

CITY and Unit 9A Negotiations – Comprehensive Tentative Agreement

1. Duration (Preamble)

4-Year Term (expiring 12/31/29)

2. Wages (Section 1)

- First Pay Period of Calendar Year 2026 – All employees holding positions in classifications assigned to Unit 9A, except Assistant Police Chief (Job Code 027) shall receive a salary adjustment of approximately **4.0%**. All salary ranges will remain status quo.
- First Pay Period of Calendar Year 2027 – All salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately **3.0%**
- First Pay Period of Calendar Year 2028 – All salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately **3.0%**
- First Full Pay Period of Calendar Year 2029 – All salary ranges for employees holding positions in classifications assigned to Unit 9A shall be increased by approximately **3.0%**

3. Lump Sum (Section 1)

- Effective the first full pay period for Calendar Year 2026 – one-time Lump Sum payment of \$5,500 to the Assistant Police Chief (Job Code 027).

4. Deferred Compensation (Section 5)

- Effective the first full pay period for Calendar Year 2026, the City will increase its contribution to \$330/month (from \$150/month) to the employee's deferred compensation. Once the 401(a) is established, the City's prospective contributions after the 401(a) is established will go to the 401(a).

5. Voluntary Employee Beneficiary Association (VEBA) (Section 11)

- Effective the first full pay period for Calendar Year 2026, City will contribute \$250/month to the employee's VEBA account.

6. Vacation Cashout (Section 7)

- Increase the vacation cashout from 80 to 100 hours in Calendar Years 2026, 2027, and 2028. Elections for 2026 must be made by December 31, 2025. Effective the first pay period of Calendar Year 2029, employees will be eligible for a maximum vacation cashout of 80 hours per year.

7. Management Leave Program (Section 17)

- Effective the first full pay period for Calendar Year 2026, increase the management leave accrual limit from 180 to 210 hours in calendar years 2026, 2027, and 2028. Effective the first pay period of Calendar Year 2029, employees will have a management leave accrual limit of 180 hours.
- Increase management leave credited to employees from 120 hours to 150 hours for 2026 only.

8. Chemical Testing (Section 22)

- Amend language to align with the Police Officers Association (Unit 2)

9. Workers' Compensation Fast Track Program

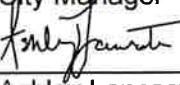
- Extend via Side Letter Agreement the Workers' Compensation Fast Track Program available to the Police Officers Association (Unit 2) to employees represented by Unit 9A.

10. Housekeeping

- Bereavement Leave (Section 9)
- Dues Deduction (Section 25)
- Merit Pay/Salary Adjustment Program (Section 24)

**** THIS AGREEMENT IS CONSIDERED TENTATIVE AND SHALL NOT BE
CONSIDERED FINAL OR BINDING UNTIL RATIFIED BY ASSOCIATION MEMBERS
AND APPROVED BY CITY COUNCIL. THIS DOCUMENT SETS FORTH THE FULL
AGREEMENTS OF THE PARTIES REACHED DURING THESE NEGOTIATIONS.
ANYTHING NOT INCLUDED IN THE DOCUMENT IS NOT PART OF THE TENTATIVE
AGREEMENT.**

For the City:

 12/9/25
Jovan D. Grogan Date
City Manager 12/5/2025

Ashley Lancaster Date
Acting Assistant Director 12/5/25

Micaela Salacup Date
Management Analyst

For the Unclassified Police
Management (Unit 9A):

 12/04/2025
Richard Fitting Date
Unit 9A

Luis Martin 12/04/2025
Unit 9A Date

City of Santa Clara

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

UNCLASSIFIED POLICE MANAGEMENT (UNIT 9A)

WORKERS' COMPENSATION FAST TRACK PROGRAM

The City and Unit 9A agree to implement a Workers' Compensation Fast Track Program (or "Fast Track") for employees represented by Unit 9A as soon as practicable. The Fast Track Program shall be as follows:

1. Employees who suffer a work-related injury or illness and seeking treatment through Kaiser Permanente Occupational Health are immediately pre-approved for all relevant diagnostic testing as defined within the Kaiser Fast Track program. No Utilization Review ("UR") approval is required. There is no other Fast Track Program available outside of Kaiser Permanente Occupational Health.
2. This Fast Track Program is specific to Kaiser Permanente Occupational Health due to the close collaboration and coordination that is required with the providing doctors, and the in-house diagnostic testing capabilities at most of Kaiser's occupational health centers.
 - a. Being a Kaiser member is not required to utilize the Fast Track Program.
 - b. Employees can also have the test results sent to their own Workers' Compensation doctor for diagnosis and treatment at their option; however, employees opting to have test results sent to their own Workers' Compensation doctor for further diagnosis and treatment are not eligible to receive pre-authorization for the relevant diagnostic testing identified in Sections 4.a., 4.b., and 4.c of this Side Letter.
3. Kaiser Permanente Occupational Health centers are located throughout Northern and Southern California and are also known as "Kaiser Permanente On-the-Job" (KPOJ) clinics. Most are open 8:30am to 5:00pm.
4. In the event of a work-related injury, employees should contact their preferred KPOJ clinic for an appointment for immediate treatment and any relevant diagnostic testing that is pre-approved as prescribed by a KPOJ physician, bypassing any delays associated with Utilization Review as identified below.
 - a. Pre-authorized tests include:
 - i. Radiology (X-rays, MRI, MRI arthrogram, CT scan, Doppler ultrasound)
 - ii. Labs (Complete Blood Count, Differential, Platelet Count, Chemistry panels such as kidney or liver function tests)
 - iii. Electrodagnostic Studies (EMG and Nerve Conduction)
 - b. Pre-authorized non-surgical treatments include:

- i. Consults (Orthopedics, Podiatry, Physical Medicine Rehab Surgery, Plastic Surgery, Spine specialists, Ophthalmology, ENT, Neurology, Wound Clinic, etc.)
- ii. Physical therapy (up to a maximum of 24 visits)
- iii. Occupational hand therapy (up to a maximum of 24 visits)
- iv. Acupuncture (up to a maximum of 24 visits)
- v. Trigger point injections (series of 3)
- vi. Epidural steroid injections (series of 3)
- vii. Joint injections
- viii. Ultrasound guided injections
- ix. Continuous Passive Motion rental for post-op
- x. Cold Compression Machine (i.e., Game Ready) rental for 30 days
- xi. TENS units Custom splints
- xii. Medications - A list has been authorized for Fast Track

c. Pre-authorized surgical treatments include:

- i. Emergency surgeries for fracture, tendon injuries and trauma
- ii. Arthroscopic knee surgeries
- iii. Arthroscopic shoulder surgeries
- iv. Carpal Tunnel Release surgery
- v. Hernia Repair
- vi. Biopsy/Pathology for accepted skin cancer claims
- vii. Destruction of skin areas by Cryogenic surgery, liquid nitrogen, Mohs surgery on accepted skin cancer claims

5. This Side Letter Agreement is considered part of the tentative agreement for a successor Memorandum of Understanding (or “MOU”) between the parties, and shall become effective only as part of the overall tentative agreement for a successor MOU, and when signed by all parties below and approved by City Council.

FOR THE CITY:

 12/9/25
Javan D. Grogan
City Manager

 12/5/2025
Ashley Lancaster
Acting Assistant Director of HR

 12/5/25
Micaela Salacup
Management Analyst

FOR UNIT 9A:

 12/04/2025
Richard Fitting
Unit 9A

 12/04/2025
Luis Martin
Unit 9A