

CITY and Unit 5/7/8 Negotiations – Wages

Proposed Language:

1. WAGE ADJUSTMENTS

A. Effective ~~December 15, 2024~~, June 23, 2024, all salary ranges for employees holding positions in classifications assigned to the Employees’ Association shall ~~remain status quo~~ be increased by approximately 5.0%.

1) Effective ~~December 27, 2020~~ December 22, 2024 (the first pay period of calendar year ~~2021~~ 2025), all salary ranges for employees holding positions in classification assigned to the Employees’ Association shall ~~remain status quo~~ be increased by approximately 3.0%.

2) Effective ~~December 26, 2021~~ (the first pay period of calendar year ~~2022~~ 2026), all salary ranges for employees holding positions in classifications assigned to the Employees’ Association shall be increased by approximately ~~3.5%~~ 3.0%.

3) Effective ~~December 25, 2022~~ (the first pay period of calendar year ~~2023~~ 2027), all salary ranges for employees holding positions in classifications assigned to the Employees’ Association shall be increased by approximately ~~5.0%~~ 3.0%.

4) One-Time Discretionary Cash Payment:

(a) In recognition of, and to help secure the employees’ speedy ratification of this ~~Side Letter Agreement to amend the current~~ MOU, the City has exercised its discretion to provide a one-time discretionary cash payment ~~of \$5,000~~ equivalent to approximately 1.0% of the employee’s base pay for regular employees (pro-rated for part-time employees) in the bargaining unit following Council approval of this ~~Side Letter Agreement to amend the current~~ MOU. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

This one-time discretionary cash payment shall only be paid as follows:

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement, which is estimated to occur after the first pay period after Council approval of this ~~Side Letter Agreement to amend the current~~ MOU. The one-time discretionary cash payment shall be paid on June 28, 2024. ~~Side Letter Agreement to amend the current MOU on a separate paycheck and no later than the first pay period in October 2022.~~

(b) In recognition of, and to help secure the employees’ speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment equivalent of \$3,000 for regular employees in the bargaining unit who received two (2) years of salary step freezes. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

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This one-time discretionary cash payment shall be paid on June 28, 2024, as follows:

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement and who received two (2) years of salary step freezes. The one-time discretionary cash payment shall be paid on June 28, 2024.

5) Deferred Compensation

(a) On the pay date associated with the first pay period of calendar year 2025, the City shall make a one-time contribution equivalent to approximately 1.0% of the employee’s base pay at the time of the contribution on behalf of each represented employee in the City’s Section 457 deferred compensation plan. The 1% calculation will be applied after the wage adjustment articulated in section 1.A (1). An employee must be in paid status and be enrolled in the City’s Section 457 deferred compensation plan at the time of the contribution in order to receive the City’s contribution.

(b) On the pay date associated with the first pay period of calendar year 2027, the City shall make a one-time contribution equivalent to approximately 1.0% of the employee’s base pay at the time of the contribution on behalf of each represented employee in the City’s Section 457 deferred compensation plan. The 1% calculation will be applied after the wage adjustment as articulated in section 1.A (3). An employee must be in paid status and be enrolled in the City’s Section 457 deferred compensation plan at the time of the contribution in order to receive the City’s contribution.

**Tentative Agreement - Leaves**

**Proposed Language:<sup>1</sup>**

Modify Section 10.C as follows:

10. HOLIDAYS, AWARDED CTO AND NON-MANAGEMENT LEAVE

C. NON-MANAGEMENT LEAVE

- 1) Effective December 27, 2020 (the first pay period of calendar year 2021), each full-time employee shall be entitled to a total of twenty-four (24) hours of non-management leave per calendar year. Effective December 22, 2024 (the first pay period of calendar year 2025), each full-time employee shall be entitled to a total of forty (40) hours of non-management leave per calendar year. For the remainder of calendar year 2024, effective June 23, 2024, each full-time employee shall receive sixteen (16) hours of non-management leave. Non-management leave may be used in one-tenth (1/10) hour increments subject to supervisor approval. Non-management leave does not accrue or carryover to subsequent years and is not subject to pay out.
- 2) Employees hired on or after July 1st shall be entitled to only twelve (12) hours of non-management leave in the first calendar year in which they were hired. Effective December 22, 2024, employees hired on or after July 1st shall be entitled to only twenty (20) hours of non-management leave in the first calendar year in which they were hired.
- 3) Eligible employees are not eligible for more than forty (40) ~~twenty-four (24)~~ hours of non-management leave per calendar year.

Modify Section 11 as follows:

11. VACATION ACCRUAL AND USAGE

Represented employees will be entitled to use vacation as it is earned under the following conditions:

- A. Vacation may not be taken during the first 6 months of regular employment.
- B. Vacation will be earned on a bi-weekly basis (1/26 of the yearly accrual) provided that the employee is in a paid status for at least 2/3 of the hours (53.4 hours) of that pay period.
- C. Accrued vacation time will be paid off regardless of term of employment.
- D. Annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

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<sup>1</sup> *The proposed language is subject to review and approval by the City Attorney's Office*

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COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM VACATION ACCRUAL LIMIT
1 through 4	80 hours	450 hours
5 through 9	120 hours	450 hours
10 through 15	168 hours	450 hours
16 through 20	176 hours	450 hours
21 years +	192 hours	450 hours

Effective June 23, 2024, annual and maximum vacation accrual rates, calculated to four decimal points for accuracy, are as follows:

<u>COMPLETED YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL</u>	<u>MAXIMUM VACATION ACCRUAL LIMIT</u>
<u>1 through 4</u>	<u>80 hours</u>	<u>420 hours</u>
<u>5 through 9</u>	<u>120 hours</u>	<u>420 hours</u>
<u>10 through 15</u>	<u>168 hours</u>	<u>420 hours</u>
<u>16 through 20</u>	<u>176 hours</u>	<u>420 hours</u>
<u>21 years +</u>	<u>192 hours</u>	<u>420 hours</u>

E. Maximum Vacation Accrual Limit – Employees are limited to the maximum accrual of vacation as defined, based on years of service. The current vacation balance, the year-to-date accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision. Employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.

~~1) Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described in Section 11.D above shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual Limit until December 24, 2022 (the end of the last pay period of calendar year 2022).~~

~~2) Effective December 25, 2022 (the first pay period of calendar year 2023), employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.~~

F. Temporary Supplemental Vacation Balance

- (a) Temporary Supplemental Vacation Balance – Effective June 22, 2024, employees holding positions in classifications assigned to Unit 5/7/8, who have a vacation balance over 400 hours shall have all unused accrued vacation hours above 400 hours as of June 22, 2024, placed in the Temporary Supplemental Vacation Accrual balance.
- (b) The Temporary Supplemental Vacation Accrual balance may not be increased.
- (c) Subject to supervisory approval, any Temporary Supplemental Vacation Accrual shall be available for use to the employee until the Temporary Supplemental Vacation Accrual balance has been exhausted.
- (d) If an employee leaves or retires from City service, any accrued but unused Temporary Supplemental Vacation Accrual hours will be cashed out upon the employee's retirement or other separation from City service. If permitted by the City's deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Temporary Supplemental Vacation Accrual hours to their deferred compensation account by submitting a written request no later than 30 days prior to their separation from City service.
- (e) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.
- (f) An employee must use their Temporary Supplemental Vacation Accrual for any leave of absence until the Temporary Supplemental Vacation Accrual balance has been exhausted subject to any requirement that sick leave be utilized first.
- (g) An employee may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City's Civil Service Rules.

**CITY and Unit 5/7/8 Negotiations – Healthcare**

- *Amend language to eliminate current Health Flex, Additional Health Flex, and Regular Health Flex contributions and to increase City premium contributions to 100% of the Kaiser Region 1 premium for unit members enrolled at the Employee Only and Employee Plus One level and 90% of the Kaiser Region 1 premium for unit members enrolled at the Employee Plus Two or More level.*
- *Cash-in-lieu requires an Attestation and Proof of Alternative Required Coverage (no provision for partial cash in lieu).*
- *The proposed language is subject to review and approval by the City Attorney’s Office.*

**Proposed Language:**

3. HEALTH INSURANCE PREMIUMS

A. If the Affordable Care Act (ACA) is repealed or modified in a manner such that the language in the following amended MOU provisions no longer applies and/or the ACA has been repealed or modified such that there no longer is a legal requirement that the City provide health coverage that is “affordable,” the parties agree to discuss Section 3 below, including meeting and conferring on any changes necessary to Section 3 to maintain compliance with the law.

B. The City currently contracts with the California Public Employees’ Retirement System (CalPERS) for the purpose of providing medical insurance benefits for active employees and their eligible dependents, eligible retired employees, and eligible survivors of retired employees. Eligibility of a dependent to participate in this program shall be in accordance with the terms of the Public Employees’ Medical and Hospital Care Act (PEMHCA). Eligibility of retired employees and survivors of retired employees to participate in this program shall be in accordance with those provisions of the PEMHCA providing for participation by “annuitants.”

The City’s employer contribution towards medical insurance benefits for each eligible employee shall be the minimum contribution amount required by Government Code Section 22892. Contributions provided under this Section are required only to the extent mandated by the PEMHCA.

Because CalPERS may change carriers and plans, the City shall not be required to provide a specific insurance coverage and shall only be required to provide those benefits as described in this Section so long as the City contracts for benefits with CalPERS for medical insurance benefits.

Pursuant to the PEMHCA, the City will provide each eligible annuitant, as defined by the PEMHCA, with an employer contribution towards medical insurance benefits that is equal to the PEMHCA minimum contribution provided to an active employee under this Section.

C. Definitions. For purposes of this section:

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1. “Full-time employee” refers to an employee whose regular schedule is at least 30 hours per week.
2. “Full-time position” refers to a position in a classification, whether vacant or not vacant, whose regular schedule is at least 30 hours per week.

DG. Health Insurance Contributions

1. For Plan Year 2024:

(a) For employees who enroll in a City offered health plan and whose benefits exceed the total of the City’s Health Flex Contribution, Additional Health Flex Contribution, and/or Regular Flex Contribution applicable to the employee and as described below, the balance of the benefits shall be paid by a salary deduction from the pay of the individual employee.

(b)D. Health Flex Contribution

(1): The City offers full-time employees a Health Flex Contribution of to put toward the payment of a City offered health plan. The City shall modify the Health Flex Contribution each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time position covered by this MOU) to ensure the City’s offered coverage is “affordable.” The City contributes the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) as determined by CalPERS in each calendar year. It is understood and agreed that the Health Flex Contribution described in this paragraph shall be equal to or exceed the City’s statutorily required minimum PEMHCA contribution.<sup>1</sup>

(2): Employees may not receive all or any portion of the Health Flex Contribution as cash or any other taxable benefit, and must apply the Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Health Flex Contributions.

(c)E. Additional Health Flex Contribution

(1): Full-time employees who enroll in a City health plan for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution in the amounts described in this section. For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Additional Health Flex

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<sup>1</sup> As an example, for 2020, the PEMHCA minimum is approximately \$139/month and the Health Flex Contribution is \$142.10/month, which includes the PEMHCA minimum of \$139/month.

Contribution shall be prorated as described in Section H3.E below.

~~(2)~~ Employees may not receive all or any portion of the Additional Health Flex Contribution as cash or any other taxable benefit, and must apply the Additional Health Flex Contribution to City-offered health benefits. Employees who do not enroll in City-offered health benefits will not receive any of the Additional Health Flex Contributions.

~~3.~~ ~~Effective January 1, 2020, full-time employees who enroll in a City health plan for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior section and the Regular Flex Contribution described herein, shall not exceed \$200 per month over the Kaiser employee only premium amount for the applicable year.<sup>2</sup>~~

~~4.~~ ~~Effective January 1, 2022, full-time employees:~~

~~(a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution. The City will provide an Additional Health Flex Contribution to be put towards the premium amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed \$200 per month over the Kaiser employee only premium amount for the applicable year.~~

~~(b) Who enroll in a City health plan for Employee Plus One coverage or Employee Plus Family coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.~~

~~(3)5.~~ Effective January 1, 2023, full-time employees:

(a) Who enroll in a City health plan for Employee Only coverage for which the premium amount is more

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<sup>2</sup> ~~As an example, for 2020, the Additional Health Flex Contribution is approximately \$23.70/month to these individuals since \$200 over the Kaiser employee only premium amount in 2020 is approximately \$970.56/month.~~



than \$946.86/month shall receive an Additional Health Flex Contribution. The City will provide an Additional Health Flex Contribution to be put towards the premium amount that, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed \$200 per month over the Kaiser employee only premium amount for the applicable year.

- (b) Who enroll in a City health plan for Employee Plus One coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 100% of the Kaiser Employee Plus One rate for the applicable year.
- (c) Who enroll in a City health plan for Employee Plus Family coverage for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution to be put towards the premium amount. The Additional Health Flex Contribution, when added to the Health Flex Contribution described above and the Regular Flex Contribution described herein, shall not exceed an amount equal to 90% of the Kaiser Employee Plus Family rate for the applicable year.

~~(d)~~F. Regular Flex Contribution

~~(1)~~ The City will provide full-time employees a Regular Flex Contribution equal to \$946.86/month less the Health Flex Contribution.<sup>3</sup> Employees may use the Regular Flex Contribution to pay for health benefits offered under the City’s Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 3.G. below.

~~(2)~~ Employees hired or rehired on or after January 1, 2022, who choose not to enroll in a City health plan are not eligible for a Regular Flex Contribution.

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<sup>3</sup> As an example, for 2020, the Regular Flex Contribution for employees who are regularly scheduled to work 40 hours per week is approximately \$804.76/month.

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(a) Full-time employees hired before January 1, 2022, who are laid off on or before December 31, 2023, and subsequently rehired on or before December 31, 2024, shall not be subject to Section ~~3.F.23.D.1(d)(2)~~ above and will be treated as employees subject to Section ~~3.F.13.D.1(d)(1)~~ above.

~~(3)~~ Employees eligible for the Regular Flex Contribution whose regular work schedule is 30 or more hours per week but less than 40 hours per week shall receive a reduced Regular Flex Contribution equal to the same percentage of the total of the Health Flex Contribution, Additional Health Flex Contribution, and Regular Flex Contribution amounts for their same enrollment category (e.g., if enrolled in Employee Only in 2020, \$200 over the Kaiser Employee Only premium amount) as their regular schedule compares to a 40 hour per week schedule, minus/less the Health Flex Contribution.<sup>4</sup>

~~(e)G.~~ Cash In Lieu

~~(1)~~ Full-time employees hired before January 1, 2022, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to \$946.86/month for that plan year minus the Regular Flex Contribution as calculated each calendar year, whether or not they have enrolled in coverage in prior years.<sup>5</sup> A full-time employee hired before January 1, 2022, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 3.A-F and will not receive Cash in Lieu for that plan year.

~~(2)~~ Full-time employees hired or rehired on or after January 1, 2022, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below, shall receive a Cash in Lieu amount for that plan year equal to \$250/month. A full-time employee hired on or after January 1, 2022, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 3.A-F and will not receive Cash in Lieu for that plan year.

(a) Full-time employees hired before January 1, 2022, who are laid off on or before December 31, 2023, and subsequently rehired on or before December

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<sup>4</sup> As an example, for 2020, in which \$200 over the Kaiser Employee Only premium totals \$970.56/month, a 30 hour per week employee enrolled in Employee Only coverage will receive a total Regular Flex Contribution equal to 75% of \$970.56, i.e. approximately \$727.92/month, minus/less the Health Flex Contribution of \$142.10/month, which equals a reduced Regular Flex Contribution of \$585.82/month.

<sup>5</sup> As an example, for 2020, the Cash in Lieu amount is approximately \$142.10/month for employees who are regularly scheduled to work 40 hours per week.

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31, 2024, shall not be subject to Section 3.G.23.D.1(e)(2) above and will be treated as employees subject to Section 3.G.13.D.1(e)(1) above.

~~(3)~~ For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Cash in Lieu amount shall be prorated as described in Section ~~H~~3.E below.

~~(4)~~ In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee’s Tax Family have the Alternative Required Coverage for the Opt Out Period.

(a) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City’s plan year to which the opt out applies.

(b) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

(c) Opt Out Period means the plan year to which the opt out arrangement applies.

(d) An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash in Lieu.

(e) The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

(f) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

(f) Effective January 1, 2025, this Section 3.D.1 shall expire and become ineffective.

2. Effective January 1, 2025:

(a) Health Insurance Contributions

Effective January 1, 2025, the City shall make a monthly contribution to the City's flexible benefit plan which, taken together with the mandatory PEMHCA contribution, equals one hundred percent (100%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee and employee plus one levels; and ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan for unit members enrolled at the employee plus two or more level. If the employee enrolls in a plan whose premium exceeds the City contribution, the employee shall pay the difference between the total cost of the selected plan and the City's contribution via salary deduction. In no event shall the City's contributions pursuant to the provisions of this Section, and any statutorily required minimum contribution under the PEMHCA as determined by CalPERS in each calendar year, exceed one hundred percent (100%) of the premium cost of the lowest price Kaiser (Region 1) plan at the employee and employee plus one level, or ninety percent (90%) of the premium for the lowest priced Kaiser (Region 1) plan at the employee plus two or more level, in which the employee is enrolled.

There shall be no option to receive all or any portion of the City's Contribution as cash or any other taxable benefit.

(b) Cash-In-Lieu

(1) Effective January 1, 2025, a full-time employee hired on or before December 31, 2021, into a full-time position with the City, and who chooses not to enroll in a City health plan and meets the requirements set forth below in in this subsection shall receive a Cash in Lieu amount equal to \$946.86/month paid out on the first pay period of the month.

(2) A full-time employee hired or rehired on or after January 1, 2022, and who chooses not to enroll in a City health plan and meets the requirements set forth below shall receive a Cash in Lieu amount equal to \$250/month paid out on the first pay period of the month.

(3) Requirements: In order to receive Cash in Lieu of health coverage, an employee must sign and submit a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.

(a) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or

end in or with the City's plan year to which the opt out applies.

(b) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

(c) Opt Out Period means the plan year to which the opt out arrangement applies.

(d) An employee must provide the attestation and proof of Alternative Required Coverage every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash in Lieu.

(e) The Cash in Lieu payment cannot be made and the city will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

(f) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the cash in Lieu contribution described in this subsection.

(g) For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Cash in Lieu amount shall be prorated as described in Section 3.E below

EH. Proration of Benefits

1. For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, benefits shall be prorated based on the employee’s full-time equivalent (FTE) level.

For Plan Year 2024, ~~The the~~ Health Flex Contribution is not prorated ~~and~~. ~~The the~~ Regular Flex Contribution is reduced as described in Section ~~3.F.33.D.1(e)(3)~~ above; effective January 1, 2025, the Health Flex Contribution and Regular Flex Contribution shall no longer be in effect.

FI. FMLA/CFRA Compliance

The City shall comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA).

**GJ.** Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document.

This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

**CITY and Unit 578 Negotiations – Tentative Agreement on Rest Periods**

**Proposed Language:<sup>1</sup>**

Modify Section 31 as follows:

**31. REST PERIOD FOLLOWING EMERGENCY WORK**

A. Work in Excess of Sixteen Contiguous Hours  
No employee shall be required to work in excess of sixteen (16) hours without rest unless an emergency is investigated and continued work is deemed necessary to prevent extreme property damage or to preserve human life.

B. Rest Period Following Overtime within Fifteen (15) Hours of Regular Work Shift  
1. Any employee working eight (8) or more hours at the overtime rate during the fifteen (15) hour period immediately preceding the beginning of his/her regular work shift shall be entitled to a rest period of eight (8) consecutive hours on the completion of such overtime work with the following provisions:

~~No employee shall be required to work in excess of sixteen (16) hours without rest unless an emergency is investigated and continued work is deemed necessary to prevent extreme property damage or to preserve human life.~~

2. If the eight (8) hour rest period overlaps his/her regular work shift in whole or in part, he/she will be paid at the straight-time rate for the time that falls within his/her regular work shift.

3. If the eight (8) hour rest period overlaps a portion of the first half of his/her work shift, the employee may be excused from work until the beginning of the second half of said shift. If the eight (8) hour rest period overlaps a portion of the second half of his/her work shift, he/she may be excused from work until the following work shift. He/she will be paid, however, for that portion of the rest period that overlaps his/her normal working shift. He/she will not be paid for the time between expiration of the rest period and his/her reporting for work.

4. Hours worked prior to an eight (8) hour rest period shall not be included in determining another rest period.

5. If the employee is called back to work during his/her eight (8) hour rest period, a new rest period will commence at the conclusion of such work.

C. Rest Period for Employees Called Back to Work to Perform Emergency Overtime

Any bargaining unit employee who is required by the City to report to a City worksite after the employee has completed his or her regular workday and left the worksite, or on a day the employee is not otherwise scheduled to work, shall be entitled to a minimum of three (3) hours of compensation at the overtime rate, starting at the time of notification, provided that the employee shall leave for the worksite within fifteen (15) minutes of receiving the call.~~when the employee~~

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<sup>1</sup> The proposed language is subject to review and approval by the City Attorney's Office

actually reports to a City worksite. Call back pay shall not apply to pre-scheduled overtime, holdover (where the City requires the employee to remain at the worksite after the completion of their regular work shift), or where an employee returns to the worksite less than three (3) hours before their regularly scheduled shift. [Note: Supersedes CMD 039.]

Any employee called back to work and who works a minimum of three (3) hours of emergency overtime at least nine hours but not less than two hours before the start of their regular work shift (e.g., for an employee with an 8:00 a.m. start time between the hours of 11:00 p.m. and 6:00 a.m.) will receive an eight (8) hour rest period commencing at the time of release from duty. If the eight (8) hour rest period overlaps the employee's regular work shift in whole or in part, he/she will be paid at the straight-time rate for the time that falls within their regular work shift.

D. Rest Period for Employees Who Perform Emergency Overtime Work Remotely

Employees required to perform emergency overtime remotely for at least fifteen (15) minutes at least eight hours but not less than two hours before the start of their regular work shift (e.g., for an employee with an 8:00 a.m. start time between the hours of midnight and 6:00 a.m.) shall be entitled to a minimum of one (1) hour of compensation at the overtime rate.

In addition, the employee will be released from work at the beginning of their regular work shift on an hour-for-hour basis. However, if an employee is required to perform remote emergency overtime on an additional occasion at least one hour after the most recent call during the time period above, the employee will be released for an additional hour, up to ~~four (4)~~ ~~three~~ hours total. Employees whose shift start time is delayed pursuant to this provision will be paid at the straight-time rate for the time for the time they are released. Example A: an employee who works one (1) hour of overtime from 2-3 a.m. will be released from work (paid at their regular straight time rate) for the first hour of their regular work shift. Example B: Employee B has an 8:00 a.m. start time and works 15 minutes of remote emergency overtime between midnight and 12:30 a.m.; 15 additional minutes of remote emergency overtime between 2:00 a.m. and 2:30 a.m.; and a final 15 minutes of remote emergency overtime between 3:30 a.m. and 4:00 a.m. Employee B is entitled to one hour of overtime and will be released from work for the first three (3) hours of their regular work shift.

In addition, an employee who performs five (5) hours of remote work during the sleep period (at least eight (8) hours but not less than two (2) hours before the start of their regular work shift) will receive an eight (8) hour rest period commencing at the time of release from duty. If the eight (8) hour rest period overlaps the employee's regular work shift in whole or in part, they will be paid at the straight-time rate for the time that falls within their regular work shift. An employee will receive either the eight (8) hour rest period or the delayed start provided above, whichever results in the later start time.

E. Notwithstanding the foregoing, If the employee is required to work during the 8-hour rest period required by Section 31.B or 31.C, the employee will be paid at the overtime rate for the hours worked during the 8-hour break period (inclusive of regularly



**2023 CITY OF SANTA CLARA – SANTA CLARA EMPLOYEES ASSOCIATION (UNITS 5,7,8)  
NEGOTIATIONS**

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scheduled hours). For example, if an employee works emergency overtime until 4:00 a.m. and is required to work their regular work shift starting at 8:00 a.m., the employee will be paid at the overtime rate for the hours from 8:00 a.m. until noon.

Similarly, if an employee is required to work during the period they are released from work pursuant to Section 31.D, they shall be paid at the overtime rate for all work performed during that period.

Overtime pay under this section is in lieu of (not in addition to) the employee's regular pay for those hours.

~~regular work hours on a work shift without having had a rest period of eight (8) hours, for which he/she has qualified as set forth above, he/she shall be paid at the overtime rate for all work performed until he/she has been released from duty for at least eight (8) hours.~~

**Tentative Agreement – Negotiations Start and Total Compensation Survey**

**Proposed Language:<sup>1</sup>**

Modify Section 40 as follows:

40. NEXT MEMORANDUM OF UNDERSTANDING

The City and the Employees' Association will commence negotiations on a successor Memorandum of Understanding not later than July 1, 2027. ~~August 2023~~.

Modify Section 1.E as follows:

1. WAGE ADJUSTMENTS

E. Prior to August 1 of the year in which the MOU expires, ~~negotiations~~, the City will prepare a total compensation survey by computing the total compensation effective October 1 afforded similarly represented classifications of Combination Inspector in the comparing agencies of the cities of San Jose, Mountain View, Palo Alto, Milpitas and Sunnyvale and obtaining the average total compensation afforded those agencies. Beginning in January 2027, the Parties will meet over whether to change the survey classification from Combination Inspector to Office Specialist II or another classification and/or whether to change the comparator survey agencies. Changes to the survey classification and/or comparator survey agencies will be by mutual agreement only.

The survey methodology shall be as set forth below, with the compensation elements used in the survey below.

1. Top Step Salary - Maximum step in the monthly salary range for classification (excluding seniority or longevity steps).
2. Retirement - Employer contribution to social security plans and blended employer contribution rate to retirement for new members as defined under the Public Employees Pension Reform Act (PEPRA).
3. Life, Medical, Dental, VEBA, Retiree Medical, LTD and other Insurance - Maximum agency monthly contribution per employee to insurance premiums plus maximum agency monthly contribution to other fringe benefit insurance premiums. For retiree health, the top monthly amount to which an active PEPRA Member employee would be entitled when the employee retired (i.e. if an agency has a years of service requirement or more than one retiree health tier applicable to current employees, then whatever the highest potential amount applicable to any current PEPRA employee should be used in the survey).
- ~~3. Retirement – Employer contribution to social security plans and blended employer contribution rate to retirement.~~

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<sup>1</sup> *The proposed language is subject to review and approval by the City Attorney's Office*

**2023 CITY OF SANTA CLARA – SANTA CLARA EMPLOYEES ASSOCIATION (UNITS 5,7,8)  
NEGOTIATIONS**

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4. Holiday Pay - Number of paid holiday hours allowed by agency per year times the base hourly rate divided by 12.
5. Vacation Pay - Maximum number of annual paid vacation hours allowed by agency per employee upon completion of five (5) years' service times the base hourly rate divided by 12.
6. Other - Monthly salary equivalent of or maximum monthly agency contribution to other fringe benefits available to all full-time agency employees. To be eligible for inclusion in comparison data, such benefits of the comparing jurisdiction must be of a recurring nature or become part of their compensation base. This category includes the City's monthly contributions to employees' VEBA accounts.
7. Total Compensation - The sum of Items 1 through 6 above.

CITY and Unit 5/7/8 Negotiations – Standby Pay

Proposed Language:<sup>1</sup>

15. OTHER PAYS

D. RAINGEAR REIMBURSEMENT/FOOTWEAR REIMBURSEMENT

~~1) 1)~~ Raingear:

~~(a)~~ For each fiscal year commencing with FY 2018-19, employees working in the classifications set forth in Appendix A may be reimbursed up to a maximum of \$120 per fiscal year, with requests for reimbursement for each fiscal year must be timely filed no later than June 10<sup>th</sup> of the applicable fiscal year. Any portion of the \$120 provided for and not used in a particular fiscal year may be rolled over and used (or lost) in the following fiscal year.

~~(a)(b)~~ Effective the first pay period after July 1, 2024, employees working in classifications set forth in Appendix A shall receive a flat dollar lump sum (non-pensionable) amount of \$1520 each fiscal year toward the purchase of the appropriate raingear. Employees receiving the amount listed in this section are required to purchase and use the appropriate raingear.

~~2) 2)~~ Safety Boots:

~~(a)~~ For each fiscal year commencing with FY 2018-19, employees who are required to wear safety toed safety shoes (or boots), will be reimbursed an amount not to exceed \$237 per fiscal year toward the purchase or repair of safety toed safety shoes (or boots). Employees who are required to wear safety toed safety shoes (or boots) are subject to disciplinary action if they do not have them available at the work site. Requests for reimbursement for each fiscal year must be timely filed no later than June 10<sup>th</sup> of the applicable fiscal year.

~~(b)~~ Effective the first pay period after July 1, 2024, employees in classifications in the Departments listed below shall receive a flat dollar lump sum (non-pensionable) amount of \$27537 each fiscal year toward the purchase or repair of safety toed safety shoes (or boots). Employees receiving the amount listed in this section are required to purchase/maintain and use the safety toed safety shoes (or boots).

- a. Community Development Department
  - i. Building/Housing Inspector (Job Code 254)
  - ii. Code Enforcement Officer (Job Code 330)
  - iii. Code Enforcement Technician (Job Code 329)
  - iv. Housing Inspector (Job Code 500)

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<sup>1</sup> The proposed language is subject to review and approval by the City Attorney’s Office

b. Finance

- i. Meter Reader (Job Code 595)
- ii. Utility Field Services Worker (Job Code 897)
- iii. Utility Field Services Supervisor (Job Code 896)

c. Parks and Recreation

- i. Park Foreperson (Job Code 615)

d. Public Works

- i. Automotive Services Utility Worker (Job Code 244)
- ii. Building/Housing Inspector (Job Code 254)
- iii. Code Enforcement Officer (Job Code 330)
- iv. Code Enforcement Technician (Job Code 329)
- v. Combination Inspector (Job Code 336)
- vi. Fleet Coordinator (Job Code 466)
- vii. Housing Inspector (Job Code 500)
- viii. Public Works Supervisor (Job Code 151)
- ix. Senior Inspector (Job Code 750)
- x. Senior Materials Handler (Job Code 760)

e. Water and Sewer

- i. Assistant Water & Sanitary Sewer Superintendent (Job Code 229)
- ii. Code Enforcement Officer (Job Code 330)
- iii. Code Enforcement Technician (Job Code 329)
- iv. Utility Crew Supervisor (Job Code 881)
- v. Water Resources Specialist (Job Code 907)

(d) Effective the first pay period after July 1, 2024, employees in classifications in the City of Santa Clara Electric Utility Department shall continue to be subject to the reimbursement for safety toed safety shoes (or boots) as described in Section 15.D.2(a) above.

(e) Employees who are required to wear safety toed safety shoes (or boots) are subject to disciplinary action if they do not have them available at the work site.

3) 3)–Walking Shoes: Separate and apart from any other paragraph in this Section, the classifications of Meter Readers (Job Code 595), Utility Field Services Workers (Job Code 897) and Utility Field Service Supervisors (Job Code 896) are required to wear walking shoes while checking meters. The City will reimburse employees in these classifications an amount not to exceed \$120 each fiscal year commencing with FY 2018-19. Requests for reimbursement for each fiscal year must be timely filed no later than June 10<sup>th</sup> of the applicable fiscal year.

(a) Effective the first pay period after July 1, 2024, employees in classifications of Meter Readers (Job Code 595), Utility Field Services Workers (Job Code 897) and Utility Field Service Supervisors (Job Code 896) shall receive a

**2023 CITY OF SANTA CLARA – CITY OF SANTA CLARA – CITY OF SANTA CLARA EMPLOYEES’ ASSOCIATION (UNIT 5/7/8) NEGOTIATIONS**

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flat dollar lump sum (non-pensionable) amount of \$120 each fiscal year toward the purchase or repair of appropriate walking shoes. Employees receiving the amount listed in this section are required to purchase and use the appropriate walking shoes.

- 4) The City will continue the current policy to provide safety and/or protective equipment and/or clothing for use by the employee while performing his/her normal duties or during inclement weather or in other occasional special assignments or conditions. This includes right of way footwear.

CITY and Unit 5/7/8 Negotiations – Appendix A

Proposed Language:

**APPENDIX A**

- ~~Assistant Sanitary Sewer Superintendent~~
- Assistant Water ~~and Sanitary Sewer~~ Superintendent ([Job Code 229](#))
- Automotive Services Utility Worker ([Job Code 244](#))
- ~~Automotive Foreman/Forewoman\*~~
- Building/~~Housing~~ Inspector ([Job Code 254](#))
- [Chief of Party \(Job Code 310\)](#)
- [Code Enforcement Officer \(Job Code 330\)](#)
- [Code Enforcement Technician \(Job Code 329\)](#)
- [Combination Inspector \(Job Code 336\)](#)
- [Fleet Coordinator \(Job Code 466\)](#)
- [Housing Inspector \(Job Code 500\)](#)
- ~~Landscape Foreman/Forewoman\*~~
- [Meter Reader \(Job Code 595\)](#)
- Park ~~Foreman/Forewoman~~Foreperson ([Job Code 615](#))
- [Public Works Inspector \(Job Code 680\)](#)
- [Public Works Supervisor \(Job Code 151\)](#)
- [Purchasing Utility Worker \(Job Code 679\)](#)
- ~~Solid Waste Foreman/Forewoman\*~~
- [Senior Materials Handler \(Job Code 760\) \(Public Works only\)](#)
- [Senior Inspector \(Job Code 750\)](#)
- [Utility Crew Supervisor \(Job Code 881\)](#)
- [Utility Field Services Supervisor \(Job Code 896\)](#)
- [Utility Field Services Worker \(Job Code 897\)](#)
- [Utility Inspection Supervisor \(Job Code 467\)](#)
- ~~Water and Meter Service Supervisor~~

\* ***These classifications (as well as Building Maintenance Foreperson, Street Foreman/Forewoman, Street Maintenance Foreperson, and Traffic Maintenance Foreman/Forewoman) were consolidated into the Public Works Supervisor (Job Code 151) classification.***

CITY and Unit 5/7/8 Negotiations – Standby Pay

Proposed Language:<sup>1</sup>

15. OTHER PAYS

C. STANDBY PAY

- 1) ~~Effective the first full pay period following City Council approval of this MOU,~~ Employees in the classification of Electric Utility Programmer Analyst (Job Code 440), Electric Utility Network Administrator (Job Code 436), and Senior Energy Systems Analyst (Job Code 744), Electric Utility Database Administrator (Job Code 177), Key Customer Representative (Job Code 505) and Senior Key Customer Representative (Job Code 752) in the Electric Utility department shall be eligible for standby pay in the amount of \$20 per day (\$140 per week)~~\$100 per week~~ when assigned in writing by an authorized manager or designee to work standby. Standby duty is when an employee is assigned to (a) be ready to respond in a reasonable time to calls for his/her service; (b) be readily available at all hours by telephone to respond to calls for service; and (c) refrain from activities which might impair his/her ability to safely and effectively perform assigned job duties. Employees shall also be entitled to overtime pay at the applicable rate if actually called to work, with minimum call back overtime amounts applicable if required to travel to a City work location.
  
- 2) ~~The parties understand and agree that only one employee from these three classifications shall typically be assigned to standby pay.~~ If an employee due to sickness, vacation, emergency or other reason is not able to fulfill the week-long standby assignment, the employee shall receive the proportionate share of the \$1400/week standby pay as equals the number of days out of seven days in which the employee was assigned to standby status. (For example, if the employee only serves in the standby assignment for 4 days, the employee will receive 4/7th of \$1400 or \$80.0057.14 for that week. If a different employee serves the other 3 days of this standby assignment week, the other employee will receive 3/7th of \$1400 or \$60.0042.86 for that week.)

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<sup>1</sup> The proposed language is subject to review and approval by the City Attorney’s Office



**TENTATIVE AGREEMENT – Labor Management Committee**

**46. LABOR MANAGEMENT COMMITTEE**

Human Resources and up to ~~three~~ five (5) representatives of Employees' Association leadership shall meet quarterly to discuss issues affective Employees' Association employees that may arise in the usual course of business.

**TENTATIVE AGREEMENT – Resident Status**

**(NEW) RESIDENT STATUS**

Effective immediately following City Council adoption of the MOU through December 31, 2027, the City will maintain a pilot program whereby an employee represented by Unit 578 will be permitted to pay the "resident" rate rather than the non-resident rate for City programs and activities so long as the employee's sign-up or participation will not interfere with a resident's access to or ability to participate in the applicable program or activity.

# Tentative Agreements

TENTATIVE AGREEMENT - RECLASSIFICATION

Modify Section 1.D as follows:

1. WAGE ADJUSTMENTS

D. There shall be no employee generated reclassification requests during the term of this MOU. ~~However, the City agrees to discuss a City-wide reclassification policy during the term of this MOU. If a City-wide reclassification policy is not in place by July 1, 2021,~~

The Employees' Association may advance one (1) up to three (3) reclassification requests to Human Resources each quarter (up to four (4) per fiscal year) until the City adopts a City-wide reclassification policy at which time this MOU provision right will be null and void. Within six (6) months after a reclassification request is filed, the City will provide a response, either (a) granting or denying the request or (b) notifying the employee and Association that the analysis is not yet complete and specifying a time within which it expects to complete review of the request. Denial of a reclassification request shall include an explanation of the basis for denial. Neither an employee nor the Employees' Association shall have the right to file a grievance regarding either Human Resources' decision whether or not to study the Employees' Association requested reclassification, nor Human Resources' conclusions if the classification is studied.

For SCEA:



Date: 11/14/2023

For the City:



Date: 14 Nov, 2023

**Tentative Agreement – Negotiations Start and Total Compensation Survey**

**Proposed Language:<sup>1</sup>**

Modify Section 40 as follows:

40. NEXT MEMORANDUM OF UNDERSTANDING

The City and the Employees' Association will commence negotiations on a successor Memorandum of Understanding not later than July 1, 2026. ~~August 2023.~~

Modify Section 1.E as follows:

1. WAGE ADJUSTMENTS

E. Prior to August 1 of the year in which the MOU expires, ~~negotiations,~~ the City will prepare a total compensation survey by computing the total compensation effective October 1 afforded similarly represented classifications of Combination Inspector in the comparing agencies of the cities of San Jose, Mountain View, Palo Alto, Milpitas and Sunnyvale and obtaining the average total compensation afforded those agencies. Beginning in January 2026, the Parties will meet over whether to change the survey classification from Combination Inspector to Office Specialist II or another classification and/or whether to change the comparator survey agencies. Changes to the survey classification and/or comparator survey agencies will be by mutual agreement only.

The survey methodology shall be as set forth below, with the compensation elements used in the survey below.

1. Top Step Salary - Maximum step in the monthly salary range for classification (excluding seniority or longevity steps).
2. Retirement - Employer contribution to social security plans and blended employer contribution rate to retirement for new members as defined under the Public Employees Pension Reform Act (PEPRA).
3. Life, Medical, Dental, VEBA, Retiree Medical, LTD and other Insurance - Maximum agency monthly contribution per employee to insurance premiums plus maximum agency monthly contribution to other fringe benefit insurance premiums. For retiree health, the top monthly amount to which an active PEPRA Member employee would be entitled when the employee retired (i.e. if an agency has a years of service requirement or more than one retiree health tier applicable to current employees, then whatever the highest potential amount applicable to any current PEPRA employee should be used in the survey).
- ~~3. Retirement – Employer contribution to social security plans and blended employer contribution rate to retirement.~~

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<sup>1</sup> *The proposed language is subject to review and approval by the City Attorney's Office*

2023 CITY OF SANTA CLARA – SANTA CLARA EMPLOYEES ASSOCIATION (UNITS 5,7,8)  
NEGOTIATIONS

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4. Holiday Pay - Number of paid holiday hours allowed by agency per year times the base hourly rate divided by 12.
5. Vacation Pay - Maximum number of annual paid vacation hours allowed by agency per employee upon completion of five (5) years' service times the base hourly rate divided by 12.
6. Other - Monthly salary equivalent of or maximum monthly agency contribution to other fringe benefits available to all full-time agency employees. To be eligible for inclusion in comparison data, such benefits of the comparing jurisdiction must be of a recurring nature or become part of their compensation base. This category includes the City's monthly contributions to employees' VEBA accounts.
7. Total Compensation - The sum of Items 1 through 6 above.

For SCEA:



Date: 11/14/2023

For the City:



Date: 11/14/2023

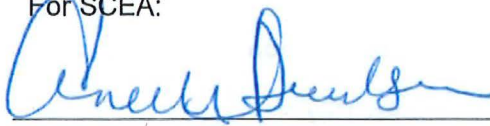
TENTATIVE AGREEMENT – VACATION FOR NEW HIRES

11. VACATION ACCRUAL AND USAGE

A. ~~Vacation may not be taken during the first 6 months of regular employment.~~

[Renumber Following Sections]

For SCEA:



Date: 10/12/2023

For the City:



Date: 12 Oct., 2023

**Tentative Agreement – Bilingual Pay**

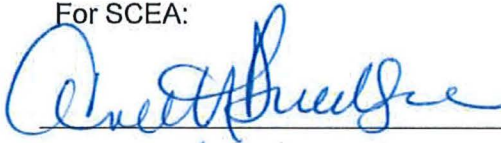
**Proposed Language:<sup>1</sup>**

15. OTHER PAYS

H. BILINGUAL PAY

- 1) Effective the first full pay period following Council approval of this MOU, a represented employee shall be entitled to receive, in addition to the employee's regular compensation, fifty-five dollars (\$55.00) per bi-weekly pay period for bilingual skills if the employee meets the following criteria:
  - a) Certification from the City, by oral examination, that the employee possesses the needed language skills.
  - b) A decision by the applicable Department Head that there is a significant need or benefit, on a regular basis, to having the employee certified in a particular language other than English.
  - c) Certifications required and obtained above will not necessarily follow an employee if transferred or promoted.
  
- 2) Employees receiving bilingual pay under this provision are required to provide verbal translation services as a condition of receiving the pay. Employees receiving bilingual pay under this provision have not been certified to provide written translation services and are not required to provide those services.

For SCEA:



Date: 11/30/2023

For the City:



Date: 11/30/23

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<sup>1</sup> The proposed language is subject to review and approval by the City Attorney's Office



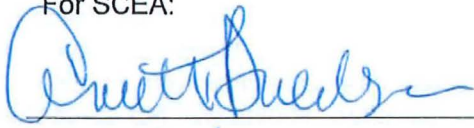
TENTATIVE AGREEMENT – Association Security

20. ASSOCIATION SECURITY AGENCY SHOP

...

- H. The City shall provide the Employees' Association-with a list of Employees' Association members, including separated employees (if any), and a Citywide list of promotions, on a monthly basis.

For SCEA:



Date: 11/14/2023

For the City:



Date: 19 Nov. 2023

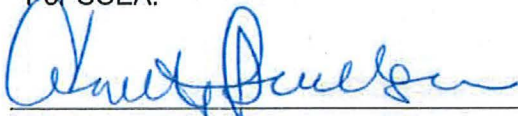
TENTATIVE AGREEMENT – EMERGENCY PAID LEAVE POOL

21. EMERGENCY PAID LEAVE POOL

B. METHODS OF DONATION

5. Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated. The Finance Department will report the status of the fund on a calendar quarter basis to Each calendar quarter, the City will provide the Employees' Association with a report showing the balance of the fund, including overall usage and contributions during the quarter.

For SCEA:



Date: 10/12/2023

For the City:



Date: 12 Oct, 2023

**Tentative Agreement – Severance**

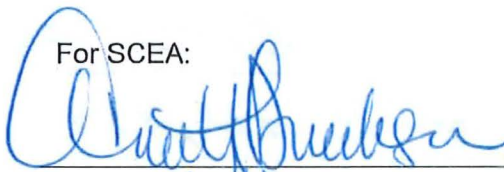
**Proposed Language:<sup>1</sup>**

Modify Section 25.F as follows:

25. LAYOFF POLICY

F. Severance Pay

Represented employees who are terminated from their positions in (1) Silicon Valley Power, (2) the City of Santa Clara Electric Water and Sewer Utilities Utility Department, or from their positions (3) in the City's Meter Reader classifications, as a result of a buyout, merger, or takeover of the electric, water, or sewer utility during the term of this MOU, and are offered no other position within the City, shall receive severance pay as follows. Such terminated employee(s) shall be compensated at the rate of forty (40) hours [one week's pay] for each year of service as a City of Santa Clara employee, to a maximum of six hundred forty (640) hours [sixteen (16) weeks].

For SCEA:  


Date: 11/21/2023

For the City:



Date: 11/21/23

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<sup>1</sup> The proposed language is subject to review and approval by the City Attorney's Office

TENTATIVE AGREEMENT – REDUCED WORKWEEK

29. REDUCED WORK WEEK/REDUCED PAY AND VOLUNTARY TIME OFF (VTO)

Employee participation in this plan is contingent upon the City's understanding and agreement that employee participation cannot be interpreted as anything other than a temporary and limited good faith effort being made by the employee to do his/her part to help ease the current budget crisis. This is not to be construed as a representation of employee commitment to a permanent program or an admission of any kind that the employee would not be harmed by such a plan becoming mandatory.

A. REDUCED WORK WEEK/REDUCED PAY

Employees may request a reduced work week schedule (32 hours per week instead of 40 hours per week, for example) at the same hourly rate of pay, subject to the following conditions:

- 1) With the approval of the Department Head and the City Manager, a binding work schedule as requested by the employee will be developed that may be modified only with the approval of both the City and the employee.

[No Change to Remainder of Section]

For SCEA:



Date: 11/2/2023

For the City:




Date: 11/2/23

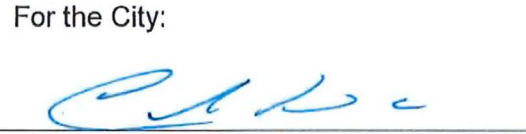
TENTATIVE AGREEMENT – MEET AND CONFER ITEMS

44. MEET AND CONFER ITEMS

- A. The City and the Employees' Association agree that they will continue to meet and confer on proposed changes in the Personnel and Salary Resolution that affect wages, hours, and terms and conditions of employment, and meet and consult regarding all other proposed changes to the Resolution after the parties ratify and adopt this MOU. Except in cases of emergency the City shall give twenty-one (21) calendar days' written notice to the Employees' Association of changes directly relating to matters within the scope of representation. In cases of emergency, the City shall provide notice and opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.
  
- B. The City intends to update, delete and/or convert various CMDs during the term of this MOU and will provides the Employees' Association with twenty-one (21) calendar days' advance notice and the opportunity to meet and confer with the Employees' Association on changes within the scope of bargaining.
  
- C. The City will provide the Employees' Association with twenty-one (21) calendar days' notice prior to adopting a new classification which will be assigned to the SCEA bargaining Unit. Upon request, the City will Meet and Confer to determine if the classification needs to be added to any section of the MOU.

For SCEA:  


Date: 11/2/2023

For the City:  


Date: 11/2/23

**TENTATIVE AGREEMENT – Certification Pay**

**44. MEET AND CONFER ITEMS**

Add the following:

**D. Certification Pays**

The Parties have a shared interest in implementing a Certification Recognition Program to provide incentives for City employees to obtain and maintain professional certifications in excess of those required by their classification specifications or by any applicable law or regulation.

No later than March 1, 2024, the Employees' Association will provide a list of proposed classifications and certifications which would qualify for the Certification Recognition Program. The list will include all certifications proposed for each identified classification.

For Example:

Assistant Water Superintendent	<ul style="list-style-type: none"><li>• Water Distribution Operators Certificate (Grade D-4)</li><li>• Water Distribution Operators Certificate (Grade D-5)</li></ul>
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The Department of Human Resources will review the list of proposed eligible classifications and certifications with the appropriate Department Head and will provide responses to the proposed certifications and classifications (including any City-proposed certificates) no later than June 1, 2024. If the Employees Association disagrees with the City's response, the parties will meet and confer over which classifications and certifications to be included in the Certification Recognition Program. Provided, however: (1) the Certification Recognition Program shall not provide pay for any certification required by the employee's classification specification, or by any applicable law or regulation; (2) Certification Pay under the program will begin the pay period after the Department provides proof of the requisite certification(s) to the Human Resources Department and will be scheduled to end when the certification expires (employees are responsible for providing any renewed certificates); and (3) the implementation of a Certification Recognition Program, the amount of any pay under the program, and the addition of any classifications or certifications to that program will be by mutual agreement only.

For SCEA:



Date: 11/14/2023

For the City:



Date: 11 Nov. 2023

TENTATIVE AGREEMENT – GRIEVANCE PROCEDURE

45. GRIEVANCE PROCEDURE

- A. The City's employee grievance process is established in City Manager's Directive #47 (CMD #47), titled On the Job Personnel Grievances. If an employee chooses not to have SCEA representation, the employee will follow the grievance procedure in CMD #47. The following procedure is in place for represented employees who choose to have SCEA representation during the course of the Grievance process. A Grievance may not be filed under both CMD #47 and this process. The grievant shall follow the process where the Grievance was first filed.

Any dispute between the City and the Employees' Association regarding the interpretation or application of this written Memorandum of Understanding or other written City policies or procedures governing the Employees' Association represented employees' employment shall be considered a grievance.

- B. A grievance may be initiated only by the employee directly affected except as otherwise provided herein. Where the dispute affects a large group of employees in the representation unit, the Employees' Association may file a grievance on behalf of such employee(s). A grievance does not include or apply to discipline appeals, which procedure is set forth in the Civil Service Rules and Regulations. Also, a complaint of discrimination, harassment or retaliation shall not constitute a grievance under this provision; rather, the procedure for such complaints is set forth in the City's Affirmative Action Plan, a copy of which is on file in the Office of Testing and Classification and with the City Clerk. The Employees' Association also agrees that neither the Employees' Association nor employees may grieve performance evaluation decisions or decisions regarding alternative work schedules.

- C. STEP 1  
1) Step 1 of the process is the informal discussion between the employee and his/her supervisor (up to and including the department head). The grievance must be presented in writing within twenty-one (21) calendar days following of the date the employee knew or should have known of the event or events on which the grievance is based. The supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within twenty-one (21) calendar days after receiving the written grievance, the immediate supervisor shall give the employee a written response. If the employee is not satisfied with the response of the immediate supervisor, the employee may appeal the grievance to Step 2.

[No Change to the Remainder of the Section.]

For SCEA:



Date: 11/9/2023

For the City:



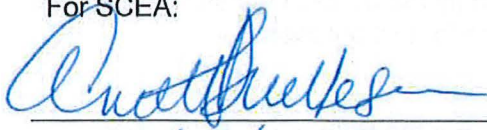
Date: 11/9/23

**TENTATIVE AGREEMENT – Labor Management Committee**

**46. LABOR MANAGEMENT COMMITTEE**

Human Resources and up to ~~three~~ five (5) representatives of Employees' Association leadership shall meet quarterly to discuss issues affective Employees' Association employees that may arise in the usual course of business beginning no later than March 31, 20242024.

For SCEA:



Date: 11/14/2023

For the City:



Date: 19 Nov, 2023



TENTATIVE AGREEMENT – NEW EMPLOYEE ORIENTATION

(NEW). NEW EMPLOYEE ORIENTATION

The City shall generally provide the SCEA with ten (10) days advance notice of the date, time and location of a new employee orientation involving SCEA-represented classifications; however, the SCEA agrees that, where ten (10) days advance notice is not reasonable, (e.g. orientation to occur fewer than ten (10) days after employee accepts employment), the City will provide the SCEA with as much notice as possible. During or immediately following orientation sessions where new employees represented by the bargaining unit are present, the SCEA shall be allowed thirty (30) minutes during the session to speak to employees represented by the SCEA. One steward, chapter officer, or member shall be granted release time for this purpose.

For SCEA:



Date: 10/12/2023

For the City:



Date: 12 Oct., 2023

TENTATIVE AGREEMENT – Resident Status

(NEW) RESIDENT STATUS

For the duration of the 2023-26 MOU, the City will maintain a pilot program whereby an employee represented by Unit 578 will be permitted to pay the "resident" rate rather than the non-resident rate for City Parks & Recreation programs and activities so long as the employee's sign-up or participation will not interfere with a resident's access to or ability to participate in the applicable program or activity.

For SCEA:  


Date: 11/21/2023

For the City:



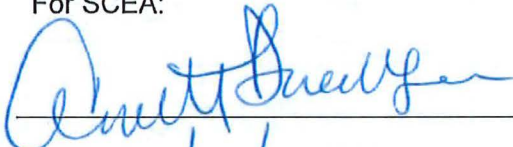
Date: 11/21/23

TENTATIVE AGREEMENT - ADDENDUM TO GROUND RULES

Add the following to the Parties' Groundrules:

13. In the interest of a prompt and efficient ratification vote, the City will authorize up to one (1) hour of release time for voting once the parties have executed a total tentative agreement.

For SCEA:



Date:

11/14/2023

For the City:



Date:

14 Nov, 2023