City of Sunnyvale

and

Service Employees International Union, Local 521

Memorandum of Understanding

July 1, ~~2022~~ 2026 to June 30, ~~2026~~2030

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City of Sunnyvale
and
Service Employees International Union, Local 521

Memorandum of Understanding

Article 1 - Recognition

1.1. Service Employees International Union, Local 521, AFL-CIO (hereafter, "Union") is hereby acknowledged as the exclusively recognized Employee organization for those City employees regularly scheduled to work a minimum of ~~1,080~~1,040 hours to a maximum of 1,716 hours per fiscal year and occupying the classifications as currently listed in Exhibit A, or as modified by mutual agreement of the Parties during the term of this Memorandum of Understanding (hereafter, "MOU").

1.2. Casual/Temporary employees performing the same or similar work as classifications listed in Exhibit A are represented by SEIU Local 521. Such Casual/Temporary employees are eligible for the pay steps and hourly pay rates on the adopted Salary Table same as SEIU Local 521 represented classifications. However, such Casual/Temporary employees are unclassified and do not receive the same benefits and leaves treatment as SEIU Local 521 represented employees, unless specifically provided to Casual/Temporary employees in the SEIU MOU, Salary Resolution or Administrative Policies

~~1.2.~~1.3. If the City develops a new classification, it shall make an initial determination as to the bargaining unit placement of that classification.

~~1.3.~~1.4. The City shall notify the Union of the development of a new classification and the City's initial bargaining unit placement, and, upon written request from the Union within ten (10) working days of the City's notice, shall consult with the Union concerning the unit placement of the new classification.

Article 2 - Term

The term of this Agreement shall be from July 1, ~~2022~~ 2026 through and including June 30, ~~2026~~2030.

Article 3 - Full Understanding, Modifications, and Waivers

This Agreement sets forth the full and entire agreement of the parties regarding the matters set

forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of agreement, over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

The provisions of this Agreement are of no force or effect until ratified by the Union and duly adopted by the City Council of the City of Sunnyvale.

Article 4 - Severability (Savings Clause)

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

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

4.3. If the federal government or State of California implements legislation which penalizes the City for paying increases in benefits and wages in excess of certain limits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such legislation.

4.4. If the federal government or State of California grants additional benefits, then at the written request of either Party submitted to the other within ten (10) working days of such action by the government, the Parties shall meet promptly to negotiate the impact of such granting.

Article 5 - Successor Agreement

In accordance with the City Civil Service Rules and Regulations, the parties agreed that they shall endeavor to provide each other with notification of a desire to negotiate for a successor

Agreement by 120 days from the expiration of this Agreement.

It is the intent of both parties to try and reach a successor Agreement prior to the expiration of this Agreement. However, it is by no means a mandatory obligation of the parties to do so.

Upon receipt of such written notice from either party, negotiations shall begin no later than 90 calendar days prior to the termination date of the agreement.

If either party is unable to meet the timeline, it shall not result in any waiver of rights. The parties shall meet as soon as possible.

Article 6 - Release Time

6.1. When negotiating a successor agreement, the Union shall be represented by no more than five (5) employees who will not lose wages and benefits when negotiating during their scheduled work hours. The Union shall have the right to assign up to 5 bargaining unit members to participate in negotiations who shall be entitled to paid release time as long as it occurs during the regular scheduled work hours. Union members chosen to participate in negotiations shall be entitled to release time for maximum of 1 hour before negotiation begins until 1 hour after negotiation ends (as long as the pre- and post-negotiation occurs during regular work hours).

6.2. The Union shall submit the names of all designated representatives to the Director of Human Resources at least two (2) working days in advance of such meetings.

6.3. If the SEIU Field Representative of the Union attends a mutually agreed upon meeting with the City, the SEIU Worksite Organizer and up to two (2) stewards and/or Chapter Chair shall have reasonable release time to attend such meeting.

6.4. Travel time is included within the reasonable release time.

Article 7 - City Rights

Except as modified by this Agreement, the rights of the City as contained in the City Charter, Constitution, and Laws of the State of California include, but are not limited to, the right to determine the services, activities, and functions of its constituent departments, commissions and boards; set standards of service, determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations, determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities, and

functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Article 8 - Ordinances, Codes, Resolutions, and Policies

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

Such meeting and conferring shall be up to and including mediation.

Article 9 - Civil Service Rules and Regulations

This Agreement adopts and incorporates by reference the provisions of the Civil Service Rules and Regulations and the existing Salary Resolution insofar as these provisions apply to wages and fringe benefits and such provisions remain in effect except as modified herein.

Article 10 - Non-Discrimination

The parties agree that they and each of them shall not discriminate against an employee or Union member based on race, religious creed, color, national origin, ancestry, sex, age, gender, political activity or affiliation, disability, medical condition, sexual orientation, marital status, or any basis protected by state or federal law. The parties agree they shall not interfere with, intimidate, restrain or coerce any employee in their free choice to participate or not to participate actively in, or to join or not to join the Union.

The City will comply with the disability discrimination provisions of the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). Employees who are disabled as defined by the law will be entitled to reasonable accommodations in order to continue employment as required by ADA and FEHA.

Article 11 - Authorized Agents

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

11.1. City's principal authorized representative shall be the City's Director of Human Resources or duly authorized representative [address: ~~505~~ 456 West Olive Avenue, ~~Suite 200,~~ Sunnyvale, CA 94086; telephone (408) 730-7490] except where a particular management representative is specifically designated in connection with a specific purpose.

11.2. The Union's principal authorized representative shall be the Union's Executive Secretary or duly authorized representative. The Union's official mailing address is: 2302 Zanker Road, San Jose, CA 95131.

Article 12 - Union Access

Authorized Union representatives may be granted access to work locations in all facilities where employees covered by this Agreement are employed, to conduct grievance investigations and observe working conditions.

Authorized Union representatives shall not interfere with the work operations of the City. Authorized Union representatives desiring such access to work locations shall first request entrance from the appropriate manager at which time the Authorized Union representative shall inform said manager of the purpose of the visit. Such request may be made by telephone or in person upon entering the work location.

The manager may deny access to a work location if, in their judgment, the visit will unduly interfere with the operation of the City. If access is denied, the Authorized Union representative will be informed when access will be made available. Such access shall be at a mutually agreed upon time, or within 24 work hours, if no agreement can be reached.

The Union shall give the Director of Human Resources a list of Authorized Union representatives. Access shall only be granted to Authorized Union representatives on the current list.

Article 13 - Stewards

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

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

Permission from the grievant's supervisor shall first be obtained before a steward enters a work location of a grievant to process a grievance. Permission to enter shall be made as soon as practical.

The Union agrees that whenever a steward is involved in grievance activities listed above during work hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

Article 14 - Union Payments and Reports

14.1. Payroll Deductions and Pay-over

The effective date of membership dues, a rate otherwise specified by the Union shall be the next full pay period after receipt by the Human Resources Department of the authorization form.

The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues authorized.

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

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

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

Should the Union change the dues structure, the Union shall inform the City in writing. The City shall change the dues structure as quickly as possible, but will do so no later than two full pay periods from the date on which the City received written notice of the changed dues structure.

14.2. COPE Deduction

The City will honor written assignments of wages to the Union's Committee on Political Education (COPE) fund, for employees in the bargaining units who submit written authorizations. Employees may revoke their authorization at any time by submitting written revocation to SEIU Local 521; attention: Finance Department; 2302 Zanker Road, San Jose, CA 95131, who will forward such revocation to the City.

The City will forward to the Union the dues and COPE deductions along with the names and employee identification numbers within ten (10) calendar days of deduction, along with the names, wages and ID numbers of the employee.

Although the parties agree that the COPE deduction is valid and lawful, SEIU agrees to indemnify and hold the City harmless for any claims which may be brought as a result of the COPE deduction.

14.3. Reports

The Union will be the custodian of records for individual employee membership and dues deduction forms. The Union will maintain all authorizations for dues deductions signed

by the individual from whose salary or wages the deduction or reduction is to be made. The City will direct employee requests to cancel or change deductions to the Union. Deductions may be revoked only pursuant to the terms of the employee's written authorization. The City shall remit the deducted dues to the Union as soon as possible after deduction.

~~14.4. Certification of Union Membership~~

~~The Union agrees to provide the City on a quarterly basis (in January, April, July and October each year), a certified list of members and a statement that the Union has and will maintain written authorizations signed by the individuals from whose wages the Union dues deductions are to be made, and a statement that the Union shall indemnify the City for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code 1157.12(a).~~

~~14.5.~~14.4. Employee Reports

Pursuant to Government Code section 3558, the City of Sunnyvale shall provide SEIU Local 521 with the following information regarding all employees in the bargaining unit:

- Name
- Job title
- Department
- Department Description
- Work phone number
- Home phone number
- Personal cell phone number
- Home address

For new employees, including rehires, the City shall provide this information to the Union within thirty (30) days of hire, or by the first pay period of the month following hire.

The City shall provide the same information to the Union for all existing employees every 120 days.

Reports shall be electronic and malleable.

~~14.6.~~14.5. Hold Harmless

The Union shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Union dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

~~14.7.~~14.6. Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

~~14.8.~~14.7. Enforcement

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

Article 15 - Grievance Procedure

Preamble

The parties agree that this grievance procedure is designed to resolve labor management issues in a way that maximizes the chances of mutual agreement. The communications/appeals process described below should also maximize harmonious, respectful, and polite communications.

Definitions

1. Grievance: A grievance is an alleged misapplication of a specific provision of this MOU, or a specific provision of the Administrative Policy Manual, Employee Handbook, City Ordinance, City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely affects the grievant. The content of Employee Performance Audits is not grievable.

2. Written Grievance: A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City, and which shall include the grievant's name, classification, department, immediate supervisor's name, representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied, a specific description of the alleged grievance, with the circumstances supporting the grievant's allegation, and the specific remedy requested to resolve the grievance.

3. Grievant: A grievant is an employee, a group of employees or the Union. A grievant may file a grievance, as defined above. Alleged misapplications which affect more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

4. Work-day for this section is defined as Monday through Friday exclusive of holidays.

Grievance Process

1. Unwritten Grievance: The grievant shall orally discuss the grievance with their immediate management supervisor in an attempt to resolve the grievance. The management supervisor shall give an oral response to the employee within seven (7) work-days of the issue being raised by the employee.

2. Written Grievance:

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

Level 2: If the grievant is not satisfied with the written response from the Program Manager, the grievant may, within seven (7) work-days from the receipt of such response, file a grievance with the Division Level Manager. Within seven (7) work days of receipt of the written appeal, such Manager shall investigate the grievance, which shall include meeting with the grievant, and give a written response to the grievant on the original form.

Level 3: If the grievant is not satisfied with the written response from the Division Level Manager, the grievant may, with seven (7) work-days from the receipt of the response appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

Level 4: If the grievant is not satisfied with the written response of the Department Director, the grievant may, within seven (7) work-days from the receipt of this response, file a written appeal to the City Manager or designee. Within ten (10) work-days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant.

General Provisions

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

2. If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be prevented from going further.

3. If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless, modified in writing by mutual consent of the parties.

4. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.

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

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

7. If the grievant is not represented by the Union, the Union shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Union to state its position for the record. If the Union does not provide a written response within seven (7) work–days after notification, such opportunity shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Union's position prior to settlement of the grievance.

8. Although grievances will normally be filed at the first level, the parties recognized that certain grievances, due to their nature, should be more appropriately filed at a higher level. The parties therefore agree that if a grievant and the program manager at level 1 agree that a grievance may be filed at a higher level, the grievant may then go ahead and filed a grievance at the higher level.

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

Grievance Representative

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

2. At the request of the grievant, the grievant may be represented by a Grievance Representative.

3. In instances where the designated Grievance Representative is unable to represent a grievant, the Chapter Chair shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

4. Both the Grievance Representative and either the Chapter Chair or designee will be allowed to represent at Level 2 or higher.

5. A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A

Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.

6. A Grievance Representative shall operate within their designated area except as provided in Paragraph 3 above.

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

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

9. The Union agrees that whenever a Grievance Representative is involved in grievance activities listed in Paragraph 5 above during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

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

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

Arbitration

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

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

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

4. Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and

the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

5. Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Union representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.

6. The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

   Post Hearing Briefs
   Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

7. Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any.

8. The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.

9. The decision of the arbitrator shall be final and binding.

10. The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

Appeal Procedure Waiver

The Union agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

Article 16 - Probationary Period

16.1. Upon appointment to a classification within the bargaining unit, an employee shall serve a probationary period of six (6) calendar months. If a status change is granted, regular status will be effective the first full pay period following the six (6) calendar month period.

16.2. The City may at its discretion extend the probationary period up to an additional 6 months by placing the bargaining unit member on notice of such extension prior to the expiration of the employee's probation. Under no circumstances may probation be extended more than 6 months. The extension of a worker's probationary period shall be in compliance with the Civil Services Rules and Regulations, subject to a Meet and Confer.

16.3. The City may reject an employee for any reason, as long as the reason is not unlawful.

16.4. A bargaining unit member who is promoted within a unit and who is required to serve probation on a promotional assignment will be entitled to the previous job position if it is still vacant and budgeted for at the time of rejection if the employee has held regular status in the previous position.

Article 17 - Minimum/Maximum Hours

17.1. Regular Part-Time employment shall consist of a regular schedule, provided that the employee's normal work hours may not exceed thirty (30) hours per week, nor be less than twenty (20) hours per week, and provided further that an employee's total paid hours may not exceed 1,716 hours nor be less than 1,040 hours per fiscal year.

The number of hours per week that the employee will work will be established upon hire (i.e. 20 hours per week, 28 hours per week, 30 hours per week, etc.). It is expected that the employees will maintain their regularly scheduled hours each week utilizing work hours and/or accrued leave. The exception is for a week in which a holiday occurs; reference Article ~~36~~34 Holidays~~-~~.

By mutual agreement, employees may work more than their regularly schedule hours per week.

In addition, subject to supervisor/manager approval, employees~~,~~ may voluntarily flex their schedule on a temporary basis. The flex schedule must occur within the employee's regular workweek. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule.

17.2. If the City decides to add or subtract hours to a vacated position, it will notify the Union of its intention to change, and the reason for the change.

17.3. It is the intention of the City to discuss any proposed increase or decrease in hours with the affected employee(s) and SEIU prior to requesting such additional work or cuts in hours (within the maximum and minimum). The employee's needs will be accommodated whenever possible.

17.4. The City shall not schedule work shifts of less than four (4) hours, unless by mutual agreement with the worker(s) or pay for a minimum of four (4) hours.

17.5. The City shall provide rest periods as provided for in the Administrative Policy ~~Manual (~~Chapter 3, Article 6 Work Standards, Section 3 Work Rules~~)~~.

17.6. The City will monitor the total hours of each of its casual workers. ~~and agrees to provide SEIU with a monthly (by the 10th of each month) printout of all casual workers whose hours exceed 900 hours in the fiscal year.~~ For any casual workers whose hours exceed 900 hours in the fiscal year, ~~SEIU may put the City on notice in writing that the City has five working days in which to either: 1) place that employee in the SEIU bargaining unit with a probationary period which shall commence five working days from SEIU's notice; or 2)~~ the City agrees to no longer ~~employ~~ schedule the person for the remainder of the fiscal year or notify SEIU of the intent to place that employee in the SEIU bargaining unit with a standard probationary period.

Article 18 - Reduction in Force

18.1. When it is necessary to reduce the staff for lack of work or funds or in the interest of economy, the City Manager shall determine the classes in which the reduction is to be made and the number of positions to be eliminated. The layoff of employees shall occur within the classes determined in accordance with the following procedure:

a. All employees holding substitute/casual/provisional appointments shall be laid off first.

b. Employees holding probationary appointments in reverse order of seniority shall be laid off next.

c. Employees holding regular appointments who have an overall ~~performance~~ rating of ~~does~~ not meeting expectations/needs improvement in their ~~last~~ most recent ~~complete~~ performance evaluation shall be laid off next.

d. All regular employees in reverse order of seniority having an overall ~~performance~~

rating of ~~at least achieves expectations~~meeting expectations on their most recent performance evaluation shall be laid off last in order of seniority of service.

e. The names of regular employees laid off according to this procedure shall constitute a re-employment list in the inverse order of layoff. Employees shall remain on the list ~~for three years~~in accordance with the Civil Service Rules and Regulations.

f. An employee is allowed only one refusal to an offer of reinstatement from the list and will remain on the list. If an employee refuses another offer ~~he/she~~they shall be removed from the list.

~~The side letter titled Cross-Unit Bumping dated March 4, 2013, between the City and the Unit, et al. remains in full force and effect for the term of this MOU.~~

18.2. In addition to decreasing hours for operational reasons, the City may wish to reduce hours in-lieu of a reduction-in-force. If the City wishes to do this, it agrees to negotiate with the Union before implementing a reduction in hours.

Article 19 - Wages

19.1. An employee shall be paid only under one pay rate or scheduled amount in any given pay period, except as provided with regard to working out-of-class.

19.2. The parties agree with the principle that wages should be "market competitive."

19.3. Definition of "Market Competitive": Market competitiveness is defined as a comparison with Regular Full-Time classifications within the City of Sunnyvale, or the establishment of an internal relationship to a Regular Full-Time or Regular Part-Time classification in the City of Sunnyvale. Explanations of “market comparisons” are provided in the following subparagraphs:

As used in this Article, “salary” means hourly rate of pay.

Comparison with Full-Time Classification: If the essential functions, knowledge, skills, and abilities of an SEIU represented classification correspond to a Regular Full-Time classification in the City's work force, the target salary of the SEIU classification shall be the salary assigned to the Regular Full-Time classification.

Internal Relationship: If there is neither a corresponding Regular Full-Time classification to compare, nor a corresponding Regular Part-Time classification, "market competitiveness" will be determined by a differential from the salary of the Regular Full-Time or Regular Part Time classification that is most closely related to the classification

represented by the bargaining unit. For example, the Library Specialist 3 classification will be set at sixty-five percent (65.0%) of Part-Time Librarian (i.e. target salary). In addition, the salary for a Part-Time classification shall not exceed the salary of the corresponding Full-Time classification.

19.4. Salary Adjustment: During the term of this agreement, employees in this unit will receive the following:

~~a. Effective the first pay period following Council adoption of this MOU, employees shall receive a 6.0% across the board increase.~~

~~b. Effective July 9, 2023, employees shall receive a 4.0% across the board increase.~~

~~c. Effective July 7, 2024, employees shall receive a 3.5% across the board increase.~~

a. ~~Effective July 6, 2025, employees shall receive a 3.5% across the board increase.~~ Effective the later of July 5, 2026 or the first pay period following Council adoption of this MOU, employees shall receive a 5% across the board increase.

b. Effective July 4, 2027, employees shall receive a 4.0% across the board increase.

~~d.~~c. Effective July 2, 2028, employees shall receive a 7% across the board increase.

~~e.~~d. Effective July 1, 2029, employees shall receive a 3% across the board increase.

~~f.~~e. If the Sunnyvale Employees Association (SEA)/IFPTE Local 21 enters into a Memorandum of Understanding with the City that includes salary adjustments that are different than those in this Memorandum of Understanding, the salary adjustment in the Memorandum of Understanding with this unit shall be adjusted to be the same percentage across the board salary adjustments as SEA/IFPTE Local 21 through the term of the Memorandum of Understanding.

~~g.~~f. This "me-too" is specific to salary adjustments and one-time lump sum payments alone, is in effect for the term of this MOU.

~~h.~~g. If any additional classifications represented by SEA/IFPTE Local 21 receive an adjustment to the salary schedule, the same adjustment will be applied to the same classification in this unit during the same period as the adjustment made to the SEA/IFPTE Local 21 classification.

19.5. Payday: Pursuant to the City's Compensation Policy, payday is normally on the ~~Thursday~~ Friday following the end of the pay period, but may deviate because of a holiday in the

pay period or due to an emergency. It is understood that at such time that the payday is changed City-wide, such change shall be applied to the Union.

Article 20 - Salary Ranges

20.1. Employees, at the time of appointment, will ordinarily be assigned the hourly rate in the first step of the pay range.

20.2. In extraordinary cases where it is necessary to attract experienced personnel, the employee may be assigned the hourly rate at any step in the pay range.

20.3. Upon promotion to a classification having an assigned pay range greater than the classification from which the employee is being promoted, the employee shall be entitled to that hourly pay step or interval in the pay range of the higher classification which is at least five percent (5.0%) above the employee's current hourly step rate, provided the increase does not exceed the rate contained in the sixth (6th) salary step.

Article 21 - Merit Increases

21.1. Employees shall be eligible for a merit step increase after the successful completion of probation at six (6) months of continuous service in the given classification. Employees shall be eligible for additional merit step increases upon completion of additional intervals of twelve (12) months of continuous service in the given classification up to top step.

21.2. If a merit increase is granted, it will be effective the pay period following the pay period in which the probationary 6-~~-~~month period ~~(13 pay periods)~~ and the subsequent 12-month periods ~~(26 pay periods)~~ are completed, respectively.

21.3. Continuous service is that which is separated by no more than twenty-six (26) pay periods of non-service.

21.4. Merit step increases shall be approved unless the employee's overall performance is does not meet expectations/needs improvement.

Article 22 - Overtime

The City shall fully comply with the appropriate Fair Labor Standards Act's (FLSA) Regulations regarding the payment of overtime.

A regular -part-~~-~~time employee who works overtime shall be compensated at one and one-half times their base hourly rate for all overtime worked in excess of forty (40) hours in a work week.

Except in the event of an emergency, the maximum number of hours an employee may work in any one 24-hour period is 12 hours.

Article 23 – Premium/Incentive Pay Application

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

Premium	Straight-Time work	Leave Used	Overtime	Leave Cash-Out
Out-of-class in higher classification	Yes	No	Yes	No
Special assignment	Yes	No	Yes	No

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

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

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

23.4. Premiums shall be paid separately on base pay and are not compounded.

Article ~~23~~ 24 - ~~Other Pay~~Out-of-Class

~~24.1. Premiums shall be paid separately on base pay and are not compounded.~~

~~24.2.~~24.1. Out-of-Class for Work in Higher Classification

Employees who are temporarily assigned to work in a higher classification and work in such classification for more than eleven (11) consecutive hours shall be compensated at five percent (5%) above the employees' normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees who are in the same division/department and who are capable of performing the work of the higher-level position whether or not they have attained a particular formal education level. Such assignments will be on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for

vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment has been authorized by the employee's manager or designee. Out-of-class assignment pay shall not be paid for Paid Time Off, Holidays, or any other leave during the out-of-class assignment; nor shall such leave days be considered a break in the out-of-class assignment.

Out-of-class work assignments and compensation must be approved in advance by the employee's department manager and by the Human Resources Department. ~~Out of class assignments shall not exceed 960 hours per fiscal year. For the purposes of this section, "vacant position" refers to a position that is vacant during recruitment for a permanent appointment~~In accordance with Government Code 20480, out-of-class assignments to a vacant position are limited to 960 hours in a fiscal year. This limitation does not apply to a position that is temporarily available due to a leave of absence.

~~24.3.~~24.2. Out-of-Class Pay for Special Assignment Work

The City Manager or designee may authorize a temporary pay adjustment for an employee given a specific temporary assignment clearly beyond the scope of the regular job description as determined by the Director of Human Resources or designee. Such assignment is to be made only as necessary to meet the business needs of the department. A request for such an assignment must be made to the City Manager or designee, in writing, from the Department Director prior to commencement of the assignment. Work in such assignment shall be at a minimum of two (2) consecutive weeks, and up to a maximum of one (1) year.

The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with start and end date. Special assignment pay is five percent (5%) above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee.

Special assignment pay shall be based on the full period of actual hours worked during the assignment and received for the full period of time in which the employee works in the assignment, provided that such special assignment and related compensation has been authorized in advance by the Department Director, has been approved by the City Manager or designee, and has been processed by the Human Resources Department. Special assignment pay shall not be made retroactively. Special assignment pay shall not be paid for Paid Time Off, Holidays, or any other leave during the special assignment;

nor shall such leave days be considered a break in the special assignment.

The special assignment pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. Extension may be granted for up to an additional one (1) year for the same assignment.

Article ~~24~~ 25 - Bilingual/Translator Pay

25.1. Employees shall be entitled to receive, in addition to their regular compensation, the additional payment outlined below for Bilingual/Translator skills if they meet the following criteria:

a. Certification by the director of the department that a particular assignment involves need for the required skills on a regular and frequent basis, and
b. Certification by a provider contracted for through the Department of Human Resources that the employee possesses the needed language skills at a proficiency level deemed appropriate by the Director of Human Resources.

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

25.3. Bilingual/Translator Pay may be cancelled if it is found that the employee is no longer required to use these skills on a regular and frequent basis.

25.4. The certifications required and obtained above will not necessarily follow an employee if transferred or promoted.

25.5. Payment shall be sixteen dollars and twenty-five cents ($16.25) per week~~ ($32.50 per pay period)~~.

25.6. Employees who are on ~~an~~ unpaid status for the entire ~~pay period~~week will not receive bilingual pay.

Article ~~25~~ 26 - Safety Footwear

26.1. Each employee in classifications required by the City to wear safety footwear (see Appendix B) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear of two hundred and five dollars ($205.00) each fiscal year during the term of this Agreement.

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

Article 27 – Historical Pay Alignment: Facility Attendant 2, Part-Time

The parties recognize that, effective October 16, 2022, the City adjusted the pay range for the classification of Facility Attendant 2, Part-Time (job code 8151) to align with the pay range of the corresponding full-time classification (Facility Attendant 2, job code 5301) represented by the SEA/IFPTE Local 21.

An amount equivalent to the 1.5% hazardous duty premium that had been rolled into the SEA/IFPTE Local 21 classification's pay range. SEIU does not have a separately negotiated hazardous duty premium for this classification.

Accordingly, the parties agree that the current pay range for Facility Attendant 2, Part-Time (job code 8151) already includes compensation equivalent to the hazardous duty premium provided in SEA/IFPTE Local 21. The parties agree that this embedded compensation shall be considered in any future negotiations regarding hazardous duty or similar premium pay, and shall not result in duplicative compensation.

Article ~~26~~ 28 – CalPERS

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

28.2. The City has contracted with CalPERS to provide Level ~~III~~ 3 of the 1959 Survivor Benefit and the Military Buy-Back Option, which are applicable to employees in this Unit.

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

28.4. The Union shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, damages, cost, expenses, or liability,

including but not limited to, liability for back taxes, and all claims of any type by the IRS, Franchise Tax Board, unit members or their heirs, successors, or assigns, arising out of this Agreement to "pick-up" or pay the employees' contribution to CalPERS.

28.5. Tier 1 – Local Miscellaneous 2.7% at age 55

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

~~During the term of the agreement~~Through July 1, 2028, the City shall contribute four percent (4%) of the eight percent (8%) employee contribution (EPMC). Employee shall pay the remaining four percent (4%) of the employee contribution.

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

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

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

28.6. Tier 2 – Local Miscellaneous 2.0% at age 60

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

~~During the term of the agreement~~Through July 1, 2028, the City shall contribute four percent (4%) of the seven percent (7%) employee contribution (EPMC). Employees shall pay the remaining three percent (3%) of the employee contribution.

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

may alter the statutory authority for this tax treatment, and the Franchise Tax Board or the IRS or the United States Department of the Treasury may alter the current revenue rulings, either by other rulings or by issuing new regulations.

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

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

28.7. Tier 3 – Local Miscellaneous 2.0% @ 62
Employees hired on or after January 1, 2013 who are also new CalPERS members shall receive the Local Miscellaneous 2.0% at age 62 retirement formula. Final compensation shall be calculated using the highest 36-consecutive month model. Employees will pay fifty percent (50%) of normal cost as the employee contribution. The normal cost is subject to change on a fiscal year basis as determined by CalPERS.

~~28.8. If the Sunnyvale Employees Association (SEA)/IFPTE Local 21 enters into a Memorandum of Understanding with the City that includes changes to the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution, the City's contribution to the employee's share of PERS and the employee's payment of the required employee contribution in the Memorandum of Understanding with this unit shall be adjusted to be the same percentages as SEA/IFPTE Local 21 through the term of the Memorandum of Understanding.~~

~~Article 27 - Medicare~~

~~27.1. Union members shall be covered by Medicare.~~

~~27.2. The employee and the City shall each contribute the mandated percentage of the employee's wage toward the cost of Medicare.~~

Article ~~28~~ 29 - Insurance

29.1. Insurance Plans
The City shall ~~continue to~~ provide group ~~M~~medical, ~~D~~dental, ~~V~~vision ~~insurance~~=, ~~and~~ Life and Accidental Death & Disbursement (Life/AD&D) insurance plans, and ~~E~~employee ~~A~~assistance ~~P~~program (EAP). ~~Purchase of Medical, Dental, Vision, and Supplemental Life/AD&D insurance is an employee option.~~

29.2. ~~City~~ Medical and Cafeteria Plan Contributions

~~If an employee elects to purchase health insurance through the City, then:~~

~~a. The City's contribution to the medical/cafeteria plan will be provided as follows:~~

~~Calculate 52% of the average of the family monthly premium for the PERS Region 1 Blue Shield Access HMO and the PERS Region 1 Kaiser HMO plans.~~

~~The calculation for 2022 will be as follows:~~

~~Blue Shield Access HMO~~	~~$2,901.63 per month~~
~~Kaiser HMO~~	~~$2,228.36 per month~~
~~Average~~	~~$2,565.00 per month~~
~~**52% of average**~~	~~**$1,333.80 per month**~~

~~b. The contribution as described in section (a) above will be allocated 49% medical contribution and 51% cafeteria plan. However, any annual increases in the medical contributions shall not exceed a 5% total increase compared to the preceding year medical contribution. Any amount in the formula increase that will exceed a 5% increase in the medical contribution shall be reallocated to the cafeteria plan contribution. Example:~~

~~2022 Calculation:~~

~~49% Medical~~	~~$653.56 per month *~~
~~51% Cafeteria~~	~~$680.24 per month~~
~~**Total City Contribution**~~	~~**$1,333.80 per month**~~

~~* 2022 Medical contribution exceeds 5% of the 2021 Medical contribution ($532.09 + 5% = $558.70)~~

~~2022 Revised Calculation:~~

~~Medical~~	~~$558.70 per month~~
~~Cafeteria~~	~~$782.78 per month~~
~~**Total City Contribution**~~	~~**$1,341.48 per month**~~

~~c. The contribution described above will be adjusted January 1 of each calendar year to correspond to CalPERS Region 1 medical plan changes.~~

~~d. Effective January 1, 2023, the City's contribution to the medical/cafeteria plan will be calculated at 54% of the average of the family monthly premium for the CalPERS Region 1 Blue Shield Access HMO and the CalPERS Region 1 Kaiser HMO plans.~~

~~The calculation for 2023 will be as follows:~~

~~Blue Shield Access HMO~~	~~$2,691.55 per month~~
~~Kaiser HMO~~	~~$2,375.72 per month~~
~~Average~~	~~$2,533.64 per month~~
~~**54% of average**~~	~~**$1,368.17 per month**~~

~~e. Annual medical and cafeteria plan changes during the term of this MOU shall be calculated in accordance with the formula described in section 27.2(d). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5% increase in the medical contribution shall be reallocated to the cafeteria plan contribution. Example:~~

~~2023 Calculation:~~

~~49% Medical~~	~~$670.40 per month *~~
~~51% Cafeteria~~	~~$697.77 per month~~
~~**Total City Contribution**~~	~~**$1,368.17 per month**~~

~~* 2023 Medical **contribution** exceeds 5% of the 2022 Medical contribution ($558.70 + 5% = $586.64)~~

~~2023 Revised Calculation:~~

~~Medical~~	~~$586.64 per month~~
~~Cafeteria~~	~~$781.53 per month~~
~~**Total City Contribution**~~	~~**$1,368.17 per month**~~

~~f. The City will contribute 65% of the full cost of the vision insurance premium for employee plus one dependent. The contribution will be added to the cafeteria plan. The 2023 contribution is $11.80 x 65% = $7.67 per month.~~

~~2023 Revised Calculation with Vision:~~

~~Medical~~	~~$586.64 per month~~
~~Cafeteria~~	~~$789.20 per month *~~
~~**Total City Contribution**~~	~~**$1,375.84 per month**~~

~~* 2023 Revised cafeteria contribution: $781.53 + $7.67 = $789.20 per month~~

~~g. Employees who, during the term of the 2017-2022 MOU, received the medical benefit pursuant to article 27.2(f) of that MOU (referred to in this subsection as "legacy employees"), being negatively impacted with the removal of the legacy benefits, and continue to be enrolled in the City health insurance plans described in this Article 27, will be eligible to receive an additional city contribution of $48.94 per week (the "legacy health benefit"). A legacy employee who is not enrolled or ceases to be enrolled in a City health plan will not be eligible to receive the legacy health benefit.~~

~~The legacy health benefit will end on June 30, 2026.~~

~~h. Cafeteria plan contributions may be used by employees to purchase medical, dental and vision insurance premiums. The premium cost will be deducted from any cafeteria plan surplus. If the cafeteria plan does not contain a surplus, the cost will be deducted from pay on a pre-tax basis. There shall be no cash payments for any unused cafeteria plan contributions.~~

~~i. The employee shall be required to pay the balance due as a deduction from the employee's bi-weekly paycheck. The procedures for enrolling in the health insurance shall be established by the City.~~

a. The City provides a combined monthly contribution that is divided between medical insurance and a cafeteria plan. The City contribution is 54% of the combined average local premium for Blue Shield Access+ HMO and Kaiser HMO, plus 65% of the 2-party coverage premium of vision. The total contribution is calculated each year using the steps below.

Step 1: Determine the Base Contribution Amount

1. Identify the monthly family premium for:
   - Blue Shield Access+ HMO (CalPERS Region 1), and
   - Kaiser HMO (CalPERS Region 1)
2. Calculate the average of these two premiums.
3. Multiply the average by 54%.

This amount is the total City contribution before adjustments.

Example (2026):

Kaiser:	$3,039.04 per month
Blue Shield:	$3,385.07 per month
Average:	$3,212.06 per month
54% of average:	$1,734.50 per month

Step 2: Split Between Medical and Cafeteria Contributions

Divide the total contribution from Step 1 as follows:

- 49% Medical Contribution
- 51% Cafeteria Plan Contribution

Example (2026):

49% Medical:	$849.90 per month
51% Cafeteria:	$884.60 per month
Total:	$1,734.50 per month

Step 3: Apply the Medical Contribution Cap

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

Example (2026):

Medical (capped):	$679.12 per month
Cafeteria (adjusted):	$1,055.38 per month
Total remains:	$1,734.50 per month

Step 4: Add Vision Plan Contribution

Add 65% of the monthly premium of the vision core plan at the 'employee + 1 dependent' coverage level to the cafeteria contribution. This produces the final total City contribution.

Example (2026):

Medical:	$679.12 per month
Cafeteria (including vision):	$1,063.70 per month
Final Total:	**$1,742.82 per month**

b. Use of Medical and Cafeteria Plan Contributions:
   1. City medical contribution can be used for medical plan premium only.
   2. City cafeteria plan contribution can be used for the following benefits:
      - Medical plan premiums,
      - Dental core plan premiums, and/or
      - Vision core plan premiums.
   3. Restrictions: City's cafeteria plan contributions cannot be used to purchase the following, and premiums will be paid by employees:
      - Dental plan buy-up premiums,
      - Vision plan buy-up premiums, or
      - Supplemental life/AD&D insurance.
   4. Unused medical or cafeteria plan funds are not paid out in cash.

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

29.3. Vision Insurance

Vision insurance~~, at the current benefit level, will continue to~~ shall be provided~~. Such coverage includes a deductible that the employee must pay at the time of service~~ for employees and eligible family members.

The vision plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

29.4. Dental Insurance

Delta Dental PPO (Preferred Provider Organization) and Delta Dental DMO (Dental Maintenance Organization) plans are available for ~~enrollment the month following an employee's date of hire~~employees and eligible family members.

The Delta Dental PPO plan provides a voluntary buy-up option that enhances coverage for an additional cost and is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the buy-up cost.

~~The Delta Dental PPO plan will offer the same benefits coverage and monthly premium cost as the Sunnyvale Employees' Association (SEA).~~

29.5. Employee Assistance Program (EAP)

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

29.6. Life/AD&D

a. The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to the employee's hourly rate multiplied by 1,560 hours (maximum number of regularly scheduled hours worked per year).

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

c. At the time of hire, an employee may purchase supplemental Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of $80,000.

d. Employees who did not purchase supplemental Life/AD&D insurance at the time of hire or during the initial open enrollment, may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of $80,000, subject to approval by the carrier.

e. The premiums for the supplemental life/AD&D insurance is paid 100% by the employee. Surplus cafeteria plan contributions may not be applied to the supplemental life/AD&D premiums.

~~29.7. Pre-Tax Health Contributions~~

~~Insurance premium contributions are paid for on a pre-tax basis; however, the City agrees to continue to provide employees with an option to pay their insurance premium contributions on a post-tax basis, to the extent permitted by the Internal Revenue Code.~~

~~29.8. Cash In-Lieu~~

~~Cash-in-lieu benefit is no longer offered.~~

Article ~~29~~ 30 - State Disability Insurance (SDI)

30.1. The City agrees to continue to contract with the State of California Employment Development Department to provide SDI benefits to Classified Regular Part-Time employees.

30.2. The cost of SDI or the alternative benefits will be paid by employees through payroll deductions. The City's administrative costs shall be paid by the City.

Article 31 - Pre-Tax Benefit/Arrangement

31.1. Health Care Flexible Spending Account (FSA)

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

31.2. Dependent Care Flexible Spending Account (FSA)

The City shall provide a plan in accordance with the Internal Revenue Code Section 129 that provides an option for employees to pay for dependent care expenses on a pre-tax basis.

31.3. Commuter Transportation Benefits

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

Article ~~30~~ 32 ~~–~~ Other Benefits

32.1. Deferred Compensation: The City's deferred compensation program shall be available to employees represented by SEIU according to the provisions of the plan currently in effect.

32.2. Employee Tools: The City shall furnish tools needed by an employee to perform tasks assigned by the City.

32.3. Tuition reimbursement and training assistance: These shall be provided in accordance to the City's Administrative Policy Manual.

32.4. Uniforms: ~~Each employee~~Classifications who are required by the City to wear a uniform~~, and who actually wears the uniform during works hours,~~ shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

~~A standardized value, as determined by the City, not to exceed $260 per fiscal year, for qualified uniforms~~The value of City-provided uniform has been calculated to be $8.39 per pay period. This amount shall be reported as "special compensation" as required by CalPERS procedures for all ~~affected~~ applicable employees who are CalPERS classic members (tier 1 and tier 2 formula) as set forth herein. Casual/Temporary employees represented by SEIU Local 521 are subject to uniform allowance if they are a CalPERS classic member. The Public Employees' Pension Reform Act (Government Code Section 7522 et seq.) prohibits reporting uniform value as "special compensation" for CalPERS new members.

~~32.5. The City will provide Unemployment Insurance benefits at no cost to the employee.~~

Article ~~31~~ 33 - Paid Leave

33.1. Paid Time Off (PTO) shall accrue as follows:

~~Hours of Service~~	Years of Service	PTO Accrual Hours for Each Paid Hour
~~0 – 1,091.99~~	0 to 1	~~0.088~~ 0.083
~~1,092 – 5,459.99~~	1+ to 5	~~0.097~~ 0.096
~~5,460 – 10,919.99~~	5+ to 10	~~0.122~~ 0.114
~~10,920 – 18,563.99~~	10+ to 17	~~0.133~~ 0.133
~~18,564 – 27,299.99~~	17+ to 25	~~0.142~~ 0.146
~~27,300 and up~~	25 or more	~~0.150~~ 0.152

33.2. Employees who would be reduced by a tier for more than four months due to the change from life-to-date hours of service to years of service will be adjusted to stay in their current tier until such time that their years of service would move them to the next tier.

33.3. For new hires, the City Manager may authorize a higher accrual rate within the PTO

accrual table.

~~33.3.~~33.4. The maximum accumulation of accrued leave shall be 527 hours. There shall be no accrual over 527 hours.

~~33.4.~~33.5. Requests for leave must be submitted in accordance with City policy.

~~33.5.~~33.6. Use of paid leave shall be subject to approval by the employee's supervisor.

~~33.6.~~33.7. Accumulated leave shall be paid to the employee at the time of separation from the City.

33.8. The City will comply with the California Kin Care Law (Labor Code section 233).

33.9. PTO Cash-Out

One time each year, represented employees may cash-out accrued PTO on the last pay day in October. In cases of extreme hardship, the parties agree to meet and confer on an IRS qualifying exception.

An employee may cash-out up to 60 hours of PTO each year, so long as the employee maintains a balance of at least 90 hours. The City will compensate the employee for the cashed-out hours at the employee's base pay rate at the time of the cash-out. The minimum number of hours that may be cashed out is 8 hours.

Article ~~37~~ 34 - Holidays/Short Term Absences/Long Term Absences

34.1. Holidays

Employees who work a regular schedule shall receive holiday pay on a recognized City Holiday based on their regular weekly schedule. Employees who were on full pay status of their regular schedule both before and after each holiday shall be entitled to this holiday pay.

Weekly Scheduled Hours	Holiday Hours	Calculation
20	4.0	Examples:
21	4.2	20 hours ~~÷~~ / 5 days = 4.0 hours
22	4.4	21 hours ~~÷~~ / 5 days = 4.2 hours
23	4.6	30 hours ~~÷~~ / 5 days = 6.0 hours
24	4.8	
25	5.0	"Days per week" used in the calculation

Weekly Scheduled Hours	Holiday Hours	Calculation
26	5.2	above for holiday pay purposes is always 5 days regardless of the actual number of days scheduled to work in a week.
27	5.4	
28	5.6	
29	5.8	
30	6.0	

Employees who work on a holiday will receive base pay for all hours worked on a holiday in addition to holiday pay.

a. Recognized City holidays include:
   - ~~New Year's Eve~~
   - New Year's Day
   - Martin Luther King Jr. Day
   - Presidents' Day
   - Memorial Day
   - Independence Day
   - Labor Day
   - Thanksgiving Day
   - Day after Thanksgiving
   - Christmas Eve
   - Christmas Day
   - New Year's Eve

b. In the event that the city adopts, changes or agrees to additional recognized citywide holiday(s) the above list will be amended to include such holiday(s).

c. For the purposes of satisfying the requirement that employees work or use paid leave to ~~equal at least 20 hours per week~~maintain their regularly scheduled hours each week in Article 17.1 Minimum/Maximum Hours, the holiday leave hours will count as paid leave.

d. Due to the varying schedules of part-time employees, the combined total of hours worked, holiday hours and paid leave hours may result in an employee's total compensated hours exceeding 40 hours in a workweek or 80 hours in a pay period, which shall be permitted for holiday weeks.

e. During a workweek in which a holiday occurs, the combined total of hours worked, holiday hours, and paid leave hours shall equal at least the employee's regularly scheduled weekly hours with the use of paid leave hours on a holiday being

permitted.

~~c.~~f. Employees will not be allowed to work above their authorized budgeted hours during a holiday week unless such work is approved by the Department Director, due to operational necessity.

34.2. Short-Term Absences

Employees who need to be absent from work due to illness, or other bona fide personal needs, shall use accrued paid leave, or may make up the time if mutually agreeable with the supervisor. If the employee does not have accrued leave available, Leave Without Pay may be taken on a short-term basis in accordance with administrative procedure.

34.3. Long-Term Absences

Long-term leaves without pay and pre-scheduled leaves without pay must be approved through the City's regular administrative process.

Article ~~32~~ 35 - Bereavement Leave

An employee is entitled to paid bereavement leave in the amount not to exceed the employee's normally scheduled work week from 20 to 30 hours where death has occurred to ~~an employee's~~:

- an employee's spouse or registered domestic partner, ~~father, mother~~parents, step-~~father, step-mother~~parents, ~~son, daughter~~children, ~~brother, sister~~siblings, grandparents or grandchildren; or
- ~~or to~~ the ~~father, mother~~parents, step-~~father, step-mother~~parents, ~~son, daughter~~children, ~~brother, sister~~siblings, grandparents or grandchildren of an employee's spouse or registered domestic partner.

Employees shall be entitled to five (5) full workdays off for bereavement purposes. Any bereavement leave taken beyond the regularly scheduled weekly hours for the employee over the five (5) days may be charged to the employee's available PTO or taken as unpaid leave.

Except as provided herein, all bereavement leave must be used within six calendar months of the date of the eligible incident. Employees who are designated as the executor for a qualifying decedent's estate may use bereavement leave beyond the six-month limitation. Any use of bereavement leave more than six months after the eligible incident requires the approval of the Human Resources Director.

The City reserves the right to require proof of death from the employee including, but not limited to: death certificates, obituaries, and funeral cards.

Article ~~33~~ 36 - Citywide Employee Emergency Leave Relief Fund

~~33.1. The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of accrued leave to benefit another employee needing paid emergency leave.~~

~~33.2. To benefit from this fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that requires the employee to be on leave from work responsibilities to attend to the emergency.~~

~~33.3. To receive relief hours from the Fund, the employee, a member of the family or a friend must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.~~

~~33.4. Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or designee.~~

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

~~Article 34 - Family Medical Care Leave and Pregnancy Disability Leave~~

~~The City will comply with the Family and Medical Care Leave act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Leave Act (PDL).~~

Article ~~35~~ 37 - Jury Duty

The City shall grant a leave with pay for any employee required to report to Jury Duty until that employee is released by the Court. The paid leave would cover only those regularly scheduled work hours provided that the employee:

a. is actively engaged in the jury process;
b. returns to the worksite to complete their shift if the employee is released prior to the end of the employee's regular work-day; and
c. gives to the City all fees received from such duties within thirty (30) days from termination of jury service.

Article ~~36~~ 38 - Substitutes

38.1. For all departments, except the Library, when an employee is absent from work, due to either a planned or unplanned absence, the supervisor shall obtain a substitute, if necessary, for the employee.

38.2. For the Library:

a. For planned absences, the current practice of the employee obtaining a substitute shall continue; with the understanding that such substitute shall be within the same classification within the regular part-time category.

b. For unplanned absences due to an emergency, the employee shall notify the supervisor of the employee's inability to come to work no later than the employee's schedule starting time. The supervisor shall assume responsibility for obtaining a substitute.

Article ~~38~~ 39 - Reclassification

39.1. An employee may submit a request for a reclassification of their job to the Department of Human Resources and to their supervisor only during the month of February of each year.

39.2. Such request shall be processed through the employee's department and submitted to the Department of Human Resources no later than March 31 of the same year.

39.3. The Department of Human Resources may decline a request for a reclassification of a job that has been studied within the past 24 months, unless the employee and the affected department justify such new request.

39.4. Each employee submitting a reclassification request shall receive a written response to such request, but in no event shall the response be later than the end of the fiscal year following the fiscal year of submittal.

39.5. When the study is complete, if the City denies the reclassification of the employee's classification, the City shall give the incumbent the reasons for denial in writing.

39.6. When the study is complete, if the City reclassifies the position, and the employee was eligible to be promoted when the request was filed, the employee shall be appointed to the new classification effective the first day of the pay period following the pay period after the classification study was completed and approved.

39.7. When the study is complete, if the employee was not eligible to be promoted, then the reclassification shall be effective when the employee becomes eligible.

Article ~~39~~ 40 - Testing for City Vacancies

Any employee represented by SEIU who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts for the testing process, if such testing occurs during the employee's regularly scheduled work hours. Each employee is allowed to exercise this prerogative twice per year.

Article ~~40~~ 41 - Selection Appeal Procedure

The parties agree that if a bargaining unit member who has sought a promotion or transfer has been denied rights or perceives that the employee has been unfairly treated, the employee may bring concerns directly to the Director of Human Resources. The Director of Human Resources will either address the issue by speaking to the employee and attempting to resolve the employee's concern or explaining to the employee that they cannot resolve the issue and that the employee may file a grievance. The time to file a grievance (in accordance with the grievance procedure if appropriate) will be extended to the date of the communication (either orally or in writing) to the employee from the Director of Human Resources.

Article ~~41~~ 42 - Union/Management Joint Resolution Meetings

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

42.2. Consequently the parties agree to meet bimonthly to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems. By mutual agreement, the parties may meet more often than or less often than bimonthly.

42.3. Consequently the parties agree to meet quarterly, or within 15 days of either party requesting a meeting, to discuss any issue concerning the rights of either party or the relationship between the City and the Union or the City and employees the Union represents. The purpose of the meetings is to exchange information and to solve problems.

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

document that memorializes their results.

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

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

Article ~~42~~ 43 - Citywide Committees

SEIU employees shall be eligible to participate or be designated by departments in Citywide committees, where union representation is part of the committee component.

Article ~~43~~ 44 - Employee Roster and New Employee Orientation (NEO)

~~44.1. Quarterly, at the written request of the Union, City shall provide a roster of employees which contains each employee's name, class, department, division, hire date, fiscal year-to-date hours, life-to-date hours, last day worked, range, step, and hourly rate.~~

~~44.2.~~

~~44.3. Bi-weekly, the City shall provide a list of new hires/separations.~~

~~44.4.~~

~~44.5. At new employee orientation, the City shall provide the employee a form (provided by the Union and agreed to by the City) to complete whereby the employee will or will not provide authorization to the City to release the employee's home address and telephone number to the Union. If the employee provides such authorization, the employee's home address and telephone number will be included on the reports.~~

44.1. The City shall provide the Union with written notice of all scheduled New Employee Orientation ("NEO") sessions at least ten (10) calendar days in advance. Such notice shall include the date, time, location, format (in-person or virtual), and classifications or departments of anticipated attendees. In cases of unforeseen operational necessity, shorter notice may be provided; however, the City shall make every reasonable effort to provide the Union with as much advance notice as possible.

44.2. The Union shall be granted guaranteed access to all NEO sessions for employees represented by SEIU Local 521. The Union shall be provided thirty (30) minutes during

each orientation to meet privately with new employees regarding the Union, employee rights, benefits of union membership, contract protections, workplace health and safety, and available representation.

44.3. Attendance at the Union portion of the NEO shall be made available for all newly hired bargaining unit employees unless excused by the City for legitimate operational reasons. No management representative, supervisor, confidential employee, or non-bargaining unit representative shall be present during the Union's presentation unless specifically requested by the Union.

44.4. The City shall provide the Union electronically, in a searchable format, with a list of all newly hired bargaining unit employees in accordance with AB 119. The information shall include, to the extent permitted by law:

1. Full name
2. Job title/classification
3. Department and work location
4. Home address
5. Personal and work telephone numbers
6. Personal and work email addresses
7. Hire date
8. Assigned shift or schedule, where applicable

44.5. Employees who miss the scheduled NEO session shall be provided thirty (30) minutes of paid release time during their regular work hours to meet with a Union representative at a mutually agreeable time that does not unreasonably interfere with City operations.

44.6. Union participation in NEO sessions, including travel time, and presentation time, shall be considered authorized Union business. Designated Union representatives, including stewards, officers, bargaining team members, or staff representatives, shall suffer no loss of compensation, benefits, seniority, or other rights for participating in such orientations. One representative will be provided with release time for each NEO session, having provided their supervisor with at least five days' advance notice.

44.7. The City shall provide the Union reasonable access to facilities, equipment, and technology necessary to conduct the orientation presentation, including meeting space, audiovisual equipment, internet access for virtual orientations, and the ability to distribute Union materials electronically and in hard copy.

44.8. The parties agree that New Employee Orientation is a critical component of fostering positive labor-management relations, ensuring employees understand their contractual and legal rights, and supporting effective communication between the Union and bargaining unit employees

Article ~~44~~ 45 - Personnel ~~Files~~Records

45.1. The Department of Human Resources shall maintain employees' personnel ~~file~~records. City agrees to comply with Labor Code Section 1198.5 pertaining to record keeping, access to and maintenance of personnel files.

45.2. With reasonable notice to the Department of Human Resources, an employee or representative upon presentation of written authorization from the employee, shall have access to the employee's personnel ~~file~~records.

45.3. The employee may be required to acknowledge receipt of any document entered into the personnel ~~file~~ records without prejudice to subsequent arguments concerning the contents of such documents.

Article ~~45~~ 46 - Bulletin Boards

46.1. The Union shall have the use of designated bulletin board space to post material related to Union business.

46.2. The placement of bulletin boards and the portion of the board to be made available to the Union shall be determined by mutual agreement.

46.3. Any materials posted must be dated and initialed by the Union representative responsible for the posting.

46.4. At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.

46.5. The Union shall remove posted material after it has served its purpose, usually within 30 days.

46.6. The Union agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, or inconsistent with the promotion of harmonious labor relations between the City and the Union shall be posted.

46.7. The Union agrees that this Article provides the right to post materials only on designated bulletin boards.

46.8. Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board.

46.9. If material is removed pursuant to 44.8 above, the City shall notify the Union in writing of the removal and the reasons therefore.

Article ~~46~~ 47 - Union Business Leave

Leave of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of thirteen (13) full bi-weekly pay periods. Employees are entitled to retain any accrued paid leave credits while on such leave. In the event that employees on approved Union Business Leave wish to continue group health benefits coverage (including medical, dental, and vision insurance) through the City plans, arrangements will be made for the Union to reimburse the City for the costs associated with continuing such coverage.

Unpaid leave under this provision is subject to approval by the employee's supervisor/manager and department director.

~~Article 47 - Reopeners~~

~~47.1. HRIS/Financial System: The City contemplates implementing a new HRIS/Financial System during the term of this MOU. Accordingly, the parties agree to re-open MOU terms, as necessary, in order to implement any new system. The City agrees that the re-opener negotiations will not result in any material diminution in compensation.~~

~~47.2. Pay Date: The City may elect to reopen the contract to propose changing the pay date once all other city bargaining units have agreed to implement the City's proposal.~~

Service Employees International Union, Local 521
Memorandum of Agreement
July 1, ~~2022~~ 2026 – June 30, ~~2026~~2030

City of Sunnyvale	**SEIU, Local 521**
~~Kent Steffens~~Tim Kirby, City Manager	Mark Baxter, Chapter Chair, SEIU Local 521
~~Tina Murphy~~Heather Ruiz, Director of Human Resources	~~Kim Carter Martinez, Chief Negotiator, SEIU Local 521~~Nick Finan, Steward, SEIU Local 521
~~Analyst~~Allyson Hauck, Lead Negotiator~~Date~~	~~Guadalupe Rosas, Internal Organizer~~Victor Cole Riche, SEIU Local 521 Representative
Date	Date

Appendix A – Regular Part-Time Classifications

Job Code	Classification
8500	Administrative Aide, Part-time
8601	Administrative Analyst, Part-time
8900	Automotive Shop Attendant, Part-time
8303	Building Services Worker, Part-time
8700	Business Liaison, Part-time (Grant Funded)
8701	Career Advisor, Part-time (Grant Funded)
8702	Computer Systems Specialist, Part-time
8301	Custodian, Part-time
8108	Deputy City Clerk, Part-time
8100	Employment Training Program Coordinator, Part-time (Grant Funded)
8110	~~EMS~~ Emergency Medical Services Specialist 1, Part-time
8120	~~EMS~~ Emergency Medical Services Specialist 2, Part-time
8250	Environmental Chemist 1, Part-time
8251	Environmental Chemist 2, Part-time
8150	Facility Attendant 1, Part-time
8151	Facility Attendant 2, Part-time
8200	Golf Service Assistant, Part-time
8300	Graphic Artist, Part-time
8305	Laboratory/Field Technician, Part-time
8350	Landfill Technician, Part-time
8400	Librarian, Part-time
8402	Library Specialist 1, Part-time
8403	Library Specialist 2, Part-time
8404	Library Specialist 3, Part-time
8130	Mail Clerk, Part-time
8107	Meter Reader, Part-time
8102	Office Assistant, Part-time
8121	Permit Technician - Part Time
8105	Principal Office Assistant, Part-time
8106	Senior Crime Analyst, Part-time
8104	Senior Office Assistant, Part-time
8800	Senior Workforce Services Representative, Part-time (Grant Funded)

Job Code	Classification
8103	Staff Office Assistant, Part-time
8950	Traffic Engineer, Part-Time
8600	Vehicle Abatement Officer, Part-time

Appendix B: Positions Eligible for Safety Footwear

Job Code	Job Title
8900	Automotive Shop Attendant, Part-time
8301	Custodian, Part-time
8250	Environmental Chemist 1, Part-time
8251	Environmental Chemist 2, Part-time
8150	Facility Attendant 1, Part-time
8151	Facility Attendant 2, Part-time
8305	Laboratory/Field Technician, Part-time
8350	Landfill Technician, Part-time
8130	Mail Clerk, Part-time
8107	Meter Reader, Part-time
8121	Permit Technician - Part Time
8950	Traffic Engineer, Part-Time
8600	Vehicle Abatement Officer, Part-time