

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

**UNCLASSIFIED FIRE MANAGEMENT
EMPLOYEES
UNIT 9B**



DECEMBER 17, 2017 – DECEMBER 26, 2020

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
UNCLASSIFIED FIRE MANAGEMENT EMPLOYEES, UNIT #9B

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Table of Contents

1. SALARIES.....	1
2. MERIT PAY/SALARY ADJUSTMENT SYSTEM.....	2
3. VACATION ACCRUAL AND USAGE	2
4. HEALTH INSURANCE	3
5. HOLIDAYS.....	5
6. MANAGEMENT LEAVE PROGRAM.....	5
7. PROFESSIONAL DEVELOPMENT.....	6
8. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE	6
9. BEREAVEMENT LEAVE.....	8
10. VOLUNTARY TIME OFF.....	8
11. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA).....	9
12. RETIREE MEDICAL REIMBURSEMENT BENEFIT	9
13. EMPLOYEE ASSISTANCE PROGRAM.....	10
14. PSYCHOLOGICAL COUNSELING	10
15. DEPLOYMENT PAY	11
16. PDA/SMART PHONE STIPEND	11
17. DENTAL INSURANCE	11
18. LIFE INSURANCE.....	12
19. UNIFORM ALLOWANCE	12
20. SAFETY AND PROTECTIVE EQUIPMENT	12
21. RESIDENCY BENEFITS.....	13
22. DOMESTIC PARTNERS.....	13
23. PAY PERIODS.....	13
24. DECLARATION.....	13
25. NEXT MEMORANDUM OF UNDERSTANDING	13
APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION.....	14

Alphabetical Table of Contents

APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION.....	14
BEREAVEMENT LEAVE.....	8
DECLARATION.....	13
DENTAL INSURANCE	11
DEPLOYMENT PAY	11
DOMESTIC PARTNERS.....	13
EMPLOYEE ASSISTANCE PROGRAM.....	10
HEALTH INSURANCE	3
HOLIDAYS.....	5
LIFE INSURANCE	12
MANAGEMENT LEAVE PROGRAM.....	5
MERIT PAY/SALARY ADJUSTMENT SYSTEM.....	2
NEXT MEMORANDUM OF UNDERSTANDING	14
PAY PERIODS.....	13
PDA/SMART PHONE STIPEND	11
PROFESSIONAL DEVELOPMENT.....	6
PSYCHOLOGICAL COUNSELING	10
RESIDENCY BENEFITS.....	13
RETIREE MEDICAL REIMBURSEMENT BENEFIT	9
SAFETY AND PROTECTIVE EQUIPMENT	12
SALARY.....	1
SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE	6
UNIFORM ALLOWANCE	12
VACATION ACCRUAL AND USAGE	2
VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)	9
VOLUNTARY TIME OFF.....	8

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DECEMBER 17, 2017 – DECEMBER 26, 2020

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding (MOU) reflects the agreement of the City of Santa Clara (City) and the Unclassified Fire Management Employees of the City of Santa Clara (Unit 9B) on an MOU with effective dates December 17, 2017 through December 26, 2020

1. **SALARIES**

- A. Effective retroactive to December 17, 2017, for all classifications represented by Fire Management (Unit 9B), and for all employees employed on the date the City Council approves this MOU, salaries will be increased by the same percentage as applicable to Unit 1 employees on the same date. Effective the first full pay period of the 12/18 – 12/19 MOU year, for all classifications represented by Fire Management (Unit 9B), salaries will be increased by the same percentage as applicable to Unit 1 employees on the same date. Effective the first full pay period of the 12/19 – 12/20 MOU year, for all classifications represented by Fire Management (Unit 9B), salaries will be increased by the same percentage as applicable to Unit 1 employees on the same date.
- B. It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of compensation adjustments. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. Said repayment will begin, via payroll deduction, with the next paycheck following final determination of the amount to be paid. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOU's, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

Right of recovery by the City of overpayment shall be limited to recovery over the same time period as the overpayment was made. Said repayment will begin with the next paycheck following final determination of the amount to be repaid. Underpayment to the employee shall be made by the City in a lump sum of the amount owed on the next regular paycheck following final

determination of the amount to be paid.

2. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments as provided for in the Personnel and Salary Resolution are, and will continue to be available during the term of this MOU when and if approved by the Fire Chief and the City Manager. The Merit Pay Adjustment system shall include the following elements:

- A. Each Unit 9B employee shall receive an annual evaluation.
- B. Annual consideration of merit pay adjustments with an affirmative decision by the Fire Chief shall be required each year following the annual evaluation.
- C. For 2019 only, employees shall be guaranteed a “merit” pay adjustment of not less than 2.0%.
- D. Effective following City Council approval of this MOU, if the Fire Chief has not completed an evaluation in time for a merit adjustment by an employee’s anniversary date, the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date. This shall also apply to the guaranteed 2% “merit pay” in 2019 only described in the prior paragraph.
- E. The City and Fire Management agree that, effective the first full pay period of the 2019-2020 MOU Year, the salary ranges (not individual salaries) for all classifications in Unit 9B shall be increased by 5.0%.

3. VACATION ACCRUAL AND USAGE

Represented employees will accrue vacation, calculated to four decimal points for accuracy, as follows:

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL 40 HOUR EMPLOYEE</u>	<u>MAXIMUM ACCUMULATION</u>
1 through 9	120 hours	400 hours
10 through 20	160 hours	400 hours
21 and over	192 hours	400 hours

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL 24 HOUR EMPLOYEE</u>	<u>MAXIMUM ACCUMULATION</u>
1 through 9	8 shifts/192 hours	672 hours
10 through 19	10 shifts/240 hours	672 hours
20+ years	12 shifts/288 hours	672 hours

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 12 months of regular employment.

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

- B. Vacation will be earned on a bi-weekly basis (1/26th of the annual accrual) provided that the employee is in a paid status for at least 2/3rds of the hours of that pay period.
- C. Employee is required to take at least 1/2 of the vacation earned during the previous calendar year in the current calendar year.
- D. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, convert a combined total of maximum of eighty (80) hours (112 hours for 24 hour employees) of accrued vacation to cash at his/her current hourly rate of pay.
- E. Employee is required to have a vacation balance at or below their maximum accrual limit as of the end of the pay period in which December 31st occurs each year.
- F. In lieu of receiving a vacation-leave cash payout at retirement, the Unclassified Fire Management Employees may vote to roll accrued vacation leave hours into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Unclassified Fire Management Employees compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

4. HEALTH INSURANCE

A. Health Flex Contribution

Effective January 1, 2018, the City will offer employees a Health Flex Contribution of \$133.00/month to put toward the payment of a City offered health plan. The \$133.00/month applies for 2018, and this amount shall be modified each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time employee covered by this MOU) to ensure the City's offered coverage is "affordable."

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 it. It is understood and agreed that a portion of the Health Flex Contribution described in this subsection is the City's contribution of the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) (e.g. \$133/month in 2018), which is the City's designated PEMHCA amount.

B. Regular Flex Contribution

Effective January 1, 2018, the City will provide a Regular Flex Contribution equal to the Kaiser Employee Only premium minus the Health Flex Contribution (thus, for 2018, the Regular Flex Contribution will be \$649.43/month). 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 4.C. below.

For employees who enroll in City health and whose benefits exceed the total of the City's Health Flex and Regular Flex Contributions to them, the balance of the health premium shall be paid by a salary deduction from the pay of the individual employee.

C. Cash In Lieu

Effective January 1, 2018, employees who choose not to enroll in a City health plan, and meet the requirements set forth below shall receive a Cash in Lieu amount equal to the Kaiser Employee Only premium minus the Regular Flex Contribution (for 2018, the Cash in Lieu amount thus is \$133.00/month).

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.

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

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.

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.

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.

D. 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.

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

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

- E. If Unit 1 receives any across-the-board increase in City contribution to health premiums or right of employees to cash under the City's cafeteria plan after City Council approval of this MOU, Unit 9B employees shall be entitled to the same increase.

5. HOLIDAYS

A. 8-hour Shift Employees

The City will observe the following thirteen (13) dates (or days) as City holidays and City offices will be closed in observance of those holidays. Represented employees assigned to an 8-hour shift will be entitled to eight (8) hours of paid time off in observation for each of the holidays listed:

New Year's Day (January 1), Martin Luther King, Jr. Day (3rd Monday in January), President's Day (3rd Monday in February), Spring Holiday (observed on Good Friday), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Admission Day (September 9), Columbus Day (2nd Monday in October), Veteran's Day (November 11), Thanksgiving Day (4th Thursday in November), Friday after Thanksgiving, and Christmas Day (December 25).

Holidays which fall on a specific date and which fall on Saturday are observed the preceding Friday. Holidays which fall on a specific date and which fall on Sunday are observed the following Monday.

Represented employees will also receive thirteen work days (104 hours) of holiday pay, prorated over 26 bi-weekly pay periods annually. The number of annual holidays included in the total compensation allocation will be 13 days (computed on the eight hour per day rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9B. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

B. 24-hour Shift Employees

Represented employees will receive thirteen work days (104 hours) of holiday pay, prorated over 26 bi-weekly pay periods annually. The number of annual holidays included in the total compensation allocation will be 13 days (computed on the eight hour per day rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9B. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

6. MANAGEMENT LEAVE PROGRAM

The Management Leave program is as follows:

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

- A. Effective January 1 of each year, represented employees will receive 120 hours (168 for 24-hour shift personnel) of Management Leave per calendar year
- B. New hires or employees promoted into Unit 9B between January 1 and June 30 will be credited with 120 hours (168 for 24-hour shift personnel) of Management Leave. New hires or employees promoted into Unit 9B between July 1 and December 31 will be credited with 60 hours (84 for 24-hour shift personnel) of Management Leave.
- C. Use of Management Leave is subject to approval by the Fire Chief or his/her designee. Such use shall be approved unless staffing or other conflicts prohibit such approval.
- D. Management Leave may not be converted to cash or other paid time off.
- E. Unused Management Leave may be carried over from one calendar year to the next; however, an employee may never have more than 180 hours (252 for 24-hour shift personnel) of “banked” management leave. (Thus, and for example, a 40-hour employee that already has 180 hours of management leave on January 1 would not receive any further management leave. A 40-hour employee that already has 100 hours of management leave on January 1 would “only” receive an additional 80 hours. A 40-hour employee with 60 or fewer hours of banked management leave on January 1 would receive 120 hours.

7. PROFESSIONAL DEVELOPMENT

The City recognizes that the professional development of management personnel in the form of conferences and educational classes is in the best interest of the community. To this end, when approved by the Fire Chief and City Manager, represented employees who take part in professional development opportunities shall be entitled to normal, on-duty pay, without having to use paid leave time, for those hours during which attendance at the professional development opportunity includes the normally scheduled duty hours of the individual. The individual shall not be compensated for normal duty hours which are spent in activities not directly associated with the approved professional development opportunity unless this time is covered by other paid leave time.

8. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. SICK LEAVE

- 1) Employees shall accrue ninety-six (96) hours (288 hours for 24-hour employees) of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.
- 2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation and CTO may be used to supplement sick leave

with Department Head approval, as permitted and set forth in CMD 30 at the time this MOU was adopted.

B. FAMILY SICK LEAVE

- 1) Not more than forty eight (48) hours of sick leave (144 hours for 24-hour employees) within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. PERSONAL LEAVE

- 1) Each calendar year, an employee is entitled to use thirty-two (32) hours (60 hours for 24-hour employees) of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.
 - 2) Personal leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.
- 2) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.
- 3) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.

The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation (216 hours of sick leave for up to 72 hours of vacation for 24-hour employees), based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

In lieu of receiving a sick-leave cash payout at retirement, the Unclassified Fire Management Employees may vote to roll accrued sick leave hours, based on service level and payout, into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Association compliance with Federal rules associated with employee contributions of sick leave to their VEBA accounts. Sick Leave payout at retirement is subject to the provisions and requirements outlined in the Personnel and Salary Resolution.

The Unit agrees to a reduction in the maximum cash-out of sick leave for future hires but which would only take effect if and when the City

reached an agreement (or imposed) the change on all bargaining units and, if there was variation among bargaining units, the sick leave cash-out provision for new hires most beneficial to employees would apply to Unit 9B's new hires.

9. BEREAVEMENT LEAVE

- A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section 20(A). Employees are eligible to receive up to forty (40) hours (or three (3) shifts for 24-hour employees) of bereavement leave in the event of the death of a parent (including step, adoptive and in-law), child (including step, adoptive and in-law), sibling (including step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (or two (2) shifts for 24-hour employees) of bereavement leave in the event of the death of a grandparent (including step, adoptive and in-law), grandchild (including step, adoptive and in-law), aunt (including step, adoptive and in-law) or uncle (including step, adoptive and in-law); and up to one (1) work day (or one (1) shift for 24-hour employees) of bereavement leave in the event of the death of their own or a step, adoptive, or in-law great-grandparent, great-grandchild, niece, nephew, or first cousin.
- B. The bereavement leave benefit is based on each death occurrence and is not charged through the total compensation model.
- C. Up to five (5) work days (or five (5) shifts for 24-hour employees) of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.
- D. At the request of the City, the employee will provide verification.

10. VOLUNTARY TIME OFF

Employees may request voluntary unpaid time off under the following conditions:

- A. Approval of a work schedule that does not adversely impact the operations of the department or other employees in the work unit with the approval of the Department Head and the City Manager.
- B. No impact on either sick leave or vacation accrual if sufficient hours are worked in a pay period to entitle the employee to his/her regular accrual rate for either benefit.
- C. No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.

- D. Voluntary time off may be taken without the employee first using all of his/her accrued leave.
- E. Employee may cancel his/her participation in the program with a notice time agreed upon at the time of the granting of the request which will be sufficient to allow the department head to accommodate the request.
- F. Cancellation of the employee's participation in the program will be at the discretion of the Department Head with the approval of the City Manager.

11. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

- A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post retirement medical benefit for employees. Specific information regarding the Plan will be referenced in the Plan Document.
- B. A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.

Effective December 21, 2003, the City ceased making contributions to employee VEBA accounts. Employee VEBA accounts remained and will remain open for other potential contributions. Effective December 14, 2008, the City began contributing \$50 per month to employees' VEBA trust accounts. Effective retroactive to December 17, 2017, for persons employed on the date the City Council approves this MOU, the City will increase its contribution to employees' VEBA trust to \$250/month. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participants' accounts.

12. RETIREE MEDICAL REIMBURSEMENT BENEFIT

- A. The Retiree Medical Reimbursement Benefit shall provide each employee who retires from the City of Santa Clara and CalPERS, regardless of retirement date, with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium beginning with the second full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting with the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental health insurance premium. For premiums paid in calendar year 2017, that will be reimbursed in 2018, the City will reimburse an amount up to \$343 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to \$205 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree

supplemental health insurance premium or unreimbursed single retiree health insurance premium. The amount of the City reimbursement will be adjusted once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

- B. Beginning in 2004, the City will pre-fund this benefit with an amount to be determined by an actuary.
- C. Each retiree will be required to submit proof of health insurance coverage to the City each year. The City will pay the reimbursement in a lump sum payment quarterly.

13. EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide and pay for a confidential Employee Assistance Program (EAP).

14. PSYCHOLOGICAL COUNSELING

A represented employee may avail him/herself of a City designated psychologist or psychiatrist for stress counseling. It is understood between the parties that such counseling sessions will be confidential on a patient/doctor relationship with the following exception: If, in the opinion of the psychologist/psychiatrist, the employee being counseled represents a hazard to him/herself in the performance of his/her duties, or to others, such information will be provided to the Fire Chief or designee on a confidential basis. It is further understood that such information may be the basis for the Fire Chief or designee to alter the assignment of the affected employee or to remove the employee from active duty, either on a temporary or permanent basis. Any removal from active duty will be in compliance with the rights and obligations of the City with full compliance with the rights of the affected employee. The City reserves the right to inquire into the circumstances of such mental disability to determine whether or not the alleged disability is job related.

The cost of the psychological counseling shall be paid by the City, up to a maximum of ten (10) visits per calendar year, with the following exceptions:

- A. For the first six (6) visits, the employee will pay \$10.00 for each visit.
- B. For all visits, the employee will submit a claim to any medical insurance carrier available to him/her that provides such coverage.
- C. The uninsured costs of the last four (4) visits will be borne equally by the City and the employee.
- D. The amount paid by the employee and any insurance payments will be made directly to the psychologist/psychiatrist and, upon proof of payment by either or both the employee and the insurance carrier (if appropriate) to the psychologist/psychiatrist, the City will bear the cost of the remaining

expense. It will be the intention of the City to contract with psychologists/psychiatrists who have a demonstrated ability to counsel in the area of fire service job stress and who will agree to the terms and conditions set forth in this section of the MOU. It is understood by all parties to this agreement that the City will take all reasonable steps to implement this section but, if the City is unable for monetary, professional, ethical or legal reasons to successfully negotiate contract(s) consistent with all provisions of this section, this section is then null and void.

15. DEPLOYMENT PAY

Represented employees will receive “deployment pay” for reimbursable deployments, outside the City of Santa Clara, when initiated by local, state and federal mutual aid agreements. The employee will be compensated for off duty days of the deployment or assignment at the prevailing reimbursable rate not to exceed 1.5 times the employee’s hourly rate.

Reimbursable deployments are defined as events that the City of Santa Clara is reimbursed for the costs associated with the incident, including costs of personnel assigned to the event. Represented employees will not receive deployment pay for deployments outside the City of Santa Clara that are not reimbursable.

When approved by the Fire Chief, represented employees on their off duty days may be used to backfill vacancies created by employees assigned on reimbursable deployments. These represented employees will receive backfill deployment pay at the prevailing reimbursable rate not to exceed 1.5 times the employee’s hourly rate.

Following City Council approval of a new MOU, Fire Management (9B) employees will be paid at time and a half Step 5 of Salary Schedule Rate B43, for hours performing Stadium Detail special event work outside an employee’s regular schedule and which amounts shall be reimbursed to the City by the Stadium Authority. Such pay and detail shall be limited to those events where the Fire Chief concludes that the presence and work of Fire Management personnel is required.

16. PDA/SMART PHONE STIPEND

The City will provide an \$80 per month PDA/smart phone stipend to those employees who wish to receive it instead of receiving and using a City issued PDA/phone. Employees choosing to participate in this program will be responsible for securing their own PDA/Smart Phone, and providing the applicable telephone number to the Fire Department, and to Human Resources. (See Appendix A.)

17. DENTAL INSURANCE

As soon as practicable following City Council approval of this MOU, the Unit 9B shall no longer participate in the “City reimbursement plan” for dental. Instead, the City will pay toward dental insurance premiums an amount equal to the

lowest cost employee only premium amount among the dental plans offered by the City. All employees shall be required to enroll in a dental plan.

18. LIFE INSURANCE

The City will pay the cost to provide each represented employee with \$40,000 of life insurance coverage.

19. UNIFORM ALLOWANCE

Effective the first full pay period following City Council adoption of this mou, the City will provide a uniform allowance of \$260 per year, payable in equal payments each pay period.

20. SAFETY AND PROTECTIVE EQUIPMENT

As soon as practicable following City Council approval off this MOU, the City shall provide to any represented employee not already possessing the following safety equipment and clothing that meets or exceeds all standards required by law consisting of:

- 2 Turnout Pants/Jackets
- 1 pair turnout Boots
- 2 pair Suspenders
- 1 Helmet
- 1 Spanner
- 2 pair Structural gloves
- 2 Hoods
- 1 Personal MSA Mask
- 1 Host Strap
- 1 Wildland Hlmet
- 1 paid wildland gloves
- 1 Nomex Jacket
- 3 pair of Nomex BDU pants
- 1 pair of wildland/confined space/rescue approved boot
- 1 pair of approved station safety boots

These programs shall be administered at the Fire Department level.

The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus and other protective equipment, such as personal alarm devices, necessary to preserve and protect the safety and health of firefighters.

All protective equipment shall meet the standard, whether existing or promulgated during the term of this agreement that provides the highest level of worker protection under all standards required by law.

All safety equipment remains the property of the City and shall be required to be returned on demand.

21. RESIDENCY BENEFITS

Unit 9B employees who reside within a 50 minute response requirement shall receive an annual stipend of \$250 based on their residency the first full pay period of each MOU year, and a Code 3 take home vehicle. Unit 9B employees who reside outside of the 50 minute response area, based on their residency the first full pay period of each MOU year, would not receive a stipend, but would receive a hybrid take home vehicle so long as they reside within a 90 minute response area. Unit 9B employees whose residence as of the first full pay period of each MOU year is outside of a 90 minute response would not receive a stipend, and would receive a Code 3 vehicle when on duty but no Code 3 or hybrid take home vehicle so long as their residence remained outside of a 90 minute response.

22. DOMESTIC PARTNERS

The City shall make all benefit programs available to employees, dependents and domestic partners, subject to the requirements of each benefit provider.

23. PAY PERIODS

Allowances/payments or accrual rates that are an agreed upon amount per month or year but are paid for administrative purposes in incremental amounts each pay period, shall be the same total amount per year in years in which there are 27 instead of 26 pay periods. This clarification is not intended to and would not modify anyone's salary/pay rate.

24. DECLARATION

The parties hereto have reached an understanding concerning the proposed salaries and fringe benefits described in the above paragraphs. All other matters dealing with wages, hours, fringe benefits including health and dental insurance contributions, and working conditions included in ordinances, resolutions, rules or regulations, or previous memorandums of understanding, shall remain unchanged for the term of this memorandum in the absence of agreement to the contrary.

25. NEXT MEMORANDUM OF UNDERSTANDING

Unit 9B will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than November 1, 2020.

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2017-2020)

FOR THE CITY OF SANTA CLARA

FOR THE UNCLASSIFIED FIRE
MANAGEMENT EMPLOYEES:

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Dated:

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Dated:

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Dated:

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Dated:

APPROVED:

Deanna Santana, City Manager

Date

APPROVED BY THE CITY COUNCIL ON: _____

ATTEST:

City Clerk/City Auditor

Date



Interoffice Memorandum

Date: November 5, 2013

To: Unit 9B – Unclassified Fire Management Employees

From: Julia Hill, Interim Director of Human Resources on behalf of the City Manager

Subject: **Cell Phone/Smartphone Stipend Program for Unit 9B – Unclassified Fire Management Employees**

Scope: This cell phone/smartphone stipend program applies to members of Unit 9B – Unclassified Fire Management Employees. The stipend program is \$80 per month and is effective the pay period beginning December 23, 2012.

Purpose: To establish policies regarding the provision and usage of City-owned cellular telephones or smartphones (devices that have voice, data and internet/web access capabilities). The City has determined that it is beneficial to have Unit 9B members accessible by phone/data communications at all times. A Unit 9B employee can choose to have a City-issued cell phone, where the City pays for the Unit 9B employee's cell phone device and service plan through City-managed contracts with cell providers, or they can choose to receive a stipend in the amount of \$80 per month, whereby the Unit 9B employee will purchase and own their own cell phone/smartphone device and pay all service provider charges, or the Unit 9B employee can choose not to participate in either of the above programs.

Summary: This policy outlines and establishes eligibility criteria for Unit 9B employees wishing to receive a monthly cell phone stipend and should be read and understood in conjunction with CMD 116-Use of City Resources and Confidential Nature of Information on City Equipment.

Cellular Telephone/Smartphone Stipend Program: Unit 9B employees may choose to receive an \$80 a month stipend to purchase, maintain, replace or repair their personal cell phone, and pay for any level of cell phone service plan from any provider the employee may select. The \$80 per month allowance is not intended to cover the full cost of any particular cell phone device and/or cell phone service plan. If a Unit 9B employee wishes to purchase a cell phone/smartphone and connect to the City's email system, they must confirm with the City's Information Technology Department that the device they wish to purchase can be connected to the City's Outlook email system. Not all cell phone devices or service programs may be compatible with the City's information technology systems. If you do not desire to connect to the City's email system, then any cell phone or service provider could be selected.

Cell Phone Stipend Program for Unit 9B – Unclassified Fire Management Employees

November 5, 2013

Page 2

To be eligible for the monthly stipend, the Unit 9B employee must provide the Human Resources Department with an active cell phone number. It is expected that the employee will respond to work-related calls and most critical, actively monitor their phone during City emergency situations. If a Unit 9B employee participating in the stipend program experiences a lost, stolen or damaged cell phone, it is expected that the employee will actively seek to have the device replaced or repaired in a reasonable period of time in order to remain eligible for the monthly stipend (refer to CMD 116 for additional requirements if a phone is lost or stolen). The stipend program is focused only to the Unit 9B employee's personal cell phone or smartphone, and not to other cell phones that might be included under a shared or family plan that the employee may have with a service provider.

If the Unit 9B employee changes their cell phone number for any reason, the Human Resources Department must be notified in the next work week of the new cell phone number. If an employee receiving a cell phone stipend chooses to no longer use a personal cell phone for any reason, the Human Resources Department should be notified immediately, and the stipend will be discontinued in the next applicable pay period.

The stipend is paid at a rate of \$40 per pay period (with no payment on two of twenty-six pay periods annually). A Unit 9B employee starting employment or terminating employment in the middle of any month will receive one-half of the monthly stipend (\$40). The stipend will commence in the first applicable pay period after the Unit 9B employee's request has been received, reviewed and approved by the Human Resources Department. The essential review criteria are that the employee is a member of Unit 9B and that the employee has submitted a valid cell phone number as requested. The stipend is considered income to the employee, and is subject to payroll withholding.

CMD 116: Use of City Resources/Non-Confidential Nature of Information on City Equipment:

This CMD addresses key issues related to the ownership and usage of cell phone devices, and should always be read and understood in conjunction with this stipend policy. While it is generally the case that call records for a personally owned phone are not subject to public records requests, the law in this area can and does change. CMD 116 advises that employees adhere to City policies related to public records and email retention. The City Attorney's Office should be consulted for advice and/or resolution of public records concerns.

City Issued Cell Phone Program: A Unit 9B employee can choose to have a City-owned cell phone issued to them in lieu of a monthly stipend. Under this program, the Information Technology Department has responsibility for the selection of cell phone devices and cell phone service providers. The City then maintains a record of an employee's cell phone number and usage information. Activity on City-owned cell phones is accessible as a public record. A Unit 9B employee cannot have a City-issued phone and a stipend. One or the other must be selected. If you currently have a City-issued cell phone and wish to participate in the stipend program, you will need to acquire a personal cell phone and service plan and then turn in your City-issued cell

Cell Phone Stipend Program for Unit 9B – Unclassified Fire Management Employees

November 5, 2013

Page 3

phone. Part of the rationale for this program is to decrease the number of City supplied/City supported cell phones through the use of a stipend program.

Opt Out: A Unit 9B employee can choose not to participate in either the cell phone stipend program or the City-issued cell phone program. If certain work assignments require the use of a cell phone, that can be accomplished through the temporary provision of a City-issued cell phone through the duration of the assignment.

Cell Phone/Smartphone Stipend Program Enrollment: A current Unit 9B employee can initially enroll in this stipend program by emailing the Human Resources Department and requesting participation in the stipend program. You must include your 10-digit cell phone number in the email; therefore you must have a personal cell phone device and a service plan activated prior to receiving a stipend. At that time the Human Resources Department will send you a Cell Phone Stipend packet and form, which you will need to fill out and return to them. Thereafter, the Human Resources Department will present the cell phone stipend enrollment opportunity to new Unit 9B employees through employee orientation.



SmartPhone iPhone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your iPhone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your iPhone, you may lose them if you choose to sync with Outlook's contacts and/or Calendar. Back up your iPhone using iTunes so you can restore them if necessary.
3. Add your City email account to your iPhone.

Add Email Account

1. Choose Settings from the iPhone menu.
2. Choose Mail, Contacts, Calendar.
3. Choose Add Account, then Microsoft Exchange.
4. Complete the fields as follows:

Email: your email address.

Domain: City or Electric for SVP Employees

Username: Your network login Id.

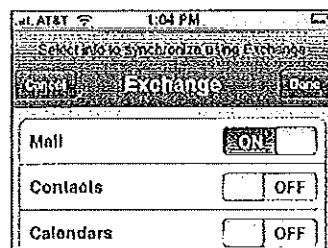
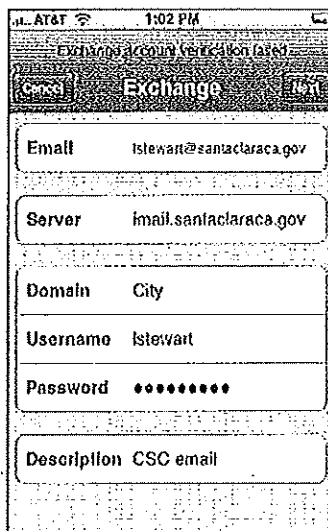
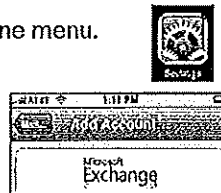
Password: Your current network password

Description: a name that identifies this mail account. You can also set up a personal mail account such as gmail.

5. Click Next.

*The screen to the right appears with Server field added. It should be: **mail.santaclaraca.gov**.*

6. Choose to turn on Mail, Contacts, and/or Calendars.

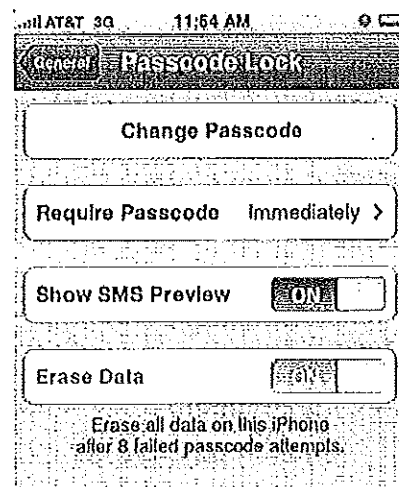


Change Passcode Options

1. Choose Settings from the iPhone menu.
2. Choose General, then Passcode Lock.
3. From here you can change your passcode, change how quickly the passcode is required, and whether or not you want SMS Preview (text messaging preview) to be on.

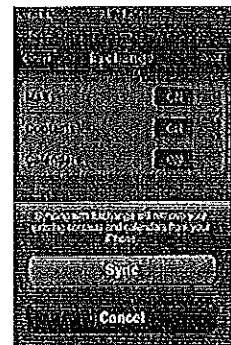


Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.



Add Email Account (continued)

7. Choose Done.
8. After you choose ON for Contacts or Calendars, you will be prompted to delete or add your local (iPhone) contacts to Outlook.
9. You will be required to enter a 4 digit Passcode. You will be prompted to enter your passcode if you leave your iPhone Idle for 5 minutes.





SmartPhone Windows Mobile Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Windows Mobile device to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. Set up your phone to sync with the City's Exchange Server using ActiveSync.

Setup Exchange Server

1. From the Programs menu, choose ActiveSync.
2. If it is the first time you have used your Windows Mobile phone, you will be shown the following prompt:

To sync with a desktop computer, install ActiveSync on your computer and then connect this device.

If your company supports syncing directly with its Exchange Server you can set up your device to sync with it.

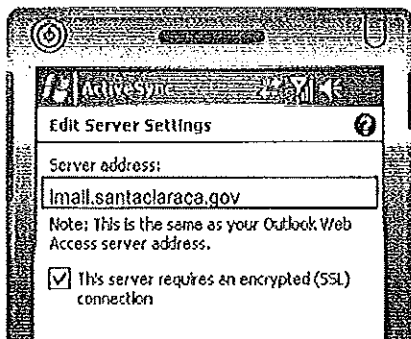
Click the *set up your device to sync with it* link.

This will start the process for connecting your device to the City's exchange server.

Note: The City supports syncing directly with its Exchange Server. The City does NOT support syncing with a desktop computer.

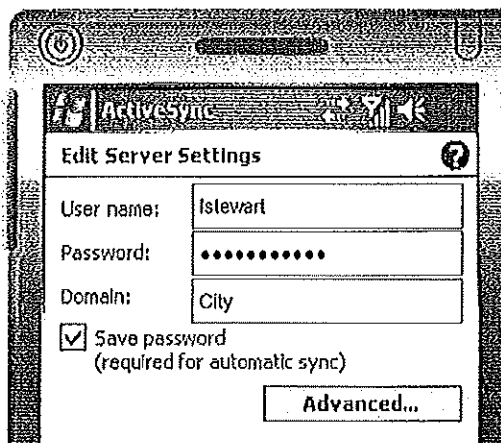
If you have already synced your device to another source, choose Menu, Add Server Source.

3. In the Server address field, type `lmail.santaclaraca.gov`.
4. Check the box for **This server requires an encrypted (SSL) connection**.
5. Click Next.

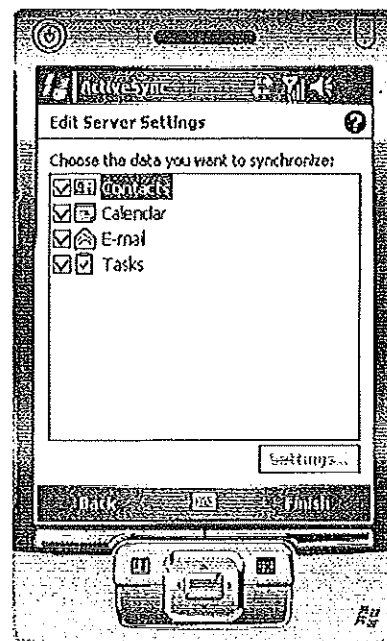


Setup Exchange Server (continued)

6. Complete the fields as follows:
Username: *Your network login id.*
Password: *Your network password.*
Domain: *City or Electric for SVP employees.*
7. Click the Save password check box.



8. Choose Next.
9. Check the boxes next to the data you would like to synchronize with your City's Outlook account.
10. Click Finish.





SmartPhone Android Phone Setup

Setup Process

The purpose of this Quick Reference is to assist you in setting up your Android phone to receive City of Santa Clara email.

1. Complete the SmartPhone Authorization form and return to the Help Desk.
2. If you have contact or calendar items on your Android phone, **you may lose them if you choose to sync with Outlook's contacts and/or Calendar.** Back up your Android phone so you can restore them if necessary.
3. Add your City email account to your Android phone.

Add Email Account

1. Go to **Settings**, and choose **Accounts**.
2. Choose **Add Account**, then **Corporate Sync**.
3. Complete the fields as follows (They may not appear in this exact order.)

Domain\Username: *City or Electric* for SVP
Employees\username.

Password: Your current network password

Check **Use secure connection** box.

Email Address:

Your city email address.

Server: `imap.santaclaraca.gov`.

Change Passcode Options

Once you set up your City email account, you will be required to enter a 4 digit passcode. You will be required to enter this passcode to unlock your screen if your phone is unused for 5 minutes. This time can be increased up to 15 minutes.

To change the passcode,

1. Go to **Settings** then choose **Location & Security**.
3. Choose **Change screen lock**, then **PIN**.
4. Enter a new PIN.

Warning: You cannot turn off the **Erase Data** feature. If you have 8 failed passcode attempts, the data will be erased from your phone.

Increase Screen Lock Timeout

To increase the screen lock timeout,

1. Go to **Settings** then choose **Location & Security**.
2. Choose **Security Lock Timer**.
3. Increase the time.

