance Worker 2	600
6150	Meter Reader	147
2349	Neighborhood Preservation Specialist	118
2419	Network & Systems Engineer 1	716
2420	Network & Systems Engineer 2	103
6200	Office Assistant	149
6250	Office Clerk	150
5350	Parks Leader	153
7320	Parks Supervisor	689
7600	Parks Worker 1	718
7650	Parks Worker 2	721
7675	Parks Worker 3	614
4080	Permit Center Coordinator	655
2110	Permit Clerk 1	180
2112	Permit Clerk 2	172
2115	Permit Technician	639
4875	Plan Check Engineer	168
4855	Plan Checker 1	662
4805	Plan Checker 2	656
7500	Press Operator	155
1020	Principal Accountant	616
2202	Principal Applications Analyst/Project Manager	632
2050	Principal Buyer	683
2448	Principal Client Support Specialist	726
5730	Principal Design & Construction Operator	722
2204	Principal Network & Systems Engineer	632
6300	Principal Office Assistant	156

Job Code	Job Title	Pay Range
6701	Principal Storekeeper	668
5752	Principal Water Pollution Control Operator	710
1255	Program Coordinator	630
7400	Public Safety Maintenance Worker	718
6351	Public Safety Property Clerk 1	615
6350	Public Safety Property Clerk 2	176
1130	Public Safety Records Coordinator	621
6052	Public Safety Records Senior Specialist	635
6050	Public Safety Records Specialist 1	633
6051	Public Safety Records Specialist 2	634
2180	Public Safety Specialist	106
4650	Public Works Construction Inspector	160
5510	Public Works Crew Leader	161
5640	Public Works Supervisor	191
2351	Recreation Services Coordinator 1	164
2300	Recreation Services Coordinator 2	628
5431	Recycled Water and Cross Connection Specialist	663
1010	Senior Accountant	641
1011	Senior Accountant (Grant Funded)	641
6850	Senior Accounting Technician	647
2201	Senior Applications Analyst/Project Manager	631
4700	Senior Building Inspector	167
5651	Senior Building Services Leader	191
1140	Senior Buyer	624
2447	Senior Client Support Specialist	725
2145	Senior Community Services Officer	151
1850	Senior Construction Inspector/Coordinator	167
4150	Senior Crime Analyst	653
1300	Senior Environmental Chemist	114
1349	Senior Environmental Compliance Inspector	146
7301	Senior Greenskeeper	609
4425	Senior Hazardous Materials Inspector	210
4325	Senior Housing Rehabilitation Specialist	601
2400	Senior Library Assistant	170
5710	Senior Maintenance Worker	614
6450	Senior Meter Reader	171
2345	Senior Neighborhood Preservation Specialist	148
4825	Senior Network & Systems Engineer	631

Job Code	Job Title	Pay Range
6500	Senior Office Assistant	172
5600	Senior Park Utility Worker	614
4090	Senior Plan Check Engineer	691
1260	Senior Planner	654
1865	Senior Transportation Engineer	610
1875	Senior Transportation Planner	657
5930	Senior Wastewater Collections Worker	614
5820	Senior Water Distribution Worker	696
5751	Senior Water Pollution Control Operator	679
5425	Senior Water Pollution Control Plant Mechanic	185
2504	Senior Workforce Services Representative (Grant Funded)	666
1345	Solid Waste Contract Administrator	168
4800	Solid Waste Specialist	169
6650	Staff Office Assistant	180
6700	Storekeeper 1	182
6600	Storekeeper 2	176
6710	Storekeeper/Buyer	112
5200	Street Lighting Technician	153
2120	Technical Support Specialist	649
1950	Traffic Engineer	116
4200	Traffic Engineering Technician 1	127
4201	Traffic Engineering Technician 2	607
1955	Transportation Engineer	612
1861	Transportation Planner	183
7800	Utility Worker	600
2151	Vehicle Abatement Officer	622
5920	Wastewater Collections Crew Leader	153
5910	Wastewater Collections Supervisor	191
5430	Water Conservation Coordinator	650
5810	Water Distribution Crew Leader	695
5800	Water Distribution Supervisor	694
5830	Water Distribution Worker	697
5901	Water Pollution Control Operator 1	197
5900	Water Pollution Control Operator 2	202
7900	Water Pollution Control Operator-in-Training	199
5400	Water Pollution Control Plant Mechanic	154
5399	Water Pollution Control Plant Mechanic-in-Training	713
5435	Water Pollution Control Plant Systems Integrator	711

Job Code	Job Title	Pay Range
4100	Water Systems Operator	186
2540	Web & Communications Specialist	706
2550	Workforce Development Analyst (Grant Funded)	124
2503	Workforce Services Representative (Grant Funded)	667

Exhibit B – Clarification of Overtime, Holiday, and Alternate Work Schedule Provision Contained in this Agreement

Clarification of Overtime Provision
Included in this Agreement and Referenced Below
and
Amending Related Administrative Policy
and
All Alternate Work Schedules
(with and without written agreements)

Effective February 12, 1995
Reaffirmed July 1, 1996
Reaffirmed July 1, 1999
Reaffirmed July 1, 2004
Reaffirmed July 1, 2015
Reaffirmed July 28, 2022

Effective with the 2012-2015 MOU, employees are no longer eligible for overtime on a daily basis. Employees continue to be eligible for overtime on a weekly basis in accordance with the Fair Labor Standards Act (FLSA) requirements.

This exhibit is intended to clarify and reflect current practices of certain MOU articles related to overtime, holiday, and/or alternate work schedules. Examples are provided in this exhibit describing the appropriate methods for employees to record work, leave and overtime in each of the options illustrated.

Article 16.04(a) Overtime:

- Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. **(Example A)**
- An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. **(Example B)**
- All paid time shall count as time worked when determining overtime. **(Example A)**

Article 19.02 Holiday Leave:

- Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. **(Example C)**

Article 19.02(b) Holiday Leave:

- When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and their

normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. **(Example C)**

- In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. **(Example D)**
- Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. **(Example D)**
- When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. The employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. **(Example E)**

Special Issues for Employees working Special Schedules and/or Shift Schedules

The options available to employees working special schedules, i.e., not working a standard schedule of 5 days per week, 8 hours per day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours per day, 5 days per week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples A through E below.

In addition, the following is required:

1) A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every workweek.
2) Each employee must maintain regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.
3) When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.
4) Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a workweek may not exceed the number of holiday hours actually occurring in that week or in the prior week.

Except that in any workweek in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, the Operator may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility,

these employees are required to maintain the minimum of 40 hours of regular time in each workweek (#1 above) and may not charge more than 8 hours of holiday time in any single workday.

Example A

- Overtime shall be defined as all paid hours in excess of forty (40) hours worked in a workweek. (Article 16.04(a) Overtime)
- All paid time shall count as time worked when determining overtime. (Article 16.04(a) Overtime)

Work schedule: Monday to Friday, 8 hours per day

In this example, employee takes a day of paid leave on Tuesday. On Friday, employee works 1 hour in addition to the regular 8-hour schedule. Employee will receive 1 hour overtime in the workweek.

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		8		8	8	8	
Paid leave hours			8				
OT hours						1	

* Note: If a leave occurs during an employee's regular workweek and the employee is required by management to work on a non-scheduled workday in that workweek, the hours worked on the non-scheduled workday would be paid at the overtime rate.

Example B

- An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay. (Article 16.04(a) Overtime)

Illustration 1 – Regular work schedule

Work schedule: Monday to Friday, 8 hours per day
Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday.

	Sun	Mon	Tue	Wed	Thu	*Holiday* Fri	Sat
Regular hours		8	8	8	8		
Holiday hours						8	
OT hours						5	

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday
Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive a total of 5 hours overtime in addition to 8 hours holiday, in 2 workweeks.

* Hours may split into the next workweek per split time on timecard.

Week 1	Sun	Mon	Tue	Wed	Thu	*Holiday & Black* Fri	Sat
Regular hours		9	9	9	9		
Holiday hours						8 *	
OT hours						5 *	

Week 2	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		9	9	9	9	8	
Holiday hours							
OT hours							

Illustration 3 – Alternate 4/10 work schedule

Work schedule: Tuesday to Friday, 10 hours per day
Holiday: Friday

In this example, employee works 5 hours on a holiday. Employee will receive 5 hours overtime in addition to 8 hours holiday. Employee is also required to use 2 hours paid leave on the holiday in order to maintain their regularly scheduled work hours for that day.

* Note: In lieu of using 2 hours paid leave on the holiday, employee may, with approval from manager, works additional 2 regular hours in the same workweek. See details in Example C, Option 1.

	Sun	Mon	Tue	Wed	Thu	*Holiday* Fri	Sat
Regular hours			10	10	10		
Paid leave hours						2 *	
Holiday hours						8	
OT hours						5	

Example C

- Holiday leave is taken in full day (8 hour) increments. A maximum of 8 hours of holiday leave shall be recorded for any single work day. (Article 19.02 Holiday Leave)
- Holiday falls on a regular workday of an alternate work schedule. (Article 19.02(b) Holiday Leave) – See MOU article details below.

MOU article details:

When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight-hour holiday and their normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use accrued/banked paid leave to make up for the additional time-off on the holiday. (Article 19.02 Holiday Leave)

<u>Option 1 – Employee makes up the difference by working additional time</u>

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday
Holiday: Monday

In this example, employee works an additional 1 hour on Tuesday to make up for the 1 hour difference on the Monday holiday. The difference is between the 8 hours holiday and the regularly scheduled work hours for that day.

	Sun	*Holiday* Mon	Tue	Wed	Thu	*Black* Fri	Sat
Regular hours			10	9	9		
Paid leave hours							
Holiday hours		8					

<u>Option 2 – Employee makes up the difference by using other paid leave hours</u>

Work schedule: 9/80, Black Friday
Holiday: Monday

In this example, employee is required to use 1 hour paid leave on the holiday in order to maintain their regularly scheduled work hours for that day.

	Sun	*Holiday* Mon	Tue	Wed	Thu	*Black* Fri	Sat
Regular hours			9	9	9		
Paid leave hours		1					
Holiday hours		8					

Example D

- Holiday falls on a non-scheduled workday. (Article 19.02(b) Holiday Leave) – See MOU article details below.

MOU article details:

In the event that a City-observed holiday falls on an employee's non-scheduled workday, the holiday hours that the employee would otherwise receive will be automatically credited to that employee's floating holiday leave bank, unless the employee takes another day off that workweek subject to supervisor approval or receives holiday pay. (Article 19.02(b) Holiday Leave)

Any paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. (Article 19.02(b) Holiday Leave)

<u>Option 1 – Exchange the holiday to another work day within the same workweek</u>

This option requires pre-planning and pre-approval by supervisor.

Work schedule: 9/80, Black Friday
Holiday: Friday

In this example, employee exchanges the holiday to Thursday and employee is required to use 1 hour paid leave on the holiday in order to maintain their regularly scheduled work hours for the day.

Week 1	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Regular hours		9	9	9	9	8	
Paid leave hours							
Holiday hours							

Week 2	Sun	Mon	Tue	Wed	Thu	*Holiday & Black* Fri	Sat
Regular hours		9	9	9			
Paid leave hours					1		
Holiday hours					8		
OT hours				2 *			

* On Wednesday of week 2, employee works 2 hours in addition to the regular 9-hour schedule. Despite the MOU language stating that paid City holidays, which occur on employee's non-scheduled workday, shall not be counted as hours worked for determination of overtime for that workweek. Employee will receive 2 hours overtime in this situation because the holiday is exchanged to a regularly scheduled workday.

Option 2 – Receive additional 8 hours pay for the holiday

This option shall not generate overtime.

Work schedule: Tuesday to Saturday, 8 hours per day
Holiday: Monday

In this example, employee receives the holiday as additional pay, which total to 48 regular hours in the workweek without generating overtime.

	Sun	*Holiday* Mon	Tue	Wed	Thu	Fri	Sat
Regular hours			8	8	8	8	8
Paid leave hours							
Holiday hours		8					

* Note: If paid holidays (as above) which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as in Example B) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.

Option 3 – Take the holiday leave as floating holiday credit

Work schedule: Tuesday to Saturday, 8 hours per day
Holiday: Monday

In this example, employee will not record holiday used and will receive a credit of 8 hours floating holiday automatically within two pay periods after the City observed holiday.

	Sun	*Holiday* Mon	Tue	Wed	Thu	Fri	Sat
Regular hours			8	8	8	8	8
Holiday hours							

Example E

- Holiday falls on a non-scheduled workday with the entire workweek off. (Article 19.02(b) Holiday Leave) – See MOU article details below.

MOU article details:

When an employee takes an entire workweek off for any reason and the holiday occurs on the employee's non-scheduled workday, it shall not generate any overtime pay or more than 40 regular hours of pay for the workweek under any circumstances. Employee is required to record 8 hours of holiday leave on the time card for each of the holidays occurring within that workweek, and reduce the corresponding number of hours from other paid leave. (Article 19.02(b) Holiday Leave)

Illustration 1 – Shift work schedule

Work schedule: Tuesday to Saturday, 8 hours per day
Holiday: Monday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on Monday, a non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Tuesday to Saturday.

	Sun	*Holiday* Mon	Tue	Wed	Thu	Fri	Sat
Regular hours							
Paid leave hours				8	8	8	8
Holiday hours		8					

Illustration 2 – Alternate 9/80 work schedule

Work schedule: 9/80, Black Friday
Holiday: Friday

In this example, employee takes the entire workweek off with paid leave. The holiday falls on black Friday, non-scheduled workday. Employee is required to exchange the holiday to one of the paid leave days from Monday to Thursday, and use 1 hour paid leave on the holiday in order to maintain their regularly scheduled work hours for that day.

	Sun	Mon	Tue	Wed	Thu	*Holiday & Black* Fri	Sat
Regular hours							
Paid leave hours		9	9	9	1		
Holiday hours					8		

Exhibit C - Classifications Eligible for Directed Flextime

Job Code	Classification
1000	Accountant
1250	Administrative Analyst
1400	Civil Engineer – DPW
1401	Civil Engineer – ESD
2460	Deputy City Clerk
2480	Emergency Medical Services Coordinator
1160	Employment Training Program Coordinator (Grant Funded)
1351	Environmental Chemist 2
1840	Environmental Engineering Coordinator
6840	Finance Analyst 2
4490	Fleet Services Coordinator
2925	Housing Programs Analyst
1600	Librarian 1
1601	Librarian 2
4080	Permit Center Coordinator
1020	Principal Accountant
2202	Principal Applications Analyst/Project Manager
2050	Principal Buyer
2204	Principal Network & Systems Engineer
1255	Program Coordinator
1130	Public Safety Records Coordinator
2300	Recreation Services Coordinator 2
1010	Senior Accountant
1011	Senior Accountant (Grant Funded)
2201	Senior Applications Analyst/Project Manager
1140	Senior Buyer
1300	Senior Environmental Chemist
1349	Senior Environmental Compliance Inspector
4825	Senior Network & Systems Engineer
4090	Senior Plan Check Engineer
1260	Senior Planner
1865	Senior Transportation Engineer
1875	Senior Transportation Planner
1345	Solid Waste Contract Administrator
1950	Traffic Engineer
1955	Transportation Engineer
2540	Web & Communications Specialist

Exhibit D - Classifications Eligible for Safety Footwear Allowance

Pursuant to the provisions of the current MOU, employees in the following classifications are eligible to receive an annual safety footwear allowance:

Job Code	Classification
2170	Animal Control Officer
1205	Automotive Shop Attendant
4001	Building Inspector 1
4000	Building Inspector 2
2150	Community Services Officer
5753	Cross Connection Control Specialist
4900	Environmental Chemist 1
1351	Environmental Chemist 2
1350	Environmental Compliance Inspector
1840	Environmental Engineering Coordinator
2320	Environmental Programs Specialist 1
2321	Environmental Programs Specialist 2
5050	Equipment Mechanic
7100	Equipment Mechanic-in-Training
5310	Facilities Technician 1
5315	Facilities Technician 2
5320	Facilities Technician 3
5300	Facility Attendant 1
5301	Facility Attendant 2
4460	Fire Prevention Inspector 1
4461	Fire Prevention Inspector 2
4481	Fire Protection Engineer 1
4482	Fire Protection Engineer 2
4475	Fire Protection Inspector
4490	Fleet Services Coordinator
5025	Golf Course Equipment Mechanic
7300	Greenskeeper
7325	Groundsworker
4450	Hazardous Materials Inspector
5100	Heavy Equipment Operator
4400	Housing Rehabilitation Specialist
4950	Laboratory/Field Technician
4960	Landfill Technician
5150	Lead Equipment Mechanic

Job Code	Classification
5250	Mail Clerk
5860	Maintenance Worker 1
5850	Maintenance Worker 2
6150	Meter Reader
2349	Neighborhood Preservation Specialist
5350	Parks Leader
7320	Parks Supervisor
7600	Parks Worker 1
7650	Parks Worker 2
7675	Parks Worker 3
2115	Permit Technician
4875	Plan Check Engineer
4855	Plan Checker 1
4805	Plan Checker 2
7500	Press Operator
5730	Principal Design & Construction Operator
6701	Principal Storekeeper
5752	Principal Water Pollution Control Operator
7400	Public Safety Maintenance Worker
6351	Public Safety Property Clerk 1
6350	Public Safety Property Clerk 2
4650	Public Works Construction Inspector
5510	Public Works Crew Leader
5640	Public Works Supervisor
5431	Recycled Water and Cross Connection Specialist
4700	Senior Building Inspector
5651	Senior Building Services Leader
1850	Senior Construction Inspector/Coordinator
1300	Senior Environmental Chemist
1349	Senior Environmental Compliance Inspector
7301	Senior Greenskeeper
4425	Senior Hazardous Materials Inspector
4325	Senior Housing Rehabilitation Specialist
5710	Senior Maintenance Worker
6450	Senior Meter Reader
2345	Senior Neighborhood Preservation Specialist
5600	Senior Park Utility Worker
1865	Senior Transportation Engineer
5930	Senior Wastewater Collections Worker

Job Code	Classification
5820	Senior Water Distribution Worker
5751	Senior Water Pollution Control Operator
5425	Senior Water Pollution Control Plant Mechanic
1345	Solid Waste Contract Administrator
4800	Solid Waste Specialist
6700	Storekeeper 1
6600	Storekeeper 2
6710	Storekeeper/Buyer
5200	Street Lighting Technician
1950	Traffic Engineer
4200	Traffic Engineering Technician 1
4201	Traffic Engineering Technician 2
1955	Transportation Engineer
7800	Utility Worker
2151	Vehicle Abatement Officer
5920	Wastewater Collections Crew Leader
5910	Wastewater Collections Supervisor
5430	Water Conservation Coordinator
5810	Water Distribution Crew Leader
5800	Water Distribution Supervisor
5830	Water Distribution Worker
5901	Water Pollution Control Operator 1
5900	Water Pollution Control Operator 2
7900	Water Pollution Control Operator-in-Training
5400	Water Pollution Control Plant Mechanic
5435	Water Pollution Control Plant Systems Integrator
4100	Water Systems Operator

Pursuant to the provisions of the current MOU, employees in the following assignments are eligible to receive an annual safety footwear allowance:

Job Code	Classification	Department	Assignment
1100	Administrative Aide	Environmental Services Department	Field Services
1250	Administrative Analyst	• Environmental Services Department • Public Works	• Solid Waste • Labor Compliance
4002	Business Systems Analyst	Environmental Services Department	WPC Plant

Job Code	Classification	Department	Assignment
1402 1403	Engineer 1 Engineer 2	Public Works	Survey Crew
6200	Office Assistant	Environmental Services Department	Water Operations
2180	Public Safety Specialist	Public Safety	Fire Prevention
2300	Recreation Services Coordinator 2	Library & Recreation Services	Theater
2145	Senior Community Services Officer	Public Safety	Animal Control
6500	Senior Office Assistant	Environmental Services Department	WPC Plant Maintenance