

2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS MANAGEMENT (UNIT 9) NEGOTIATIONS

CITY and Unit 9 Negotiations – Comprehensive Tentative Agreement

1. Duration

4 Years (exp. 12/31/28)

2. Wages (Sec. 1) (See Attached)

- First Pay Period of Calendar Year 2025

Chief Operating Officer, Chief Electrical Utility Officer, Assistant City Managers	Status Quo (0%)
Directors	Salary ranges shall be increased by approximately 3.0%
All other Unit 9 classifications	Salary ranges shall be increased by approximately 5.0%

- First Pay Period of Calendar Year 2026 - All salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.0%.
- First Pay Period of Calendar Year 2027 - All salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.0%.
- First Pay Period of Calendar Year 2028 - All salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.0%.

3. Other Adjustments (See Attached)

Directors

Align Salaries for Library Director, Human Resources Director, IT Director, Parks & Recreation Director, and Water & Sewer Director to Finance Director current range. No automatic change in pay for incumbents.

Deputy Directors

Consolidate Parks & Recreation and Public Works Deputy Director classifications into single Deputy Director class with salary range of current Public Works Deputy Director. No automatic change in pay for incumbents.

Assistant City Clerk

Increase salary range by 13.81% to align with market (top of range: \$210,000 to be amended with any agreed upon COLA). No automatic change in pay for incumbent.

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4. Merit Pay (Sec. 14)

See Attached (Revised).

5. Lump Sum (Sec. 1) (See Attached)

Effective the first full pay period following City Council adoption: \$3,000 to employees subject to two years of merit freezes.

Effective first full pay period of July 2028: \$3,000 for all individuals employed in the unit.

6. Deferred Compensation (New) (See Attached)

Unit 9 9/11/24 Off-the-Record Counterproposal (City will contribute \$300/month to employee deferred compensation accounts.)

7. Compaction (New Section)

Annually, not later than March 31 of each year covered by the 2025-28 MOU, Unit 9 may identify any classifications where it believes there is compaction (defined as a differential of less than five percent (5%) between the Unit 9 classification and a direct report. The Department of Human Resources will review any submitted issues of compaction and will recommend that the City Council amend the salary range for any Unit 9 classification where there is less than five percent (5%) differential with a direct report (measured top of salary range to top of salary range) to create a differential of five percent (5%) (measured top of salary range to top of salary range). Salary range adjustments will occur by July 1 of the following fiscal year and will not result in an automatic change in pay for the incumbent.

At any time, Unit 9 may identify compaction issues between bargaining unit employees and employees whom they directly supervise which do not require modification of the salary range by sending a written notice to the Department of Human Resources. Within fourteen (14) working days of receipt of the required information, the Department of Human Resources shall notify the City Manager of the compaction issue. Upon receipt, the City Manager will review the issue and may make a determination on an appropriate adjustment, if any, no later than thirty (30) working days after receipt from Human Resources. In determining the appropriate adjustment, the City Manager will consider all relevant facts including but not limited to: whether the employee is expected to be permanently supervised by the Unit 9 member (i.e., if the supervision is expected to last six months or less); any COLA or Merit increases applicable to the Unit 9 member; and the performance of the Unit 9 employee.

8. Holidays (Sec. 4) (See Attached)

City 4/1/24 Counterproposal.

9. Vacation Accrual and Usage (Sec. 6) (See Attached)

City 4/1/24 Counterproposal.

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10. Health Insurance (Sec. 7) (See Attached)

Effective January 1, 2025, increase City contribution towards Family Medical to 90% of the Kaiser rate for Employee plus two or more. Incorporate Side Letter language into MOU.

11. Emergency Paid Leave (Sec. 15) (See Attached)

Unit 9 9/11/24 Off-the-Record Counterproposal.

12. Bereavement Leave (Sec. 17) (See Attached)

City 4/1/24 Counterproposal.

13. Next MOU (Sec. 30) (See Attached)

City 4/1/24 Counterproposal.

14. Wellness (Sideletter) (See Attached)

Side Letter to explore a Citywide wellness benefit.

15. Resident Status (New) (See Attached)

Pilot program to pay the "resident" rate for Parks & Recreation programs and activities.

16. Tuition Reimbursement

See Attached

17. Grievance Procedure (New)

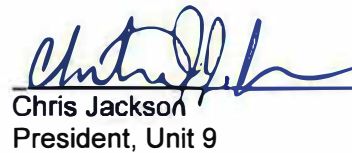
See Attached

For the City:

 11/15/24

Jovan D. Grogan Date
City Manager

For the Unclassified Miscellaneous
Management (Unit 9):

 11-15-2024

Chris Jackson Date
President, Unit 9

**2024 CITY OF SANTA CLARA – UNCLASSIFIED MISCELLANEOUS MANAGEMENT EMPLOYEES
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CITY and Unit 9 Negotiations – Wages

Proposed Language:¹

1. WAGE ADJUSTMENTS

A. Effective December 22, 2024 (the first pay period of calendar year 2025)Effective December 15, 2019, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall remain status quo-;

1) The salary ranges for employees in the classifications of Chief Operating Officer (Job Code 311), Chief Electric Utility Officer (Job Code 108), and Assistant City Manager (Job Code 016) shall remain status quo.

2) The salary ranges for the classifications shown below shall be adjusted as follows; this will not result in wage increases for incumbents in the position:

a. The salary ranges for the following classifications shall be aligned to the salary range of the Director of Finance (Job Code 087) classification:

- i. City Librarian (Job Code 066)
- ii. Director of Human Resources (Job Code 088)
- iii. Director of Information Technology/CIO (Job Code 089)
- iv. Director of Water & Sewer Utility (Job Code 102)
- v. Parks & Recreation Director (Job Code 132)

b. The salary range of the Assistant City Clerk (Job Code 010) shall be increased to have a maximum of \$210,000 annually.

c. The Deputy Parks & Recreation Director (Job Code 175) classification and Deputy Public Works Director (Job Code 176) classification shall be consolidated into a single Deputy Director classification with the salary range of the Deputy Public Works Director (Job Code 176).

3) The salary ranges for employees in the classifications listed below shall be increased by approximately 3.0%:

- a. City Librarian (Job Code 066)
- b. Director of Community Development (Job Code 088)
- c. Director of Finance (Job Code 087)
- d. Director of Human Resources (Job Code 088)
- e. Director of Information Technology/CIO (Job Code 089)
- f. Director of Public Works (Job Code 091)
- g. Director of Water & Sewer Utility (Job Code 102)
- h. Parks & Recreation Director (Job Code 132)

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

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4) The salary ranges for all other employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 5.0%.

B. Effective the first pay period of calendar year ~~2021~~2026, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall ~~remain status-quo~~be increased by approximately 3.0%.

C. Effective the first pay period of calendar year ~~2022~~2027, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately ~~4.5%~~3.0%.

D. Effective the first pay period of calendar year ~~2023~~2028, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately ~~3.25%~~3.0%.

E. ~~Effective the first pay period of calendar year 2024, all salary ranges for employees holding positions in classifications assigned to Unit 9 shall be increased by approximately 3.25%.~~One-Time Discretionary Payment

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

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

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement and who received two (2) rating periods of merit increase freezes. The one-time discretionary cash payment shall occur on the pay date associated with the first full pay period following Council approval of the MOU.

2) In recognition of, and to help secure the employees' speedy ratification of this MOU, the City has exercised its discretion to provide a one-time discretionary cash payment of \$3,000 to all employees in the bargaining unit on the pay date associated with the first full pay period after July 1, 2028. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS.

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

Employees who were employed in a classification assigned to the bargaining unit at the time of the disbursement, which shall occur on the pay date associated with the first full pay period after July 1, 2028.

F. ~~During the term of this Agreement, the parties agree that the MOU will reopen on the issue of wages if either of the following occurs:~~

- ~~1) The total annual calendar year General Fund Transient Occupancy Tax (or "TOT") revenues remitted to the City and allocated to any of the calendar years covered by this Agreement Equal or surpass the City's actual total TOT revenues from March 1, 2018 to February 28, 2019. After calendar year 2022, the TOT revenues remitted to the City shall be adjusted to normalize for any potential change in the TOT rate if passed by voters on the ballot for purposes of this section; OR~~
- ~~2) Forecasted General Fund deficits remain above \$20 million ongoing, as reflected in updated or revised Ten-Year General Fund Forecasts released after July 1, 2021.~~

~~The City agrees to provide an update on the City's TOT revenues to the Association upon the Association's request. In the event either of the foregoing occur, either party may request to meet to discuss the subject of wages. Any changes will be by mutual agreement. The parties understand and agree that this will not be a meet and confer within the meaning of section 3505 of the MMBA and that neither party will have access to any impasse resolution procedure except as mutually agreed.~~

- ~~G. The parties agree to meet and confer over wages in the event the City reaches agreement on a new general wage increase to be effective during Calendar Year 2021 or 2022 with any other miscellaneous bargaining unit as part of an agreement on a successor Memorandum of Understanding (MOU). For purposes of this section, "general wage increase" means a wage increase applicable to all members of the bargaining unit (not a subset), but only if that agreement does not also include an agreement for an alternative cost saving measure (including but not limited to unpaid furlough days). Additionally, the parties agree that this section shall not apply to any general wage increases applicable to sworn public safety bargaining units or to miscellaneous bargaining units that are exclusively funded through sources other than the General Fund.~~

**2024 CITY OF SANTA CLARA – UNCLASSIFIED MISCELLANEOUS MANAGEMENT EMPLOYEES
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CITY and Unit 9 Negotiations – Merit Increase

Proposed Language:¹

14. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments, or merit increases, 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 applicable Department Head and the City Manager, ~~subject to Section §. 14.A and 14.G below.~~ The Merit Pay Adjustment system shall include the following elements:

A. Each Unit 9 employee shall receive an annual evaluation.

- 1) Effective January 1, 2023, the rating period for an annual evaluation for all employees in classifications assigned to Unit 9 shall be from January 1st to December 31st of each calendar year. To the extent a Unit 9-represented employee is hired after January 1 of the calendar year, their first rating period shall commence from the date of appointment to December 31st of the calendar year.

~~a. Effective January 1, 2023, employees holding positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the rating period ending on and between January 1, 2022–December 31, 2022.~~

~~i. Effective the first full pay period in April 2023, employees shall receive a one-time discretionary cash payment of \$2,500 for regular employees (pro-rated for part-time employees) for the January 1, 2022–December 31, 2022 rating period. The Parties intend and understand that this lump-sum payment is non-pensionable and will not be reported to CalPERS.~~

~~Employees hired on and between January 1, 2023–April 30, 2023 or promoted into a Unit 9 position who were not previously represented by Unit 9 during January 1, 2023–April 30, 2023, shall be ineligible for the one-time cash payment.~~

~~An employee who was promoted into a classification represented by Unit 9 in calendar year 2022, who was previously in a classification represented by a bargaining unit that received a onetime payment in 2022, and who received a one-time payment in 2022, shall be ineligible to receive the \$2,500 one-time cash payment.~~

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2) Effective January 1st, 2024, any merit increase that an employee may be eligible for would be effective the first pay period after July 1st of the year subsequent to the rating period.

a. For any employee newly hired or appointed into a classification assigned to Unit 9 after January 1st of any given year, any merit increase shall be prorated for that rating period based on when they were hired during that year. Merit increases will be prorated based on the number of full complete months the employee was employed in a classification assigned to during the rating period (i.e., if an employee was hired into a classification assigned to Unit 9 on March 15th, the proration of the employee's merit increase will be calculated from April 1st to December 31st).

3) The employee must be in a classification assigned to Unit 9 during the pay period when the merit increase is effective to receive the merit increase. ~~If the employee leaves City service or is in a classification not assigned to Unit 9 when the merit increase becomes effective, the employee will not be eligible to receive it.~~

~~a. If the employee is subsequently in a classification not assigned to Unit 9, the employee's rating period for the annual evaluation shall be from the effective date of when they started in the classification not assigned to Unit 9.~~

B. Annual consideration of merit pay adjustments (or merit increases), ~~subject to Section 14.G below~~, with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.

C. Merit pay adjustments, or merit increases, shall range from 0 to 5%, to be determined at the City Manager's sole discretion up to the maximum, or top, of the classification salary range. ~~However, in 2016 and 2017 only, employee is guaranteed at least 2% and, with Department Head approval, up to 5%, subject to Section 14.G below.~~

1) During the term of this MOU and subject to Section 14.A.2.a above, merit increases shall be as follows:

Overall Rating	Merit Increase
<u>Unacceptable</u>	0%
<u>Improvement Needed</u>	0%
<u>Meets Standard</u>	<u>Min: 0%</u> <u>Max: Up to approximately 1/3 of the maximum merit increase as determined by the City Manager</u>
<u>Above Standard</u>	<u>Min: Approximately 1/3 of the maximum merit increase as determined by the City Manager</u>

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	<u>Max: Up to approximately $\frac{2}{3}$ of the maximum merit increase as determined by the City Manager</u>
<u>Exceptional</u>	<u>Min: Approximately $\frac{2}{3}$ of the maximum merit increase as determined by the City Manager</u> <u>Max: Up to the maximum merit increase as determined by the City Manager</u>

The term "approximately" as used herein shall mean a value that is exactly calculated and then rounded to two (2) decimal places (e.g., 14.7563% = 14.76%; 22.998% = 23%; 7.1234% = 7.12%).

For example, if the City Manager determines that the maximum merit increase for the rating period is 5%, merit increases shall be as follows:

Overall Rating	Merit Increase **
<u>Unacceptable</u>	0%
<u>Improvement Needed</u>	0%
<u>Meets Standard</u>	<u>Min: 0%</u> <u>Max: 1.67% (approximately $\frac{1}{3}$ of the maximum merit increase of 5% as determined by the City Manager)</u>
<u>Above Standard</u>	<u>Min: 1.67%</u> <u>Max: 3.33% (approximately $\frac{2}{3}$ of the maximum merit increase of 5% as determined by the City Manager)</u>
<u>Exceptional</u>	<u>Min: 3.33%</u> <u>Max: 5% as determined by the City Manager</u>

**** This is for illustrative purposes only**

Effective January 1, 2024, merit increases shall be effective on the first pay period after July 1st of each calendar year following the rating period described above (i.e., if the employee's rating period is January 1, 2023 to December 31, 2023, any merit pay increase would be effective the first pay period after July 1, 2024).

- 2) Merit increases will be prorated based on the number of full complete months the employee was employed in a classification assigned to during the rating period (i.e., if an employee was hired into a classification assigned to Unit 9 on March 15th, the proration of the employee's merit increase will be calculated from April 1st to December 31st). During the term of this MOU, the City Manager (or their designee) shall issue a memorandum to Department management on the parameters of any available merit increase as determined by the City Manager no later than July 31st of the rating period, for the merit increase that would be effective the first pay period after July 1st of the calendar year subsequent to the rating period. ["Merit Increase Memo"]

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For example, for the rating period of 2025 (January 1, 2025 to December 31, 2025), the City Manager (or their designee) shall issue a memorandum to Department management on the parameters of any available merit increase as determined by the City Manager no later than July 31, 2025, for the merit increase that would be effective the first pay period after July 1, 2026.

3) The City Manager or designee will provide Unit 9 with a draft of the Merit Increase Memo no later than fifteen (15) days prior to issuing the memorandum. Upon request, the City Manager will meet with Unit 9 to discuss the Merit Increase maximum and Merit Increase Memo.

4) Annual evaluations must be completed and submitted to Human Resources between January 1st and March 30th of the year subsequent to the rating period and shall include the recommended merit increase amount. A bargaining unit member who is responsible for completing one or more annual evaluations and who fails to complete annual evaluations in a timely manner will not receive their merit increase until all assigned evaluations have been completed (non-retro). Vacancies and long-term absences of assigned evaluators will be addressed on an as-needed basis.

If an annual evaluation is completed and submitted after March 30th, the merit increase for the evaluated employee will be effective the first pay period after July 1st of that calendar year. For example, if the evaluation for Employee A is not completed until October of 2025, any merit adjustment associated with the evaluation will be retroactive to the first pay period following July 1, 2025.

5) Implementation of Merit Increases. The City Manager or their designee will review and authorize recommended Merit Increases. So long as the recommended merit increase is consistent with the ranges established in the appropriate Merit Increase Memo and/or consistent with the information contained in the performance appraisal, the City Manager will normally adopt the Evaluator's recommendation without modification. However, where the City Manager believes the recommended merit increase needs to be adjusted, the City Manager will provide an explanation for the adjustment.

6) For the rating period of 2024 (January 1, 2024 to December 31, 2024), the City Manager (or their designee) shall issue a memorandum to Department management on the parameters of any available merit increase as determined by the City Manager no later than after the second full pay period after City Council approval of this MOU, for the merit increase that would be effective the first pay period after July 1, 2025.

The maximum merit increase for the rating period of 2024 shall be 4%, and, subject to Section 14.A.2.a above, shall be as follows:

Overall Rating	Merit Increase for 2024
Unacceptable	0%

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<u>Improvement Needed</u>	<u>0%</u>
<u>Meets Standard</u>	Min: 0% Max: 1.33% (approximately $\frac{1}{3}$ of the maximum merit increase of 4% as determined by the City Manager)
<u>Above Standard</u>	Min: 1.33% Max: 2.67% (approximately $\frac{2}{3}$ of the maximum merit increase of 4% as determined by the City Manager)
<u>Exceptional</u>	Min: 2.67% Max: 4% as determined by the City Manager

7) Effective January 1, 2029, Sections 14.C (1-3) shall expire and no longer be in effect.

~~D. In 2016, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2016, which date will be their merit pay anniversary each year going forward.~~

~~1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2016, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.~~

~~2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2015 and February 2, 2016, the date of their last merit increase shall be their new merit pay anniversary date.~~

~~3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2016 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2016 in 2016 for those persons whose anniversary date is February 2, 2016).~~

~~ED. Subject to Section 14.G below, the~~The City shall not suspend or freeze consideration of merit pay adjustments for Unit 9 employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.

~~FE.~~ The City and Unit 9 may, by mutual agreement, meet to discuss potential changes to the merit pay system and/or movement toward a step pay system more like other bargaining units.

~~G. Effective January 1, 2021, employees holding positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the next two (2) consecutive rating periods. This means that an employee in Unit 9 shall not be eligible for a merit increase until the third rating period after January 1, 2021, and after the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase. Employees with a rating period that ends before January 1, 2021, will be eligible for a merit increase for that rating period pursuant to the~~

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~~Personnel and Salary Resolution, even if such merit increase (if any) is not approved until after January 1, 2021.~~

- ~~1) Employees hired or rehired or promoted or reclassified on or after January 1, 2021, and until on or before December 31, 2022, into positions in classifications assigned to Unit 9 shall be ineligible for a merit increase for the first two (2) consecutive rating periods. This means that an employee hired or rehired or promoted between January 1, 2021, and December 31, 2022, will not be eligible for a merit increase until the employee's third rating period with the City after the employee was hired or rehired or promoted or reclassified into positions in classifications assigned to Unit 9.~~
- ~~(a) A current active City employee promoted or reclassified from another bargaining unit into a position in a classification assigned to Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase until the employee's third rating period from the effective date of the promotion or reclassification.~~
- ~~(b) A current active City employee holding a position in a classification assigned to Unit 9 as of the effective date of this agreement who is promoted or reclassified into or accepts another position in Unit 9 between January 1, 2021, and December 31, 2022, shall be ineligible for a merit increase unless the employee has skipped two (2) consecutive rating periods where they did not receive a merit increase since January 1, 2021.~~
- ~~(c) Nothing in this Section is intended to prohibit a pay increase that may result from a current active City employee being promoted or reclassified into a position in a classification assigned to Unit 9.~~

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CITY and Unit 9 Negotiations

City Counterproposal to Unit 9 Proposal on Deferred Compensation (TBD)

Proposed Language:¹

(NEW) DEFERRED COMPENSATION

- A. Effective **December 22, 2024** (the first pay period of calendar year 2025), the City shall contribute \$300 per month to the City's deferred compensation plan on behalf of each represented employee enrolled in the City's deferred compensation plan. An employee must be in paid status and be enrolled in the City's deferred compensation plan at the time of the contribution in order to receive the City's contribution. If an employee enrolls in the City's deferred compensation plan after the first pay period of calendar year 2025 or the first full pay period after council approval, whichever comes later, the City will commence contributions on the first full pay period after the employee is enrolled and it shall be not retroactive.

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

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CITY and Unit 9 Negotiations

City Counterproposal to Unit 9 Proposal on Holidays (Section 4) [April 1, 2024]

Proposed Language:¹

Modify Section 4 as follows:

4. Holidays

A. Employees shall be provided the following 13 annual paid holidays (computed on the eight hour per day pay rate):-

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Spring Holiday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Admission Day
9. Indigenous People's Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

A.B. Any additional permanent holidays designated by the City Council will be afforded to represented employees of Unit 9. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

B.C. Additionally, effective December 2020, the City shall provide 32 hours for four additional paid holidays between December 25th and January 1st of the following calendar year. If there are more than four working days between December 25th and January 1st of the following calendar year, the City shall designate which four working days shall be paid holidays under this paragraph. Employees whose jobs require them to work on these days would receive banked paid hours off instead (up to 8 hours per holiday), which hours may and must be used during the applicable MOU year with the approval of the applicable supervisor/manager.

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City Counterproposal to Unit 9 Proposal on Vacation Accrual and Usage (Section 6)

Proposed Language:¹

Modify Section 6 as follows:

6. Vacation Accrual and Usage

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

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

COMPLETED YEARS OF SERVICE	ANNUAL ACCRUAL	MAXIMUM VACATION ACCRUAL LIMIT
1 through 4	80 hours	480 hours
5 through 9	120 hours	480 hours
10 through 15	168 hours	480 hours
16 through 20	176 hours	480 hours
21 years +	192 hours	480 hours

- E. Maximum Vacation Accrual Limit – Employees are limited to the maximum accrual of vacation as defined. The current vacation balance, the annual accrual and the current pay period usage are all shown on the employees' pay check stub and are the responsibility of the employee to track for compliance with this provision.

~~1) Effective December 27, 2020 (the first pay period of calendar year 2021),
the Maximum Vacation Accrual Limit as described in Section 6.D above~~

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~~shall be temporarily suspended for two (2) years until the end of the last pay period of calendar year 2022. Employees may continue to accrue vacation above the Maximum Vacation Accrual Limit until December 24, 2022 (the end of the last pay period of calendar year 2022).~~

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

3.1) Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 9 shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:

- a) Effective December 25, 2022, all unused accrued vacation hours above ~~400~~ 350 hours as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.
- (i) The following is only an example of the Temporary Supplemental Vacation Accrual described above, and any figures are for illustration purposes only and assumes the employee does not use vacation.

Issue	Hours
Vacation Balance as of December 24, 2022 (the last pay period of calendar year 2022)	500
Hours to be placed in Temporary Supplemental Vacation Accrual	~~100~~ <u>150</u>
Vacation Balance as of December 25, 2022 (the first pay period of calendar year 2023)	~~400~~ <u>350</u>
Hours that can be accrued in calendar year 2023	~~80~~ <u>130</u>
Hours that can be accrued above the Maximum Vacation Accrual Limit of 480 hours	0

- b) The Temporary Supplemental Vacation Accrual balance may not be increased.
- c) Subject to supervisory approval, any accrued vacation hours and Temporary Supplemental Vacation Accrual hours shall be available for use to the employee until the accrued vacation balance and Temporary Supplemental Vacation Accrual balance has been exhausted.

**2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS
MANAGEMENT (UNIT 9) NEGOTIATIONS**

d) If an employee leaves or retires from City service, any unused Temporary Supplemental Vacation Accrual hours shall not be subject to the terms of Section 6.I below. Any accrued but unused Vacation hours and Temporary Supplemental Vacation Accrual hours will be cashed out upon the employee's retirement or other separation from City service. If permitted by the City's deferred compensation plan and applicable law, the separating employee may elect to contribute all or a portion of their accrued but unused Vacation hours and Temporary Supplemental Vacation Accrual hours to their deferred compensation account by submitting a written request no later than 30 days prior to their separation from City service.

~~e) An employee must first use their Temporary Supplemental Vacation Accrual for any vacation leave taken until the Temporary Supplemental Vacation Accrual balance has been exhausted, subject to supervisory approval.~~

~~f) An employee must use their Temporary Supplemental Vacation Accrual for any leave of absence until the Temporary Supplemental Vacation Accrual balance has been exhausted subject to any requirement that sick leave be utilized first.~~

~~g) An employee may not be on unpaid status until the Temporary Supplemental Vacation Accrual balance has been exhausted and must use their Temporary Supplemental Vacation Accrual until the Temporary Supplemental Vacation Accrual balance has been exhausted, with the exception of any formal disciplinary action pursuant to the City's Civil Service Rules.~~

F. Vacation may be used in one-tenth (1/10th) hour increments.

G. Employees who begin work prior to July ~~1st-1st~~ or continue to be employed after the first calendar year of employment are required to use at least one-half of the vacation accrued during the prior calendar year during the current calendar year.

**2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS
MANAGEMENT (UNIT 9) NEGOTIATIONS**

- H. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, request to be paid at his/her current hourly pay rate for a total combined maximum of 80 hours of accrued vacation:-
- I. In lieu of receiving a vacation-leave cash payout at retirement, the Miscellaneous Unclassified Management Employees may vote to roll accrued vacation leave hours (except for any hours in the Temporary Supplemental Vacation Accrual balance) into the employee's VEBA account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

UNCLASSIFIED MISCAELANOUS MANAGEMENT EMPLOYEES (UNIT 9)

AMENDMENT TO DECEMBER 15, 2019 – DECEMBER 31, 2024 MEMORANDUM OF UNDERSTANDING (MOU)

The City and the Miscellaneous Unclassified Management Employees (hereafter, "Unit 9") agree to amend the current Memorandum of Understanding (hereafter, "MOU"), with a term of December 15, 2019 - December 31, 2024, as follows:

(A) Health Insurance

7. HEALTH INSURANCE PREMIUMS

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

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

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

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

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

B. Definitions. For purposes of this section:

1) "Full-time employee" refers to an employee whose regular schedule is at least 30 hours per week.

2) "Full-time position" refers to a position in a classification, whether vacant or not vacant, whose regular schedule is at least 30 hours per week.

B. Health Flex Contribution

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

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

C. Additional Health Flex Contribution

~~1) Full-time employees who enroll in a City health plan for which the premium amount is more than \$946.86/month shall receive an Additional Health Flex Contribution in the amounts described in this section.~~

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

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

¹As an example, for 2020, the PEMHCA minimum is approximately \$139/month and the Health Flex Contribution is \$139.00/month, which includes the PEMHCA minimum of \$139/month.

~~4) Effective January 1, 2023, full-time employees:~~

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

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

~~D. Regular Flex Contribution~~

~~1) The City will provide full-time employees a Regular Flex Contribution equal to \$946.86 less the Health Flex Contribution. ² 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 7.E. below.~~

~~2) Employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan are not eligible for a Regular Flex Contribution.~~

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

C. Health Insurance Contributions

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

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

ED. Cash In Lieu

- 1) Full-time employees hired before January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below shall receive a Cash in Lieu amount per month for that plan year equal to \$946.86 ~~minus the Regular Flex Contribution as calculated each calendar year.~~ 4. A full-time employee hired before January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.
- 2) Full-time employees hired or rehired on or after January 1, 2023, who choose not to enroll in a City health plan for a plan year, and meet the requirements set forth below, shall receive a Cash in Lieu amount for that plan year equal to \$250/month. A full-time employee hired on or after January 1, 2023, who enrolls in coverage for a plan year, shall be treated in accordance with Sections 7.A-D and will not receive Cash in Lieu for that plan year.
- 3) For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, the Cash in Lieu amount shall be prorated as described in Section 7.F below.
- 4) Requirements: In order to receive Cash in Lieu of health coverage, an employee must sign a form attesting that the employee and the employee's Tax Family have the Alternative Required Coverage for the Opt Out Period.
 - (a) Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.
 - (b) Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).

- (c) Opt Out Period means the plan year to which the opt out arrangement applies.
- (d) An employee must provide the attestation every plan year and proof of Alternative Required Coverage every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive Cash in Lieu.
- (e) The Cash in Lieu payment cannot be made and the City will not in fact make payment if the City knows or has reason to know that the employee or a Tax Family member does not have such ~~alternative~~ Alternative Required coverageCoverage, or if the conditions in this paragraph are not otherwise satisfied.
- (f) An employee who opts out of City-offered health benefits, but cannot provide the attestation, will not receive the Cash in Lieu contribution described in this subsection.

FF. Flexible Spending Account (IRS Section 125 Plan)

The City has established a Flexible Spending Account benefit (IRS Section 125 Plan) for employees, which provides accounts in which employees may contribute pre-tax dollars for dependent care and un-reimbursed medical expenses.

This Plan will follow the regulations outlined by the Internal Revenue Service. Detailed information will be available in the Summary Plan Document. This Plan is voluntary and participating employees will make pre-tax salary reduction elections to fund the plan.

FG. Proration of Benefits:

For employees who may be eligible for benefits but work less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

Effective January 1, 2025, the Health Flex Contribution and Regular Flex Contribution shall no longer be in effect.

~~3 As an example, for 2020, the Regular Flex Contribution for employees who are regularly scheduled to work 40 hours per week is approximately \$807.86/month.~~

~~4 As an example, for 2020, the Cash in Lieu amount is approximately \$139.00/month for employees who are regularly scheduled to work 40 hours per week.~~

- (B) This Side Letter Agreement shall not establish precedent for future agreements and shall not be construed or implied to obligate the City or Unit 9 to enter into any similar agreements in the future.
- (C) This Side Letter Agreement that amends the current MOU shall become effective after it is adopted by the City and signed by all parties below.

FOR THE CITY:


Jovan Grogan
City Manager

9/4/24
Date

Charles
Sakai

Digitally signed by
Charles Sakai
Date: 2024.09.04
10:06:13 -07'00'

Charles Sakai
City of Santa Clara

Date

FOR UNIT 9:

Christophe
r Jackson

Digitally signed by
Christopher Jackson
Date: 2024.09.04
12:52:58 -07'00'

Chris Jackson
President, Unit 9

Date

CITY and Unit 9 Negotiations – XXXXXXX

Proposed Language:¹

15. EMERGENCY PAID LEAVE PROGRAM

A. Administration

Administration of this program shall be provided by a three (3) member Emergency Paid Leave Board (Board), consisting of two (2) members of the Unit 9 Board and the City Director of Human Resources (or designee). Determination of eligibility to use the vacation established in this Emergency Paid Leave pool will be by majority vote of this board. An adverse decision of this board may be appealed to the Unit 9 Board of Directors and their determination shall be final.

B. Method of Donation

- 1) Contribution of vacation will be computed at the employee's base hourly rate of pay (excluding premium or specialty pay).
- 2) Contribution may be made from earned vacation, or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool.
- 3) In a case where it has become known that an employee has been seriously injured or has a life-threatening illness and is in need of assistance from the Emergency Paid Leave Pool, contributions from accrued Sick Leave, computed at the contributing employee's base hourly rate of pay (excluding premium or specialty pay) may be made for the benefit of that specific employee who has the need.
- 4) Employee may authorize the City to automatically convert vacation that should be accrued to the employee to the pool when the employee's vacation accrual has reached the maximum allowed.
- 5) Funds contributed to the Emergency Paid Leave Pool will be placed in an interest bearing Trust Fund; accounting of such fund shall be provided to the Unit 9 Board of every six (6) months. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated.
- 6) Employees, appointed Council officers, and the elected City Clerk may contribute earned vacation, or cash to the Emergency Paid Leave Pools of other City bargaining groups.
- 7) When an employee requests a retirement separation and they provide notice to the Human Resources Department, to the extent possible, they

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

**2024 CITY OF SANTA CLARA – UNCLASSIFIED MISCELLANEOUS MANAGEMENT EMPLOYEES
(UNIT 9) NEGOTIATIONS**

will be provided with notice that they can donate sick leave to the
Emergency Paid Leave Pool.

C. Use of Pool

- 1) Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. An employee's initial request to use leave from the Emergency Paid Leave Pool shall be made to the City's Director of Human Resources (or designee). The Director of Human Resources (or designee) shall make an initial determination regarding whether the employee's request to use Emergency Paid Leave is for a verified medical emergency. The Director of Human Resources (or designee) shall notify the rest of the Board of the name of the individual making the request, the date of the request and whether or not the individual's request qualified as a verified medical emergency need under this section. Medical emergencies for the employee or dependent shall be verified by a doctor's certification and shall include the anticipated duration of the medical emergency. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency.
- 2) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation or vacation) prior to becoming eligible to request emergency paid leave benefits from the pool.
- 3) The maximum time available from the pool (subject to the assets of the pool) will be 320 hours (four [4] pay periods) for Emergency Paid Leave benefits due to the illness or injury of the employee or the maximum allowable accrual of vacation for emergency needs of the family of the employee.
- 4) Emergency Paid Leave will be deducted from the pool based upon the employee's base hourly rate of pay (excluding premium or specialty pay).
- 5) Emergency Paid Leave hours will be made available for use in the pay period following approval by the Miscellaneous Unclassified Management Employees' Emergency Paid Leave Board.
- 6) Use of Emergency Paid Leave from the pool will be treated in the same manner as use of regular vacation. The employee will continue to accrue sick leave, vacation, insurance coverage and other benefits in the same manner as he/she would if using regularly credited vacation. 7) Emergency Paid Leave, which has been credited to the employee and has not been used when the emergency has terminated will be reinstated to the pool. Vacation, sick leave and other benefits, which have accrued to the employee, will remain in the employee's account.

**2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS
MANAGEMENT (UNIT 9) NEGOTIATIONS**

CITY and Unit 9 Negotiations

City Counterproposal to Unit 9 Proposal on Bereavement Leave (Section 17) [April 1, 2024]

Proposed Language:¹

Modify Section 17 as follows:

17. 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. Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of a great-grandparent, greatgrandchild, great-aunt, great uncle, niece, nephew, or first cousin of the employee, employee's spouse or employee's domestic partner (including, in each case, step, adoptive and in-law).
- B. The bereavement leave benefit is based on each death occurrence and is not charged to the Salary Adjustment Form. All leave must be used within one (1) year following the death of an eligible person.
- C. Up to five (5) work days 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.

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

**2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS
MANAGEMENT (UNIT 9) NEGOTIATIONS**

CITY and Unit 9 Negotiations

**City Counterproposal to Unit 9 Proposal on Next Memorandum of Understanding (Sec. 30)
[April 1, 2024]**

Proposed Language:¹

Modify Section 30 as follows:

30. Next Memorandum of Understanding

~~SECTION 30 – NEXT MEMORANDUM OF UNDERSTANDING~~

~~Unit 9 will submit its proposals for a Memorandum of Understanding for the term commencing
at the expiration of this Memorandum of Understanding no later than January 31, 2024.~~

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

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SANTA CLARA

AND

UNCLASSIFIED MISCELLANEOUS MANAGEMENT EMPLOYEES
(UNIT 9)

**AMENDMENT TO January 1, 2025 – DECEMBER 31, 2028
MEMORANDUM OF UNDERSTANDING (MOU)**

The City and the Unclassified Miscellaneous Management Employees (hereafter, "Unit 9") agree to amend the current Memorandum of Understanding (hereafter, "MOU"), with a term of January 1, 2025 - December 31, 2028, as follows:

A. Wellness

1. No later than July 1, 2025, the City will meet with Unit 9 to discuss the implementation of a City-wide Wellness Program.

B. This Side Letter Agreement shall not establish precedent for future agreements and shall not be construed or implied to obligate the City or Unit 9 to enter into any similar agreements in the future.

C. This Side Letter Agreement that amends the current MOU shall become effective after it is adopted by the City and signed by all parties below.

FOR THE CITY:

FOR UNIT 9:

Jōvan Grogan Date
City Manager

Chris Jackson Date
President, Unit 9

Charles Sakai Date
City of Santa Clara

**2024 CITY OF SANTA CLARA – UNCLASSIFIED MISCELLANEOUS MANAGEMENT EMPLOYEES
(UNIT 9) NEGOTIATIONS**

CITY and Unit 9 Negotiations – Tuition Reimbursement Program

Proposed Language:¹

(NEW) TUITION REIMBURSEMENT PROGRAM

Pursuant to the provisions of the City Manager's Directive (CMD) 26 – Tuition Reimbursement Program, full-time employees represented by Unit 9 are eligible to participate in the program. Participation in the program must follow the guidelines outlined in CMD 26 and are subject to use of available funds in the Departments budget

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

**2024 CITY OF SANTA CLARA – SANTA CLARA UNCLASSIFIED MISCELLANEOUS
MANAGEMENT (UNIT 9) NEGOTIATIONS**

CITY and Unit 9 Negotiations

City Proposal to Unit 9 Proposal on Resident Status (Section TBD)

Proposed Language:¹

(NEW) RESIDENT STATUS

For the duration of the 2025 – 2028 MOU, the City will maintain a pilot program whereby an employee represented by Unit 9 will be permitted to pay the “resident” rate rather than the non-resident rate for City Parks & Recreation programs and activities so long as the employees sign-up or participation will not interfere with a resident’s access to or ability to participate in the applicable program or activity.

¹ *The proposed language is subject to review and approval by the City Attorney’s Office*

CITY and Unit 9 Negotiations – Grievance Procedure

Proposed Language:¹

(NEW) GRIEVANCE PROCEDURE

- A. Any dispute between the City and Unit 9 regarding the interpretation or application of this written Memorandum of Understanding, or City rules, regulations, procedures and policies shall be considered a grievance.
- B. A grievance may be initiated only by the employee directly affected, or by a Unit 9 representative. A grievance does not include or apply to discipline or to performance evaluations. Also, a complaint of discrimination, harassment or retaliation shall not constitute a grievance under this provision; rather such complaints should be reported to the Human Resources Department. Unit 9 also agrees that neither Unit 9 nor employees may grieve performance evaluation decisions or decisions regarding alternative work schedules. Unit 9 shall be provided with copies of responses to individual grievances.
- C. STEP 1
- Step 1 of the process is the informal discussion between the employee and his/her supervisor (up to and including the department head). The grievance must be presented in writing within twenty-one (21) calendar days following the event or events on which the grievance is based. The supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within twenty-one (21) calendar days after receiving the written grievance, the immediate supervisor shall give the employee a written response. If the employee is not satisfied with the response of the immediate supervisor, the Unit 9 representative or employee may appeal the grievance to Step 2.
- D. STEP 2
- 1) If the employee desires to appeal the grievance to Step 2, the grievance shall be reduced to writing and presented to the Department Director within five (5) working days following the receipt of the immediate supervisor's written response.
 - 2) To ensure clear communication and assist in resolving the grievance, the written grievance shall contain the following information:
 - A clear statement of the problem.
 - The alleged facts upon which the grievance is based.
 - The section of the MOU claimed to have been violated and the specific violation claimed.
 - The remedy requested by the grievant.
 - 3) The Department Director, or designee, may arrange a meeting between the Director (or designee), the employee and the appropriate Unit 9

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

**2024 CITY OF SANTA CLARA – UNCLASSIFIED MISCELLANEOUS MANAGEMENT EMPLOYEES
(UNIT 9) NEGOTIATIONS**

representative (if the employee elects a representative), and may include the immediate supervisor to attempt to resolve the grievance. The Department Director, or designee, shall provide a written decision to the employee within ten (10) working days following receipt of the written appeal to Step 2. If the employee is not satisfied with the decision, the Unit 9 representative or employee may appeal the grievance to Step 3.

E. STEP 3

- 1) If the employee desires to appeal the grievance to Step 3, the Unit 9 representative or employee shall indicate in writing the reason for the appeal and present it along with the original written grievance to the Municipal Employee Relations Officer or designee within ten (10) working days following receipt of the written decision at Step 2.
- 2) Within ten (10) working days after receipt of the appeal to Step 3, the Municipal Employee Relations Officer or designee shall schedule a meeting with the employee, the appropriate Unit 9 representative if the employee elects a representative, and the Department Director or designee to discuss the matter. A written decision shall be provided within ten (10) working days following the meeting.
- 3) If the decision of the Municipal Employee Relations Officer or designee is unsatisfactory, the Unit 9 representative or employee may appeal the grievance to Step 4.

F. STEP 4

- 1) If the employee desires to appeal the grievance to Step 4, the Unit 9 representative or employee shall indicate in writing the reason for the appeal and present it along with the original written grievance to the City Manager within ten (10) working days following receipt of the written decision at Step 3.
- 2) Within fifteen (15) working days, the City Manager, or designee, shall review the entire matter and schedule a meeting with the employee and the appropriate Unit 9 representative if the employee elects a representative.

A written decision shall be given to the employee or the appropriate Unit 9 representative within ten (10) working days following the meeting.

The City Manager's determination shall be final.

- H. The parties agree that the time limits set forth herein are of the essence of this procedure. Time limits may be extended only by written mutual agreement of the parties.
- I. This grievance procedure is the exclusive grievance procedure for employees in Unit 9.