

MEMORANDUM OF UNDERSTANDING

between

CITY OF SANTA CLARA

and

**UNCLASSIFIED FIRE MANAGEMENT
EMPLOYEES
UNIT 9B**



JANUARY 1, 2023 – DECEMBER 31, 2025

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

JANUARY 1, 2023 – DECEMBER 31, 2025

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JANUARY 1, 2023 – DECEMBER 31, 2025

In accordance with the provisions of Section 18 of the City of Santa Clara Resolution #2979, entitled "Employer-Employee Relations", this Memorandum of Understanding (MOU) reflects the agreement of the City of Santa Clara (City) and the Unclassified Fire Management Employees of the City of Santa Clara (Unit 9B) on an MOU with effective dates January 1, 2023, through December 31, 2025.

1. WAGES

- A. Effective December 25, 2022 (the first full pay period of calendar year 2023), all salary ranges in classifications assigned to Unit 9B shall be increased by approximately 4.0%.
- B. Effective December 24, 2023 (the first full pay period of calendar year 2024), all salary ranges in classifications assigned to Unit 9B shall be increased by approximately 4.0%.
- C. Effective December 22, 2024 (the first full pay period of calendar year 2025), all salary ranges in classifications assigned to Unit 9B shall be increased by approximately 2.5%.
- D. 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 \$5,000 for regular employees (pro-rated for part-time employees) in the bargaining unit following Council approval of this MOU. 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 is estimated to occur after the first pay period after Council approval of this MOU. The one-time discretionary cash payment shall be paid on a day after the first full pay period after Council approval of this MOU.

- E. It is recognized by both parties to this agreement that it is their mutual responsibility to independently verify, to the extent possible, the accuracy of compensation adjustments. Should it be discovered by either party that adjustment(s) to salary and fringe benefits are based on erroneous information or has been erroneously computed, the necessary corrective action will be taken as soon as practical after the discovery and notice of the error has been given. Said repayment will begin, via payroll deduction, with the next paycheck following final determination of the amount to be paid. It is

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the mutual responsibility of both parties to report any suspected error immediately upon discovery to the other party. However, the period for which there will be a right to recover any monies which are either overpaid by the City or underpaid to the employee shall be limited to an adjustment period of up to 90 calendar days from the date the error was first reported to the other party. The corrective action will be taken even in circumstances where the error may bridge successive MOU's, but the recovery will still be limited to amounts owed or owing during the prior 90 calendar days. The 90 calendar day period will begin upon the date of written notification by personal service upon the other party.

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

2. MERIT PAY/SALARY ADJUSTMENT SYSTEM

Merit pay adjustments, 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 Fire Chief and the City Manager subject to Section 2.F below. The Merit Pay Adjustment system shall include the following elements:

- A. Each Unit 9B employee shall receive an annual evaluation.
- B. Annual consideration of merit pay adjustments, subject to Section 2.F below, with an affirmative decision by the Fire Chief shall be required each year following the annual evaluation.
- C. Effective following City Council approval of this MOU, if the Fire Chief has not completed an evaluation in time for a merit adjustment by an employee's anniversary date, the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date.
- D. The City and Fire Management agree that, effective the first full pay period of the 2019-2020 MOU Year, the salary ranges (not individual salaries) for all classifications in Unit 9B shall be increased by 5.0%.
- E. Effective January 1, 2021, employees holding positions in classifications assigned to Unit 9B shall be ineligible for a merit increase for the next two (2) consecutive rating periods. This means that an employee in Unit 9B 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 Personnel and Salary Resolution, even if such merit increase (if any) is not approved until after January 1, 2021.

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- 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 9B 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 or reclassified 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 into positions in classifications assigned to Unit 9B.
 - (a) A current active City employee promoted from another bargaining unit into a position in a classification assigned to Unit 9B 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.
 - (b) A current active City employee holding a position in a classification assigned to Unit 9B as of the effective date of this agreement who is promoted or reclassified into or accepts another position in Unit 9B 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 9B.

3. VACATION ACCRUAL AND USAGE

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

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL 40 HOUR EMPLOYEE</u>	<u>MAXIMUM VACATION ACCRUAL LIMIT</u>
1 through 9	120 hours	480hours
10 through 20	160 hours	480hours
21 and over	192 hours	480 hours

<u>YEARS OF SERVICE</u>	<u>ANNUAL ACCRUAL 24 HOUR EMPLOYEE</u>	<u>MAXIMUM VACATION ACCRUAL LIMIT</u>
1 through 9	8 shifts/192 hours	700 hours
10 through 19	10 shifts/240 hours	700 hours
20+ years	12 shifts/288 hours	700 hours

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

- A. Vacation may not be taken during the first 12 months of regular employment.
- B. Vacation will be earned on a bi-weekly basis (1/26th of the annual accrual) provided that the employee is in a paid status for at least 2/3rds of the hours of that pay period.
- C. Employee is required to take at least 1/2 of the vacation earned during the previous calendar year in the current calendar year.
- D. Subject to having a sufficient balance of accrued vacation available, an employee may, on a twice per year basis, convert a combined total of maximum of eighty (80) hours (112 hours for 24 hour employees) of accrued vacation to cash at his/her current hourly rate of pay.
- E. Effective December 27, 2020 (the first pay period of calendar year 2021), and subject to Section 3.G below, the Maximum Vacation Accrual Limit shall be increased to 480 hours for 40-hour employees and 700 hours for 24-hour employees. Employees shall not be allowed to accrue vacation above the Maximum Vacation Accrual Limit.
- F. In lieu of receiving a vacation-leave cash payout at retirement, the Unclassified Fire Management Employees may vote to roll accrued vacation leave hours (except for any hours in the Temporary Supplemental Vacation Accrual balance) into the employee's Voluntary Employee Beneficiary Association (VEBA) account, subject to Unclassified Fire Management Employees compliance with Federal rules associated with employee contributions of vacation leave to their VEBA accounts.
- G. Effective December 27, 2020 (the first pay period of calendar year 2021), the Maximum Vacation Accrual Limit as described above 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 last pay period of calendar year 2022).
 - 1) 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 of 480 hours for a 40 hour employee or 700 hours for a 24 hour employee.
- H. Temporary Supplemental Vacation Accrual – Effective December 25, 2022 (the first pay period of calendar year 2023), employees holding positions in classifications assigned to Unit 9B shall be eligible for the Temporary Supplemental Vacation Accrual. The Temporary Supplemental Vacation Accrual is a separate vacation balance subject to the following:

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- 1) Effective December 25, 2022, all unused accrued vacation hours above 400 hours for 40 hour employees and 588 hours for 24 hour employees as of December 24, 2022 (the last pay period of calendar year 2022) shall be placed in the Temporary Supplemental Vacation Accrual balance.

(a) 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 (40 Hour Employee)	Hours (24-Hour Employee)
Vacation Balance as of December 24, 2022 (the last pay period of calendar year 2022)	500	800
Hours to be placed in Temporary Supplemental Vacation Accrual	100	212
Vacation Balance as of December 25, 2022 (the first pay period of calendar year 2023)	400	588
Hours that can be accrued in calendar year 2023	80	112
Hours that can be accrued above the Maximum Vacation Accrual Limit	0	0

- 2) The Temporary Supplemental Vacation Accrual balance may not be increased.
- 3) Subject to supervisory approval, any Temporary Supplemental Vacation Accrual shall be available for use to the employee until the Temporary Supplemental Vacation Accrual balance has been exhausted.
- 4) 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 3.F above. Any accrued but unused 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 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.
- 5) 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.
- 6) 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.

- 7) 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.

4. HEALTH INSURANCE

City health insurance coverage will be at the option of the individual employee.

- A. 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:

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

"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.

- C. Health Insurance Premiums:

- 1) Effective January 1, 2023, 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

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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.

D. Cash in Lieu

- 1) Effective January 1, 2023, a full-time employee hired on or before December 31, 2022 into a full-time position with the City, and who chooses not to enroll in a City health plan and meets the requirements set forth below in in this subsection shall receive a Cash in Lieu amount equal to \$859.20/month paid out on the first pay period of the month.
- 2) A full-time employee hired or rehired on or after January 1, 2023, and who chooses not to enroll in a City health plan and meets the requirements set forth below shall receive a Cash in Lieu amount equal to \$250/month paid out on the first pay period of the month.
- 3) Requirements: In order to receive Cash in Lieu of health coverage, an employee must sign and submit 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 during open enrollment for each plan year for the employee to be eligible to receive Cash in Lieu.

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(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 Required Coverage, or if the conditions in this paragraph are not otherwise satisfied.

(f) An employee who opts out of City-offered health benefits, and does not provide the attestation and proof of Alternative Required Coverage, will not receive the Cash in Lieu contribution described in this subsection.

4) 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 H below.

E. Pursuant to *Flores v. City of San Gabriel*, the City includes medical premium contributions and "cash in lieu" payments as part of the regular rate of pay for calculating FLSA overtime premiums. The City will cease including these amounts as part of the regular rate in the event that it is no longer legally required to do so (e.g., if *Flores* is modified or overruled or if the City's healthcare plan is deemed a qualified plan).

F. 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.

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

H. For employees whose regular work schedules are 30 or more hours per week but less than 40 hours per week, benefits shall be prorated based on the employee's full-time equivalent (FTE) level.

5. HOLIDAYS

A. 8-hour Shift Employees

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

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1. New Year's Day (January 1),
2. Martin Luther King, Jr. Day (3rd Monday in January),
3. President's Day (3rd Monday in February),
4. Spring Holiday (observed on Good Friday),
5. Memorial Day (last Monday in May),
6. Independence Day (July 4),
7. Labor Day (1st Monday in September),
8. Admission Day (September 9),
9. Columbus Day (2nd Monday in October),
10. Veteran's Day (November 11),
11. Thanksgiving Day (4th Thursday in November),
12. Friday after Thanksgiving, and
13. 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 number of annual holidays included in the total compensation allocation will be 13 days (computed on the eight hour per day rate). Any additional permanent holidays designated by the City Council will be afforded represented employees of Unit 9B. Additional permanent holidays under this section shall be defined as a holiday on which City offices are closed.

B. 24-hour Shift Employees

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

6. MANAGEMENT LEAVE PROGRAM

The Management Leave program is as follows:

- A. Effective January 1 of each year, represented employees will receive 120 hours (168 for 24-hour shift personnel) of Management Leave per calendar year
- B. New hires or employees promoted into Unit 9B between January 1 and June 30 will be credited with 120 hours (168 for 24-hour shift personnel) of Management Leave. New hires or employees promoted into Unit 9B between July 1 and December 31 will be credited with 60 hours (84 for 24-hour shift personnel) of Management Leave.
- C. Use of Management Leave is subject to approval by the Fire Chief or his/her designee. Such use shall be approved unless staffing or other conflicts prohibit such approval.

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- D. Management Leave may not be converted to cash or other paid time off.
- E. Unused Management Leave may be carried over from one calendar year to the next; however, an employee may never have more than a balance of 180 hours (252 for 24-hour shift personnel) of management leave, subject to Section 6.E.1-3 below. (Thus, and for example, a 40-hour employee that already has 180 hours of management leave on January 1 would not receive any further management leave. A 40-hour employee that already has 100 hours of management leave on January 1 would “only” receive an additional 80 hours. A 40-hour employee with 60 or fewer hours of banked management leave on January 1 would receive 120 hours.
 - 1) For calendar year 2021, an employee may have up to a balance of 240 hours of management leave for a 40 hour employee and a balance of 336 hours for 24-hour shift personnel.
 - 2) For calendar year 2022, an employee may have up to a balance of 240 hours of management leave for a 40 hour employee and a balance of 336 hours for 24-hour shift personnel.
 - 3) Effective the first pay period of calendar year 2023, the terms of Section 6.E above shall apply, and an employee may have no more than a balance of 180 hours of management leave for a 40 hour employee and a balance of 252 hours for 24-hour shift personnel.

7. PROFESSIONAL DEVELOPMENT

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

8. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE

A. SICK LEAVE

- 1) Employees shall accrue ninety-six (96) hours (288 hours for 24-hour employees) of sick leave per year of regular City employment. Sick leave shall accrue in equal amounts each pay period. Employees shall not accrue sick leave while they are on unpaid status.
- 2) Use of sick leave will be under the same terms and conditions as are now in place. Vacation and CTO may be used to supplement sick leave with Department Head approval, as permitted and set forth in CMD 30 at the time this MOU was adopted.

B. FAMILY SICK LEAVE

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

C. PERSONAL LEAVE

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

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

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

The Unit agrees to a reduction in the maximum cash-out of sick leave for future hires but which would only take effect if and when the City reached an agreement (or imposed) the change on all bargaining units and, if there was variation among bargaining units, the sick leave cash-out provision for new hires most beneficial to employees would apply to Unit 9B's new hires.

9. BEREAVEMENT LEAVE

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

10. VOLUNTARY TIME OFF

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

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

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- E. Employee may cancel his/her participation in the program with a notice time agreed upon at the time of the granting of the request which will be sufficient to allow the department head to accommodate the request.
- F. Cancellation of the employee's participation in the program will be at the discretion of the Department Head with the approval of the City Manager.

11. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

- A. The City established a Voluntary Employee Beneficiary Association (VEBA) trust under Internal Revenue Code Section 501(c)(9) for the purpose of providing a defined contribution post retirement medical benefit for employees. Specific information regarding the Plan will be referenced in the Plan Document.
- B. A VEBA is a tax-exempt trust account formed under Internal Revenue Code Section 501(c)(9) designed to accumulate assets to fund the future payment of qualified unreimbursed medical expenses (including specified insurance premiums). At retirement, participants may withdraw the accumulated plan benefits to pay for unreimbursed health insurance premiums, qualified long-term care insurance premiums, and other qualified unreimbursed medical expenses and will not be taxed under current state and federal law. Withdrawals cannot be made for non-medical purposes.
- C. Effective December 21, 2003, the City ceased making contributions to employee VEBA accounts. Employee VEBA accounts remained and will remain open for other potential contributions. Effective December 14, 2008, the City began contributing \$50 per month to employees' VEBA trust accounts. Effective retroactive to December 17, 2017, for persons employed on the date the City Council approves this MOU, the City will increase its contribution to employees' VEBA trust to \$250/month. Per the City's contract with VEBA, VEBA's consulting fee will be deducted from plan participants' accounts.

12. RETIREE MEDICAL REIMBURSEMENT BENEFIT

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

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2023-2025)

adjusted once each year by the percentage change from October to October in the San Francisco-Oakland-San Jose urban wage earners and clerical workers (W) consumer price index from the prior year, but in no event will be increased more than 3.5%.

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

13. EMPLOYEE ASSISTANCE PROGRAM

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

14. PSYCHOLOGICAL COUNSELING

Employees represented by Unit 9B will be eligible to receive the psychological counseling services available to the Santa Clara Firefighters, IAFF Local 1171 (Unit 1).

15. DEPLOYMENT PAY

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

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

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

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

16. PDA/SMART PHONE STIPEND

The City will provide an \$80 per month PDA/smart phone stipend to those employees who wish to receive it instead of receiving and using a City issued PDA/phone. Effective December 27, 2020 (the first pay period of calendar year 2021), the PDA/smart phone stipend shall be paid on the first 2 pay periods of every month. Employees choosing to participate in this program will be responsible for securing their own PDA/Smart Phone, and providing the applicable telephone number to the Fire Department, and to Human Resources. (See Appendix A.)

17. DENTAL INSURANCE

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

18. LIFE INSURANCE

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

19. UNIFORM ALLOWANCE

The City will provide a uniform allowance of \$260 per year, payable in equal payments each pay period. Effective December 27, 2020 (the first pay period of the calendar year) the uniform allowance will be paid on the first two (2) pay periods every month.

20. SAFETY AND PROTECTIVE EQUIPMENT

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

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

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2023-2025)

These programs shall be administered at the Fire Department level.

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

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

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

21. RESIDENCY BENEFITS

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

22. DOMESTIC PARTNERS

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

23. PAY PERIODS

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

24. DECLARATION

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

25. NEXT MEMORANDUM OF UNDERSTANDING

Unit 9B will submit its proposals for a Memorandum of Understanding for the term commencing at the expiration of this Memorandum of Understanding no later than November 1, 2025.

26. BATTALION CHIEFS – OPEN SHIFTS

A. Effective January 1, 2021, employees in the Battalion Chief (Job Code 036 and Job Code 036S) classifications shall be provided the opportunity to work Battalion Chief shifts other than what they are regularly assigned in the event the shift is open and no one is currently assigned to work the open shift.

- 1) In the event no employee in the Battalion Chief (Job Code 036 and Job Code 036S) classification accepts the opportunity to work the open shift, the Department shall revert to assigning the open shift as it was assigned prior to January 1, 2021.
- 2) In addition to the employee's regular salary as an exempt employee, an employee who works the open shift shall be compensated at \$80.00 per hour for every hour that the employee works the open shift. Effective December 25, 2022, an employee who works the open shift shall be compensated at \$84.00 per hour for every hour that the employee works the open shift.

B. Long-Term Absences:

- 1) For purposes of this Section 26, a "long-term absence" is considered an absence of three (3) consecutive pay periods (approximately 6 weeks) or longer. The time period where a Battalion Chief position becomes open due to an incumbent employee leaving City service and where an employee is assigned to the open position shall be considered a "long-term absence" for purposes of this Section 26.
- 2) In the event a Battalion Chief position is open due to a long-term absence of the incumbent employee, the Department shall assign the open shift as it was assigned prior to January 1, 2021, including but not limited to assigning the open shift to an employee in a classification assigned to Santa Clara Firefighters, IAFF Local 1171 (Unit 1).
 - a. Any interim time period between the absence of the incumbent employee and assignment of a Unit 1 employee shall be first offered to employees in the Battalion Chief (Job Code 036 and Job Code 036S) classifications as provided for in Section 26.A above.
- 3) The following are examples of Long-Term Absences under this Section:
 - a. A-Shift BC announces that they will be retiring (from full duty) on a future date. Since this is known in advance to be a "long-term

MEMORANDUM OF UNDERSTANDING – UNIT #9B (2023-2025)

absence,” the Department can assign a Unit 1 employee as Acting BC on A-Shift the shift following the retirement of the A-Shift BC.

- b. C-Shift BC injures their knee on November 1 and is out of the office. Initial medical evaluation is inconclusive and the extent of injury cannot be determined without further medical examination which is not scheduled until November 15. Therefore, the duration of absence is unknown.
 - i. Unit 9B members would get first priority filling the shifts between November 1 and November 15.
 - ii. Post-medical evaluation on November 15 confirms full ACL and MCL tears requiring surgery and 7-9 months of rehabilitation on modified duty. This is now a known as “Long-Term Absence” and the Department can assign a Unit 1 employee as the Acting BC on the shift after November 15.

27. DEFERRED COMPENSATION

- A. Effective December 25, 2022 (the first full pay period of calendar year 2023), the City shall contribute \$230 per month to the City’s Section 457 deferred compensation plan on behalf of each represented employee enrolled in the City’s Section 457 deferred compensation plan. If an employee enrolls in the City’s Section 457 deferred compensation plan after December 25, 2022, the City will commence contributions on the first full pay period after the employee is enrolled and it shall be not retroactive.

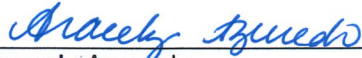
28. EDUCATIONAL INCENTIVE

- A. Effective December 25, 2022 (the first pay period of calendar year 2023), employees shall be eligible for 5% of base pay for Step 5 Firefighter II after completion and written submission of proof of a Bachelor’s degree from an accredited college or university and 400 hours of State Fire Training Classes if the employee is in a classification where a Bachelor’s degree is not a minimum requirement of the position. If the employee is in a classification where a Bachelor’s degree is a minimum requirement of the position, employees shall be eligible for 5% of base pay for Step 5 Firefighter II after completion and written submission of proof of a Master’s degree from an accredited college or university and 400 hours of State Fire Training Classes where a Master’s degree is not a minimum requirement of the position.
 - 1) Proof of education achievement must be one of the following:
 - a. Diploma; or
 - b. Official transcript that includes the type of degree awarded and the date the degree was conferred.
 - 2) The proof of education should be submitted/processed to the Fire Department training division.

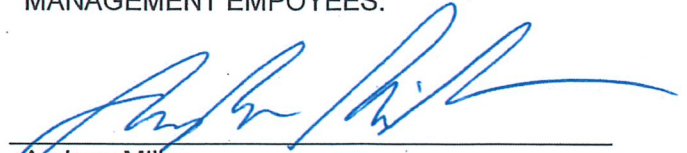
MEMORANDUM OF UNDERSTANDING – UNIT #9B (2023-2025)

FOR THE CITY OF SANTA CLARA:

FOR THE UNCLASSIFIED FIRE
MANAGEMENT EMPLOYEES:



Aracely Azevedo
Director of Human Resources
Date: 6/22/23



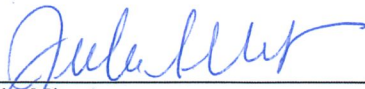
Andrew Miller
Battalion Chief
Date: 5-12-23



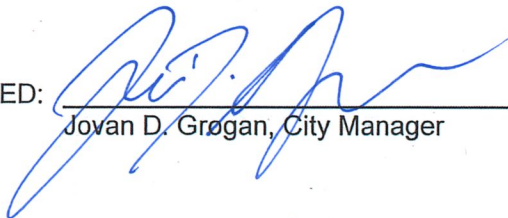
Marco Mercado
Assistant Director of Human Resources
Date: 6/20/2023



Matt Queen
Battalion Chief
Date: 5-12-23



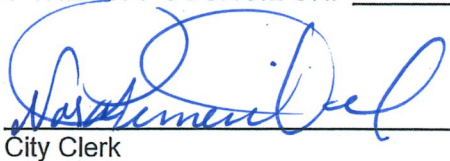
Julie Minot
Management Analyst
Date: 6/20/23

APPROVED: 

Jovan D. Grogan, City Manager

7/10/23
Date

APPROVED BY THE CITY COUNCIL ON: November 1, 2022

ATTEST: 

City Clerk

6/22/23
Date



**City of
Santa Clara**
The Center of What's Possible

Human Resources Department

Memorandum

Date: March 9, 2020

To: Unit 9 Employee

From: Director of Human Resources

Subject: Mobile Communications Device Allowance

Per the Unit 9 Unclassified Miscellaneous Management Employees' current Memorandum of Understanding, Unit 9 employees are eligible to receive \$80 per month as a mobile communications device allowance.

Please refer to the attached Cell Phone/Smart Phone Stipend Program for Unit 9 – Unclassified Miscellaneous Management Employees, the smart phone policy details, and CMD # 116 for additional information on the program.

Complete the information below and forward to the Human Resources Department.

____ I request to participate in the City's Mobile Communication Device Allowance Program. My mobile phone number is (____)_____.

____ I request to be issued/continue to use a City-issued cell phone.

Signature

Date

Print Name

Title

Emp. ID #



Interoffice Memorandum

Date: October 2, 2017

To: Unit 9 – Unclassified Miscellaneous Management Employees

From: Deanna J Santana, 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 situations. If a Unit 9 employee participating in the stipend program experiences a lost, stolen

or damaged cell phone, it is expected that the employee will actively seek to have the device replaced or repaired in a reasonable period of time in order to remain eligible for the monthly stipend (refer to CMD 116 for additional requirements if a phone is lost or stolen). The stipend program is focused only to the Unit 9 employee's personal cell phone or smartphone, and not to other cell phones that might be included under a shared or family plan that the employee may have with a service provider.

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

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

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

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

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

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

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



Deanna J Santana
City Manager



ADMINISTRATIVE CODE

CMD NUMBER 116

CITY MANAGER'S DIRECTIVE-PROCEDURE

DATE: March 9, 2009

CANCELS: November 22, 2008

SUBJECT : USE OF CITY RESOURCES, AND NON-CONFIDENTIAL NATURE OF INFORMATION ON CITY EQUIPMENT

- PURPOSE:**
1. The primary purpose of this CMD is to inform all employees that City equipment and systems, and City work locations, as defined herein, are the sole property of the City, and with a few minor noted exceptions, are to be used for City business only. This policy applies to City-owned and issued devices and the use of City network or systems using City –owned and private devices, including but not limited to Smartphones.
 2. Another purpose of this CMD is to inform all City employees that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information, or files placed in or on City equipment are not private or confidential and may be reviewed to ascertain whether such communications constitute City business. As such, employees should not have any expectation of privacy or confidentiality in any of these circumstances. This CMD does not apply to the confidentiality of personnel records maintained by the Human Resources Department or the Finance Department, or the confidentiality of business and related items within the department where the employee works.

POLICY AS TO CITY-OWNED OR ISSUED DEVICES:

City equipment and systems, and City work locations, are the sole property of the City and, with minor exceptions (as noted below in Item No. 4 under Supervisor and Department Head Responsibility and Action), are to be used for City business only.

City employees are hereby informed that private or personal documents, written messages, electronic messages (including text messages, emails, etc.), materials, information or files, placed in or on City equipment are not private or confidential. Employees should not have any expectation of privacy or confidentiality in any of these circumstances.

In order to conduct City business, including responding to the needs of citizens and staff, City management and City employees, when directed, may need to access City work locations and equipment of any employee who is absent or unavailable. Access to the work locations and equipment may also be necessary

for purposes of monitoring employee work performance and conduct. Under existing provisions of the law, the City reserves the right to monitor the use of City equipment for any reason, including the right to review, audit and disclose all matters sent over or stored in City locations or equipment systems to ensure that uses are in compliance with all laws including copyright laws and City policies, including the City Code of Ethics & Values.

POLICY AS TO PRIVATE DEVICES:

Only City approved and authorized Smartphone devices are permitted to access any City network or systems. The approved list of devices is maintained by Information Technology (IT) and listed on the Smartphone Access Authorization Form (form available from IT HelpDesk).

A user who connects to City networks via an authorized Smartphone device or service must ensure that all components of his/her wireless connection remain as secure as his/her network access. All Smartphones and connections to any City network or systems shall be used to conduct City business and utilized appropriately, responsibly and ethically. All authorized Smartphone device and service users shall, without exception, use secure remote access procedures. Enforcement of this provision will be by device passwords in accordance with the City's password policy.

Prior to initial use or connection to City networks or systems, authorized Smartphone devices, software and related services must be registered with IT. City employees, contractors, or "as needed" staff in possession of an authorized Smartphone device shall not make modifications of any kind to the device, its software, and/or service that may potentially compromise the integrity of City networks or systems, without the express written approval of IT. This includes, but is not limited to, split tunneling, dual homing, non-standard hardware or security configurations, etc.

Users are advised that applicable law related to public records may require the production of certain records on private devices. Users are advised to adhere to City CMD's related to public records and email retention to avoid the potential disclosure of information from their private devices, particularly those users that receive a stipend for private devices.

With respect to Public Safety Officers, it is intended that this CMD be read together with the Public Safety Officers Procedural Bill of Rights.

DEFINITIONS:

“City equipment and systems, and City work locations” is defined herein to include, but not be limited to, the following items whether they be owned, bought, used, paid for, leased, borrowed, or given to areas and the City: Work spaces, desks, lockers, City vehicles and equipment, computer and video equipment, printers, copiers, supplies, telephones, mobile data terminals, fax machines, radios, email, text messages, other mail and electronic messaging services, voice mail, and Internet services (as assigned, including chats, newsgroups, and Internet email), or any files

“City business” includes, but is not limited to, conducting the business of the City of Santa Clara and monitoring employee work performance and conduct.

“Off-Duty time” includes employee time before and after work shift, lunch (or meal period breaks), and approved vacation/other leave time.

“Smartphone” means a mobile handheld device with advanced features like e-mail and Internet capabilities.

RESPONSIBILITY :

Department Heads & Supervisors

ACTION

1. Authorize issuance and discourage misuse of City equipment, work locations, and Smartphone devices. Approve replacement of lost, stolen or damaged City-owned devices. Replacement costs will be charged to the user’s department, which is then responsible for handling reimbursement of City funds with said user. Replacement and Maintenance costs for any personal-owned devices are the sole responsibility of the employee.
2. Understand that the City’s security software for the Internet may record for management use the Internet address or site visited by the employee and keep record of any network activity in which the employee transmits or receives any kind of file; the deletion of a message or file from some electronic systems may not fully eliminate the message from the system.
3. Understand that “any writing containing information related to the conduct of the public’s business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics” (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation
4. Notwithstanding statements in the CMD to the contrary, occasional use of City equipment by an employee during off-duty time, i.e., typing of a personal letter during the lunch period, or use of a telephone for urgent reasons (see CMD 78), may be granted from time to time at the discretion of and upon the

approval of the Department Head.

5. In addition, uses by City employees, during off-duty time, of specific City equipment may also be allowed where certain fees for use of this equipment have been established (i.e., minimal copying, or use of a fax machine, etc.).
6. Managers and supervisors who are authorized to serve as officers of a professional society and/or association in accordance with CMD 49, and who have authorized use of City resources in accordance with the provisions of that CMD, should not have expectations of privacy or confidentiality of information or files placed on City equipment.

All Employees/Users

7. Become informed and comply with the policies of this CMD.
8. Do not use City equipment, work locations, or authorized access to City networks or systems improperly. Improper use includes any personal use for convenience or profit, playing of games, or use to convey derogatory, defamatory, obscene, or otherwise inappropriate actions or messages or any information unrelated to City business. Personal mail, packages, or catalogs should not be received or sent using a municipal address.
9. Employees shall take reasonable measures to safeguard City property and systems to prevent loss or damage. In the event any City-owned or issued device or privately-owned Smartphone is lost or stolen, or the occurrence of any incident or suspected incident of unauthorized access and/or disclosure of City resources, the user shall *immediately* report such to his/her supervisor and the IT Help Desk. Service will be immediately terminated. Users should immediately report to his/her supervisor and the IT Help Desk if the device is recovered. IT will work with the user to restore service as quickly as possible.
10. The provisions of this CMD also apply to employee use of non-City issued equipment and systems brought into work locations and used for City business. Employees utilizing non City-issued equipment assume responsibility for the repair or replacement of such equipment, including Smartphones.
11. Nothing in this CMD is intended to or shall be construed as affecting the duty and obligation of City employees to maintain the confidentiality of City documents and information which the employee has access to through his or her employment with the City. It is also not intended to nor shall it be construed as granting access to non-City employees to otherwise confidential City documents and information.

12. Employees should understand that the City's security software for the Internet may record for management use the Internet address or site visited by the employee and keep a record of any network activity in which the employee transmits or receives any kind of files. Any records transmitted or received are recorded and stored in an archive file; deletion of a message or file from some electronic systems may not fully eliminate the message from the system.
13. Understand that "any writing containing information related to the conduct of the public's business, prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics" (Government Code Section 6252) and under some circumstances, communications sent by email, may be subject to disclosure under the Public Records Act or litigation.
14. Employees should understand that the City's network allows Management to access employee passwords. Upon request, employees shall provide their systems passwords to their Department Head to allow access to all files and systems in the employee's absence or as required. Lockers, desks, files or other secured City equipment, systems, or work locations, may also be accessed by the City.
15. Employees shall not knowingly use City equipment or systems, or City work locations, to download or distribute pirated software or data, or to violate Penal Code Section 502, applicable Federal laws, City policies, rules and regulations, including the City's Code of Ethics & Values. Employees shall not use the City's equipment, systems or work locations to disrupt or destroy the City's program systems, nor shall they attempt to disable any security system.
16. Violation of this policy, through direct action on the part of the employee, or through carelessness or negligence, may result in formal disciplinary action, up to and including termination.
17. Unit 9 employees should understand that Smartphone devices they obtain through the assistance of an allowance program are considered personal devices and are under the ownership of the employee. All service, maintenance, and replacement costs are the responsibility of the employee.
18. IT reserves the right to terminate without notice any authorized Smartphone device, service and access to City network or system that may result in a potential security risk to City network systems, data, users, residents and/or other City assets and resources.
19. IT reserves the right to perform a remote wipe of a user's Smartphone,

IT Department:

CMD NUMBER 116

erasing all data and contents, if there is a reasonable belief that the device has been compromised and/or poses a potential security risk to City network systems, data, users, residents and/or other City assets and resources.

20. IT will provide minimal support for privately-owned approved and authorized Smartphone devices. This support is limited to basic documentation to enable the user to connect the device to City networks and systems, and basic troubleshooting to determine if any connection problems are on the City side or outside of the City's control. All additional technical and function questions/issues shall be the responsibility of the user.

Questions regarding this CMD may be addressed to the City's Director of Human Resources.

Cross Reference:

CMD 3 - Overnight Use of City Vehicles

CMD 31 - Transaction of Personal Business During Working Hours

CMD 49 - Membership in Professional Societies and Associations

CMD 78 - Personal Use of City Telephones

City Code of Ethics & Values (Attachment to CMD 67, Gifts & Favors to Individuals)



SmartPhone iPhone Setup

Setup Process

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

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

Add Email Account

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

Email: your email address.

Domain: City or Electric for SVP Employees

Username: Your network login Id.

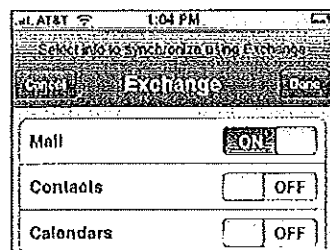
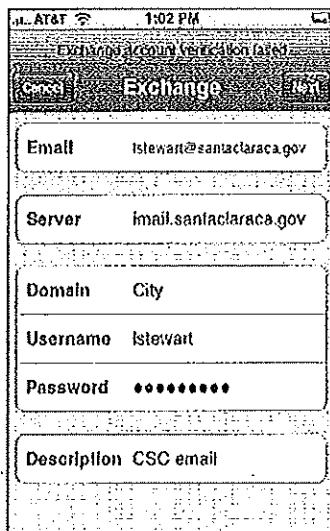
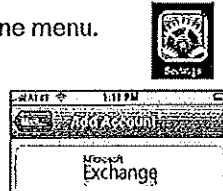
Password: Your current network password

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

5. Click Next.

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

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

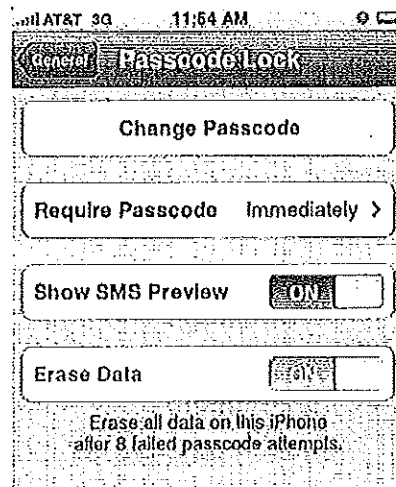


Change Passcode Options

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

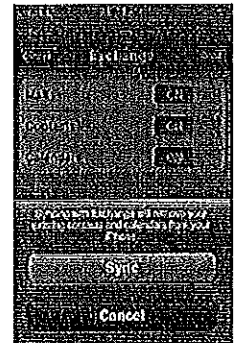


Warning: You cannot turn off the Erase Data feature. If you have 8 failed passcode attempts, the data will be erased from your phone.



Add Email Account (continued)

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





SmartPhone Windows Mobile Setup

Setup Process

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

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

Setup Exchange Server

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

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

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

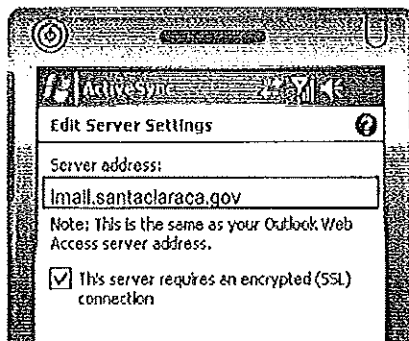
Click the *set up your device to sync with it* link.

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

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

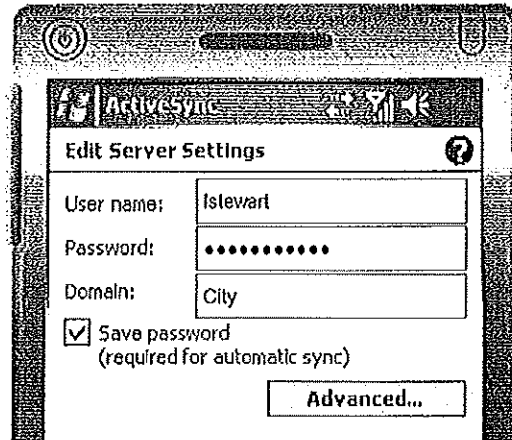
If you have already synced your device to another source, choose Menu, Add Server Source.

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

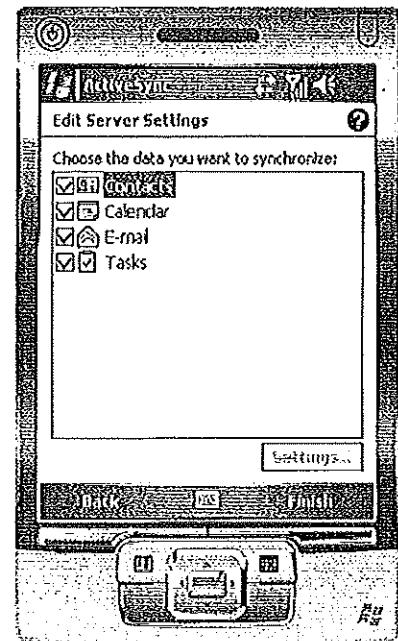


Setup Exchange Server (continued)

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



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





SmartPhone Android Phone Setup

Setup Process

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

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

Add Email Account

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

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

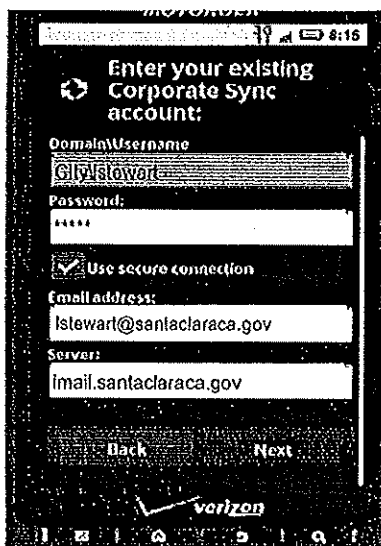
Password: Your current network password

Check **Use secure connection** box.

Email Address:

Your city email address.

Server: imail.santaclaraca.gov.



Change Passcode Options

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

To change the passcode,

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

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

Increase Screen Lock Timeout

To increase the screen lock timeout,

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