

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

UNCLASSIFIED POLICE MANAGEMENT ASSOCIATION UNIT #9A



DECEMBER 23, 2018 – DECEMBER 25, 2021

MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
UNCLASSIFIED POLICE MANAGEMENT EMPLOYEES, UNIT #9A
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MEMORANDUM OF UNDERSTANDING
between
CITY OF SANTA CLARA
and
UNCLASSIFIED POLICE MANAGEMENT EMPLOYEES, UNIT #9A
DECEMBER 23, 2018 — DECEMBER 18, 2021

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations," this Memorandum of Understanding (MOU) constitutes the results of discussions between the City Management Staff and certain Unclassified Police Management Employees (Unit 9A) of the City of Santa Clara on all matters within the scope of representation from December 23, 2018 through December 25, 2021.

1. WAGES

- A. Effective December 23, 2018, for persons employed by the City on the date the City Council approved this MOU, salaries for represented classifications will be increased by the same percentage as applied to Unit 2 employees for the 12/2016 – 12/2017 MOU year. Salaries for represented classifications will also be increased by the same percentage as applies to Unit 2 employees for the 12/2019 – 12/2020 MOU year and for the 12/2020 – 12/2021 MOU year..
- B. It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of the information upon which total compensation adjustments are made. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. It is the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOUs, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

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

2. HEALTH INSURANCE PREMIUMS

A. HEALTH FLEX CONTRIBUTION

Effective January 1, 2019, the City will offer employees a Health Flex Contribution of \$136.00/month to put toward the payment of a City offered health plan. The \$136.00/month applies for 2019, and this amount shall be modified each calendar year using the Rate of Pay Safe Harbor (based on the lowest base pay of any full-time employee covered by this MOU) to ensure the City's offered coverage is "affordable."

Employees who enroll in a City health plan for which the premium amount is more than \$835.66/month shall receive an Additional Health Flex Contribution. The Additional Health Flex Contribution, when added to the Health Flex Contribution described in the prior paragraph and the Regular Flex Contribution described herein, shall equal \$200 per month over the Kaiser employee only premium amount for the applicable year. (For 2019, this is an additional \$134.36/month to these individuals, since \$200 over the Kaiser employee only amount in 2019 is \$970.02/month.)

Employees may not receive all or any portion of the health Flex Contribution or Additional 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 Contribution. It is understood and agreed that a portion of the Health Flex Contribution described in this subsection is the City's contribution of the statutorily required minimum contribution under the Public Employees Medical and Hospital Care Act (PEMHCA) (e.g. \$133 in 2018), which is the City's designated PEMHCA amount.

B. REGULAR FLEX CONTRIBUTION

Effective January 1, 2019, the City will provide a Regular Flex Contribution equal to \$835.66/month less the Health Flex Contribution (thus, for 2019, the Regular Flex Contribution will be \$699.66/month). Employees may use the Regular Flex Contribution to pay for health benefits offered under the City's Section 125 plan or may opt to receive any or all of the Regular Flex Contribution as taxable cash. An employee will receive a Regular Flex Contribution whether or not he/she enrolls in City-offered health benefits and notwithstanding the provisions of Section 37.E. below.

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

C. CASH IN LIEU

Effective January 1, 2019, employees who choose not to enroll in a City health plan, and meet the requirements set forth below shall receive a Cash in Lieu

amount equal to \$835.66/month minus the Regular Flex Contribution (for 2018, the Cash in Lieu amount thus is \$136/month).

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

- Tax Family means all individuals for whom the employee intends to claim a personal exemption deduction for the taxable year or years that begin or end in or with the City's plan year to which the opt out applies.
- Alternative Required Coverage required means minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- Opt Out Period means the plan year to which the opt out arrangement applies.

An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year for each plan year the employee would like to receive cash in lieu.

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

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

D. FLEXIBLE SPENDING ACCOUNT (IRS SECTION 125 PLAN)

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

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

3. DENTAL INSURANCE

The City will pay toward dental insurance premiums an amount equal to the lowest cost employee only premium amount among the dental plans offered by the City. All employees are required to enroll in a dental plan.

4. VISION INSURANCE

For persons enrolled in the City's VSP vision plan, the City will pay toward vision insurance premiums an amount equal to the lowest cost employee only vision premium. Participation is voluntary. Employees that do not choose to enroll in a vision plan are not entitled to the benefit of City contributions to vision premiums described in this paragraph.

5. DEFERRED COMPENSATION

Effective beginning the first full pay period following City Council approval of this MOU, the City shall contribute \$150 per month to a deferred compensation plan on behalf of each represented employee.

6. HOLIDAY PAY

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

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

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

The City and Unit 9A previously agreed to represented employees giving up 104 hours of holiday pay in exchange for a corresponding and equivalent 5% salary increase. The salary ranges for represented employees were adjusted so that they were placed back at the same percent of control point they were at prior to the transition of holiday pay to salary.

7. VACATION ACCRUAL

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

COMPLETED YEARS OF SERVICE	ACCRUAL RATE
1 through 9 years	120 hours
10 through 15 years	160 hours

16 through 20 years	176 hours
21 or more years	192 hours

- B. On or before the last business day before December 25th each calendar year, an employee may make in writing on an "Irrevocable Vacation Cash-Out Election Form" to be provided by the City an irrevocable vacation cash-out election for up to two cash-outs of vacation the following calendar year. To be effective, the employee's written notice must be received by the Director of Human Resources or designee no later than the last business day before December 25th of the calendar year before the calendar year in which the employee wishes to cash-out vacation. The amount of vacation requested to be cashed out in the following calendar year may not exceed a total of eighty (80) hours, which number of vacation hours must have been earned in the following calendar year before it may be cashed out, and requires a sufficient balance of available accrued vacation. It is understood that an employee using vacation shall always use vacation earned in prior years first before using vacation earned in the current year. The date options available on the Election form provided by the City for the up to two cash-outs shall be the first full pay period in April, July, October or December.

This provision shall have no effect on an employee's right to cash out all his or her accrued vacation at the time of the employee's separation/retirement from City employment.

- C. Maximum vacation accrual which may be credited to an employee at the end of the pay period which includes December 31 shall be 450 hours.
- D. In lieu of receiving a vacation-leave cash payout at retirement, the Association may vote to roll accrued vacation leave hours into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Association compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.

8. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. SICK LEAVE

- 1) Employees shall accrue ninety-six (96) hours of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.
- 2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation and Management Leave may be used to supplement sick leave as available and with Department Head approval.
- 3) In lieu of receiving a sick-leave cash payout at retirement, the Association may vote to roll the sick leave cash payout into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Association compliance with Federal rules associated with employee contributions of sick leave to their VEBA accounts.

B. FAMILY SICK LEAVE

- 1) Not more than fifty-six (56) hours of sick leave within one calendar year shall be granted to any employee for the care or attendance upon members of his/her immediate family, unless the use of additional leave is approved by the City Manager or designee. "Immediate family" is defined as spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, parent by marriage, step-parent, step-child, grandparent by marriage, son-in-law, daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, or anyone dependent on the employee for care.

C. PERSONAL LEAVE

- 1) Each calendar year, an employee is entitled to use thirty-two (32) hours of accrued sick leave as Personal Leave, provided he/she has sufficient sick leave balance available.
- 2) Personal Leave is intended to provide the employee with paid time off to attend to legitimate personal business that may arise from time to time during the year. Personal Leave may be used to supplement sick leave as required.
- 3) The employee has an obligation to provide as much notice as possible so as to allow for proper scheduling by the department.
- 4) Providing that the minimal requirements of proper notification have been met, the use of Personal Leave should not be denied.
- 5) The adoption of this program does not modify the existing ability of the employee to exchange up to 96 hours of accrued sick leave for up to 48 hours of vacation, based upon two (2) hours of sick leave for one (1) hour of vacation as provided and defined in the Personnel and Salary Resolution.

9. BEREAVEMENT LEAVE

- A. The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of an employee's immediate family, as defined in this Section 8(A). Employees are eligible to receive up to forty (40) hours of bereavement leave in the event of the death of a parent (including step, adoptive and in-law), child (including step, adoptive and in-law), sibling (including step, adoptive and in-law), spouse or domestic partner; up to three (3) work days (regardless of shift assigned) of bereavement leave in the event of the death of a grandparent (including step, adoptive and in-law), grandchild (including step, adoptive and in-law), aunt (including step, adoptive and in-law) or uncle (including step, adoptive and in-law); and up to one (1) work day (regardless of shift assigned) of bereavement leave in the event of the death of their own or a step, adoptive, or in-law great-grandparent, great-aunt, great-uncle, great-grandchild, niece, nephew, or first cousin.

- B. The bereavement leave benefit is based on each death occurrence and is not charged through the total compensation model.
- C. Up to five (5) work days of additional bereavement leave may be charged to an employee's sick leave balance with City Manager approval.
- D. At the request of the City, the employee will provide verification.

10. VOLUNTARY TIME OFF

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

- A. Approval of a work schedule that does not adversely impact the operations of the department or other employees in the work unit with the approval of the Department Head and the City Manager.
- B. No impact on either sick leave or vacation accrual if sufficient hours are worked in a pay period to entitle the employee to his/her regular accrual rate for either benefit.
- C. No reduction of insurance premium payment or refund as long as sufficient hours are worked to allow for full payment of the premium for an employee working a full time work schedule. If the number of hours worked is less than the number required for full payment of premiums or refunds, the premium or refund payments will be reduced in proportion to the hours required to gain full credit.
- D. Voluntary time off may be taken without the employee first using all of his/her accrued leave.
- E. Employee may cancel his/her participation in the program with a notice time agreed upon at the time of the granting of the request, which will be sufficient to allow the department head to accommodate the request.
- F. Cancellation of the employee's participation in the program will be at the discretion of the Department Head with the approval of the City Manager.

11. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

The City has established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a City-wide defined contribution post retirement medical benefit for employees hired prior to December 21, 2003. Specific information regarding the Plan is referenced in the Plan Document.

VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for medical insurance premiums and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.

Effective beginning December 16, 2007, the City began contributing \$50 per month

to employees' VEBA trust accounts. Effective December 23, 2019, the City shall contribute \$100 per month to the employees' VEBA trust accounts. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participant's accounts.

12. RETIREE MEDICAL REIMBURSEMENT BENEFIT

The Retiree Medical Benefit shall provide each employee who retires from the City with a CalPERS retirement with at least ten (10) years of regular City service with a reimbursement for unreimbursed single retiree health insurance premium, beginning with the second full month after retirement from City service and ending with the last full month before the retiree's sixty-fifth (65th) birthday. Starting with the month in which the retiree turns age sixty-five (65), the reimbursement will be for unreimbursed Medicare single retiree supplemental insurance premium or unreimbursed single retiree insurance premium. For premiums paid in calendar year 2017 that will be reimbursed in calendar year 2018, the City will reimburse an amount up to \$352 per month, including the PEMHCA minimum, for unreimbursed single retiree health insurance premium or up to \$211 per month, including the PEMHCA minimum, for unreimbursed Medicare single retiree supplemental insurance premium or single retiree health insurance premium. The amount of the City reimbursement will be adjusted once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%. Beginning in 2004, the City will fund this benefit with an amount to be determined by an actuary.

Each retiree will be required to submit proof of medical coverage to the City each year. The City will pay the reimbursement in a lump sum payment quarterly.

13. PEACE OFFICER STANDARDS AND TRAINING (POST) CERTIFICATE

employees that have achieved Intermediate POST certification shall receive 2.5% of base pay for this certification. employees that have achieved Advanced POST certification shall receive an additional 2.5% (for a total of 5.0%) of base pay for this certification. To be eligible, and receive payment, employees must either provide proof from POST of the Intermediate or Advanced POST certificate or get written confirmation and approval from the Police Chief (or designee) that the requirements for certification have been successfully completed. POST Certificate Pay shall be included on the Salary Adjustment Form as a mandatory allocation.

14. UNIFORM ALLOWANCE

The City shall contribute \$23.08 bi-weekly per represented employee as a uniform allowance beginning after twelve (12) continuous months of City service.

15. PDA/SMART PHONE STIPEND

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

Department, and to Human Resources. (See Appendix A.)

16. STADIUM DETAIL

Police Management employees will be paid at 1.5 times the Step 5 Lieutenant salary rate for hours performing Stadium Detail special event work outside an employee's regular schedule, and which amounts shall be reimbursed to the City by the Stadium Authority. Such pay and detail shall be limited to those events where the Chief of Police concludes that the presence and work of Police Management personnel is required. Effective the first full pay period following City Council approval of this MOU, the pay amount will increase to 1.5 times the Step 7 Lieutenant salary rate.

17. MANAGEMENT LEAVE PROGRAM

The Management Leave Program is as follows:

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

18. EMERGENCY PAID LEAVE POOL

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 9A 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 Association Board of Directors and their determination shall be

final.

B. METHOD OF DONATION

- 1) Contribution of vacation or CTO will be computed at the member's base hourly rate of pay (excluding premium or specialty pay).
- 2) Contribution may be made from earned vacation, CTO or cash only. Conversion of Sick Leave to Vacation for purposes of donation to this pool will be immediately credited to the pool without the ninety (90) day waiting period.
- 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, bypassing vacation conversion, 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. The Trust Fund will be accumulated in total dollars. No record of number of hours contributed to the Pool will be maintained. An employee making a donation to the Pool will not have a vested right to the amount donated. The Finance Department will report the status of the fund on a calendar quarter basis to the Association.
- 6) Employees may contribute earned vacation, CTO or cash to the Emergency Paid Leave Pools of other City bargaining groups.

C. USE OF POOL

Employee must have a verified emergency need for time off to request Emergency Paid Leave from the pool. Non-medical emergencies shall be verified by certification acceptable to the Board and shall include the anticipated duration of the emergency. 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. An employee's initial request to use leave for a medical emergency 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.

- 1) Employee must have exhausted appropriate paid leave (sick leave including eligible conversion to vacation, vacation or CTO) prior to becoming eligible to request Emergency Paid Leave benefits from the pool. Employee will be

APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION

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City Manager's Office



Interoffice Memorandum

Date: April 15, 2014

To: Unit 9 – Unclassified Miscellaneous Management Employees

From: Julio Fuentes, City Manager

Subject: Cell Phone/Smartphone Stipend Program for Unit 9 – Unclassified Miscellaneous Management Employees

Scope: This cell phone/smartphone stipend program applies to members of Unit 9– Unclassified Miscellaneous Management Employees. The stipend program is \$80 per month and was effective April 1, 2009.

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

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

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

To be eligible for the monthly stipend, the Unit 9 employee must provide the Human Resources Department with an active cell phone number. It is expected that the employee will respond to work-related calls and most critical, actively monitor their phone during City emergency

notified by the Personnel Department when they first become eligible to request emergency leave benefits from the pool.

- 2) The maximum time available from the pool (subject to the assets of the pool) will be 160 hours (two [2] 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.
- 3) An additional 160 hours (two pay periods) will be made available in extreme circumstances if an employee has a medical emergency. The decision to grant or deny a request for an additional 160 hours will be made by a majority vote of the Employees' Association Board Members.
- 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 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 that 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 that have accrued to the employee will remain in the employee's account.

19. ALTERNATE WORK SCHEDULE (NINE-EIGHTY SCHEDULE)

Unit 9A employees shall be eligible to work a 9/80 alternate work schedule according to the conditions, criteria, and requirements set forth in City Manager's Directive 71. Requests to work a 9/80 schedule shall be made through or by the Chief of Police to the City Manager. The City Manager must approve the schedule and the City Manager or Chief of Police may terminate the schedule at any time.

20. FLEXIBLE SPENDING PLAN, INTERNAL REVENUE CODE, SECTION 125

The City will make available a Flexible Spending Plan under the Internal Revenue Code Section 125 for employees. Employees may contribute pre-tax (federal, state, FICA, Medicare) dollars for dependent care and qualified un-reimbursed medical expenses. This Plan will follow the regulations outlined by the Internal Revenue Code. Detailed information will be available in the Summary Plan Document.

The City will pay the administrative expenses for the plan. This Plan is voluntary and participating employees will pay the monthly participation cost. The monthly participation cost will be considered pre-tax, as defined above, under Internal Revenue Code Section 106. Participating employees will be provided with an Employee Plan Summary and regular statements regarding the status of their flexible spending