

CITY OF SANTA CLARA-PUBLIC SAFETY NON-SWORN EMPLOYEES ASSOCIATION (UNIT 10)
2021 NEGOTIATIONS
MEDIATED TENTATIVE AGREEMENT

1. Term

- a. 4 years (December 19, 2021 to December 31, 2025)

2. Wages

- a. December 2021 – All salary ranges to remain status quo
- b. December 2022 – All salary ranges to remain status quo
- c. December 2023 – All salary ranges are to be increased by approximately 5%
- d. December 2024 – All salary ranges are to be increased by approximately 4%

3. Lump Sum

- a. \$5,000 non-pensionable lump sum payment (prorated for part-time employees) after ratification by Unit 10 membership and approval by City Council

4. POST

- a. Effective the first pay period of calendar year 2023, the POST Certification pay shall be increased as follows:
 - i. Dispatcher classifications – Maximum of 5% (from 3%)
 - 1. Intermediate POST – 2.5% (from 1.5%)
 - 2. Advanced POST – 2.5% (from 1.5%)
 - ii. Police Records Supervisor – 2.5% (from 1.5%)

5. Education Incentive

- a. Effective the first pay period of calendar year 2023, all Unit 10 employees with BA/BS from an accredited college/university shall be eligible to receive an educational incentive of 2% of their base pay the first full pay period after submission of proof of BA/BS and where a BA/BS is not a minimum requirement of the classification
 - i. For any Unit 10 classification where a BA/BS is a minimum requirement, an employee will be eligible to receive the educational incentive of 2% of their base pay the if they possess a Master's Degree from an accredited college/university the first full pay period after submission of proof of their Master's Degree and where a Master's Degree is not a minimum requirement of the classification.
- b. An employee may not receive more than an educational incentive of 2% of their base pay

6. Deferred Compensation

- a. Effective the first pay period of calendar year 2023, the City shall contribute \$300 (from \$100) per month to the City's deferred compensation plan on behalf of each Unit 10 employee

7. Healthcare

- a. Effective January 1, 2024, the City will provide 100% of the Kaiser (Region 1) Premium for employees enrolled in the Employee Only and Employee Plus One levels, and 90% of the Kaiser (Region 1) Premium for employees enrolled in the Employee Plus 2 or More Level; employees may not receive all or any portion of the City's contribution as cash or other taxable benefit
- b. Cash in Lieu – employees who submit attestation and Proof of Alternative Required Coverage shall receive \$1,261.7/month if hired on or before December 31, 2023, or \$250 month if hired on or after January 1, 2024
- c. Benefits are prorated based on the employee's FTE level

8. Jail Services Officers (Corrections Academy)

- a. Employees hired on or after January 1, 2023 into the Jail Services Officer (Job Code 353) will be required to complete the Corrections Academy within 1 year of hire

9. Psychological Counseling

- a. Employees in the Police Department are eligible for counseling services available to the Police Officers Association (Unit 2)
- b. Employees in the Fire Department are eligible for counseling services available to the Santa Clara Firefighters' Association, IAFF Local 1171 (Unit 1)

10. Recruitment Incentive

- a. Unit 10 employees who are responsible for a Public Safety Dispatcher, Sr. Public Safety Dispatcher, Police Officer, or Police Recruit joining the Police Department shall receive compensatory time off (CTO) as follows:
 - i. 10 hours when employee is hired
 - ii. 10 hours after employee completes the applicable training program
 - iii. 10 hours after the employee completes their probationary period

11. Work Schedules

- a. Current Section 36 of the City-Unit 10 MOU entitled "Jail Service Officers' Schedule" shall be deleted

12. Employee Fitness Program

- a. Side Letter Agreement for an ongoing Employee Fitness Program as discussed by the parties

13. Uniform Allowance

- a. Effective the first pay period of calendar year 2023, the annual uniform allowance of \$600/year shall be paid on the first 2 pay periods of each month; new employees will no longer be eligible for an advance of the uniform allowance

14. Dues Deduction

- a. Effective the first pay period of calendar year 2023, the City will deduct the dues from the first 2 pay periods of each month; if the City fails to make the authorized deduction, it will do so prospectively; Unit 10 is responsible for refunding any over payment of dues by an employee

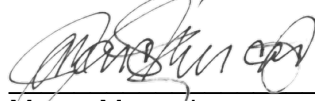
Unless listed above, all other terms of the Memorandum of Understanding (MOU) between the City and the Public Safety Non-Sworn Employees Association (Unit 10) shall remain status quo. The specific language to update the MOU to reflect the terms above to follow.

Unit 10 notified the City on or about October 10, 2022, that the membership has ratified this agreement. This agreement will be placed on the November 1, 2022, City Council agenda for approval in open session.

FOR THE CITY OF SANTA CLARA:

 10/18/2022

Aracely Azevedo Date
Director of Human Resources

 10/18/2022

Marco Mercado Date
Assistant Director of Human Resources

FOR THE PSNSEA (UNIT 10):

See attached email

Peter Hoffmann Date
Lead Negotiator

See attached email

Rachel Thomas Date
President, PSNSEA (Unit 10)

From: [Peter Hoffmann](#)
To: [Rachel Thomas](#)
Cc: [Marco Mercado](#); [Aracely Azevedo](#); [Grant Sakakihara](#)
Subject: Re: City-PSNSEA Unit 10 Mediated Tentative Agreement
Date: Tuesday, October 18, 2022 2:03:31 PM

Concur

Peter A. Hoffmann
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On Oct 18, 2022, at 1:44 PM, Rachel Thomas <RThomas@santaclaraca.gov> wrote:

Hi Marco,

Please accept this email as my signature on the TA agreement. A minor correction though, it should technically be titled 2021 Negotiations.

Thank you,
Rachel

From: Marco Mercado <MMercado@Santaclaraca.gov>

Sent: Tuesday, October 18, 2022 11:12 AM

To: Peter Hoffmann <phoffmann@rslawyers.com>; Rachel Thomas <RThomas@santaclaraca.gov>

Cc: Aracely Azevedo <AAzevedo@SantaClaraCA.gov>; Grant Sakakihara <GSakakihara@SantaClaraCA.gov>

Subject: City-PSNSEA Unit 10 Mediated Tentative Agreement

Importance: High

Hi-

Please review the attached. If acceptable, please email me back and we will consider that your signature approving the attached TA between the City and the PSNSEA Unit 10.

As previously communicated, we are looking the November 1st City Council meeting for approval of the attached TA.

For your reference, I have attached the Mediator's Proposal for settlement as well as our prior communications which amended the Mediator's Proposal.

We are working on the updated MOU language and will get that to you as soon as we can.

Thanks.

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