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
DECEMBER 23, 2018 — DECEMBER 25, 2021

Table of Contents

1. WAGES 4
2. HEALTH INSURANCE PREMIUMS 5
3. DENTAL INSURANCE 6
4. VISION INSURANCE 7
5. DEFERRED COMPENSATION 7
6. HOLIDAY PAY 7
7. VACATION ACCRUAL 7
8. SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE 8
9. BEREAVEMENT LEAVE 9
10. VOLUNTARY TIME OFF 10
11. VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) 10
12. RETIREE MEDICAL REIMBURSEMENT BENEFIT 11
13. PEACE OFFICER STANDARDS AND TRAINING (POST) CERTIFICATE 11
14. UNIFORM ALLOWANCE 11
15. PDA/SMART PHONE STIPEND 11
16. STADIUM DETAIL 12
17. MANAGEMENT LEAVE PROGRAM 12
18. EMERGENCY PAID LEAVE POOL 12
19. ALTERNATE WORK SCHEDULE (NINE-EIGHTY SCHEDULE) 14
20. FLEXIBLE SPENDING PLAN, INTERNAL REVENUE CODE, SECTION 125 14
21. DOMESTIC PARTNERS 15
22. CHEMICAL TESTING 15
23. EMPLOYEE ASSISTANCE PROGRAM 16
24. MERIT PAY/SALARY ADJUSTMENT PROGRAM 16
25. ASSOCIATION DUES DEDUCTION 17
26. PAY PERIODS 18
27. NEXT MOU NEGOTIATIONS 18
28. APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION 20

Alphabetical Table of Contents

ALTERNATE WORK SCHEDULE (NINE-EIGHTY SCHEDULE) 14
APPENDIX A: PDA/SMART PHONE STIPEND INFORMATION 20
ASSOCIATION DUES DEDUCTION 17
BEREAVEMENT LEAVE 9
CHEMICAL TESTING 15
DENTAL INSURANCE 6
DEFERRED COMPENSATION 7
DOMESTIC PARTNERS 15
EMERGENCY PAID LEAVE POOL 12
EMPLOYEE ASSISTANCE PROGRAM 16
FLEXIBLE SPENDING PLAN, INTERNAL REVENUE CODE, SECTION 125 14
HEALTH INSURANCE PREMIUMS 5
HOLIDAY PAY 7
MANAGEMENT LEAVE PROGRAM 12
MERIT PAY/SALARY ADJUSTMENT PROGRAM 16
NEXT MOU NEGOTIATIONS 18
PAY PERIODS 18
PDA/SMART PHONE STIPEND 11
PEACE OFFICER STANDARDS AND TRAINING (POST) CERTIFICATE 11
RETIREE MEDICAL REIMBURSEMENT BENEFIT 11
SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE 8
STADIUM DETAIL 12
TOTAL COMPENSATION 4
UNIFORM ALLOWANCE 11
VACATION ACCRUAL 7
VISION INSURANCE 7
VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) 10
VOLUNTARY TIME OFF 10
WAGES 4

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. <u>DENTAL INSURANCE</u>

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 (2 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. <u>SICK LEAVE/FAMILY SICK LEAVE/PERSONAL LEAVE</u>

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. <u>BEREAVEMENT LEAVE</u>

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

accounts.

21. DOMESTIC PARTNERS

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

22. CHEMICAL TESTING

It is the policy of the City of Santa Clara, the Santa Clara Police Department and the Association to provide and maintain a drug and alcohol free work environment for all employees. The above parties recognize and agree that the duties, responsibilities and actions of a police officer may expose the City, the Department and its employees to possible civil or criminal liabilities in the area of drug and alcohol use. In order to address the above concerns, all parties agree as follows:

It will be the responsibility of any represented employee to comply with the Santa Clara Police Department policy on drug and alcohol use, and pursuant thereto, to submit to a blood test as appropriate and chosen by the involved employee, when ordered by the Chief of Police or his/her designee. A breath test may be chosen only if alcohol use is suspected. All chemical testing shall be administered in a medically approved manner and as soon as practical after being ordered, but no later than six (6) hours after the incident, in the case of A, B, C, or D listed below, whether the employee is on-duty or off-duty at the time of the occurrence whenever any of the following occur:

A. Any incident in which a firearm is discharged by an employee, acting under color of authority, and death or serious injury is likely to occur. Furthermore, unless the death or serious injury of another occurs, this section will not apply to incidents in which a firearm is discharged accidentally, as a warning shot, or at a dangerous or suffering animal. For the purpose of this section, the use of an extended range impact weapon is not defined as a firearm discharge unless used as deadly force.

B. Any intentional use of any other deadly or dangerous weapon by an Officer, or an intentional act on the part of an Officer, which proximately causes the death or, or injury likely to produce death to another.

C. Any traffic accident involving an employee operating a City-owned vehicle which results in death of another or any traffic accident involving an employee operating a City-owned vehicle which results in an injury likely to produce death to another and the employee appears to be the proximate cause of the accident.

D. Any incident where the Chief of Police or his/her designee has a reasonable belief based upon objective symptoms that an employee is in violation of the departmental policy on drug or alcohol use. The verbal order to submit to a chemical test(s) shall set forth the reasons for the test(s) and shall be followed at the time the test is administered by a written statement of the order.

E. Any reasonable incident where the Chief of Police or his/her designee develops reasonable suspicion that an employee has used illegal drugs. Reasonable suspicion will be defined as that quantity of proof or evidence that is more than a

hunch, but less that probable cause and must be based on objective and articulable facts sufficient to lead a reasonable, prudent supervisor to suspect that an employee has used illegal drugs.

The following examples, alone or in combination, may constitute reasonable suspicion:

1) A pattern of documented abnormal or erratic behavior that indicates potential drug use;

2) Direct observation of drug or alcohol use by a reliable and credible source;

3) Corroborated information provided by a reliable and credible source that an employee has engaged in illegal drug use, the identity of which source shall be available to the employee and the association.

F. Employees being assigned to, or being rotated out of specific assignments shall be subject to drug testing at the beginning and at the end of such assignments. These assignments include the Specialized Crimes Action Team (SCAT), Santa Clara County Special Enforcement Team (SCCSET), the Administrative Narcotics Investigator, and the Drug Enforcement Agency (DEA) task force.

Demands for drug or alcohol analysis by supervisors which are determined to be malicious will not be tolerated and may subject the directing individual to disciplinary action.

"Designee" is defined as any sworn Santa Clara Police Officer with the rank of Assistant Chief, Captain, Lieutenant or Sergeant.

In the event any portion of the Chemical Testing policy herein described in this MOU is in conflict with any non-negotiated policy, procedure, manual or directive, including the Police Operations Manual, the provisions of this MOU shall prevail.

Nothing is this section shall prevent any represented employee from voluntarily requesting or providing a chemical sample if deemed appropriate by the employee.

23. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to provide a confidential Employee Assistance Program to be funded outside of Total Compensation.

24. MERIT PAY/SALARY ADJUSTMENT PROGRAM

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

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

B. Annual consideration of merit pay adjustments with an affirmative decision by the applicable Department Head shall be required each year following the annual evaluation.

C. Merit pay adjustments shall range from 0 to 5%.

D. In 2017, employees are eligible for a merit pay adjustment based on an evaluation prepared by February 2, 2017, which date will be their merit pay anniversary each year going forward.

1) Notwithstanding D. above, for employees that have been employed a full year as of February 2, 2017, they will be eligible on their actual anniversary date, which shall also be their merit pay anniversary date thereafter.

2) Notwithstanding D. above, for employees that receive a merit increase between January 1, 2016 and February 2, 2017, the date of their last merit increase shall be their new merit pay anniversary date.

3) If a Department Head has not completed an evaluation in time for a merit adjustment by an employee's anniversary date (February 2, 2017 for most employees), the applicable merit pay adjustment once determined shall be made retroactive to the first full pay period following the anniversary date (and to February 2, 2017 for those persons whose anniversary date is February 2, 2017).

E. The City shall not suspend or freeze consideration of merit pay adjustments for Unit 9A employees unless step increases are suspended or frozen for all bargaining units that utilize a step system.

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

25. <u>ASSOCIATION DUES DEDUCTION</u>

All employees within the bargaining unit may voluntarily join the Police Management Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") as determined by the Police Management Association. It shall be the responsibility of the Police Management Association to maintain a record of employees who have given their written consent to join and pay dues to the Police Management Association. The Police Management Association shall certify to the City the identity of such members and the amount of such payroll deductions to be deducted.

The City agrees to deduct the periodic payroll deductions from the paycheck of each employee who voluntarily executes a valid authorization form as certified by the Police Management Association, or pursuant to an authorization form tendered to the City by either the Police Management Association or the employee. All sums deducted by the City shall be remitted to the Police Management Association in an expedient manner

and at the intervals requested by the Police Management Association (i.e., no more than seven (7) calendar days after the deduction), together with a list of names of each employee for whom a deduction was made.

If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the City shall direct the employee member to the Police Management Association. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Police Management Association directly to the City and is subject to the terms and conditions as set forth in the original payroll deduction/authorization.

Notification will be provided to the City's Payroll Division. Any change, cancellation or deduction request received by the City prior to the 15th of the month will be processed the first full pay period of the following month. Change, cancellation and deduction requests received by the City on or after the 15th of the month will be processed the second full pay period of the following month.

The Police Management Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee or liability resulting from any claims, demands, lawsuits, or any other action arising from the operation of this Section. The City shall promptly provide the Police Management Association with notice of any such claim, demand, lawsuit, or any other similar action arising from the operation of this Section.

26. 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.

27. NEXT MOU NEGOTIATIONS

Unit #9A will submit its proposals for a new MOU for the term commencing at the expiration of this MOU no later than November 1, 2021.

FOR THE CITY OF SANTA CLARA

Edward L. Kreisberg
Lead Negotiator
Date: 6/4/19

Teresia Zadroga-Haase
Director of Human Resources
Date: 6-7-19

Aracely Azevedo
Assistant Director of Human Resources
Date: 6/7/19

FOR THE CITY OF SANTA CLARA
UNCLASSIFIED POLICE
MANAGEMENT

Wahid Kazem
Police Captain and Lead Negotiator
Date: 6/7/19

APPROVED:

FOR
Deanna J. Santana
City Manager
Date: 7-1-19

APPROVED BY THE CITY COUNCIL ON: June 25, 2019

ATTEST:
City Clerk

7/3/19
Date

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.

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.)

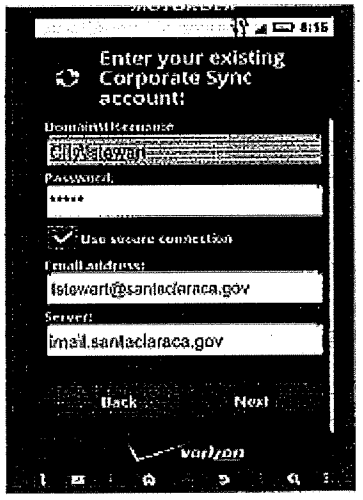
   Domain\Username: *City* or *Electric* for SVP Employees\username.

   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.

SmartPhone
iPhone Setup

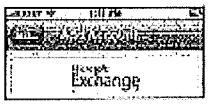
Setup Process

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:**

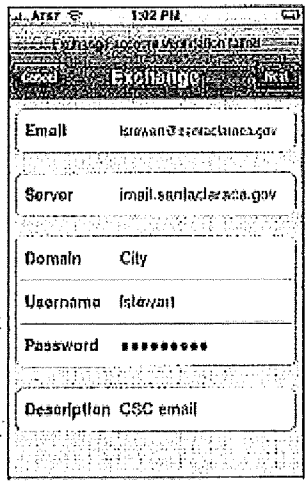
Email: your email address.

Domain: *City* or *Electric* for SVP Employees

Username: Your network login id.

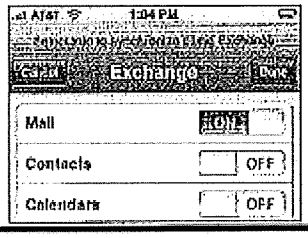
Password: Your current network password

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.*

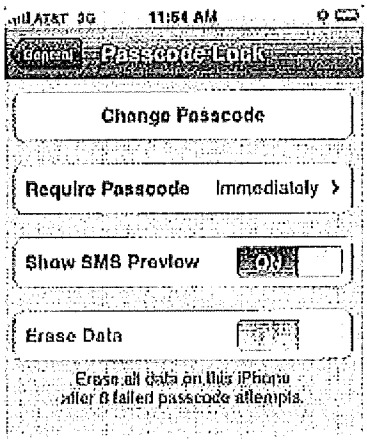


6. Choose to turn on **Mail, Contacts,** and/ or **Calendars.**

Change Passcode Options

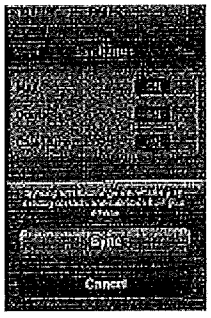
1. Choose **Settings** from the iPhone menu.
2. Choose **General**, then **Passcode Lock.**
3. From here you can change your passcode, change how quickly the passcode is required, and whether or not you want SMS Preview (text messaging preview) to be on.

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.

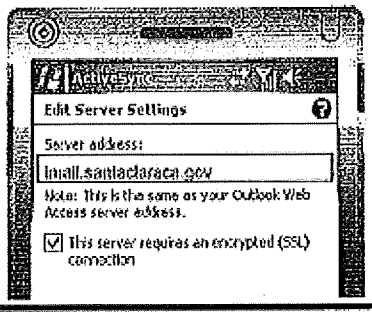
   If your company supports syncing directly with its Exchange Server you can ***set up your device to sync with it.***

   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 **imail.santaclaraca.gov.**
4. Check the box for **This server requires an encrypted (SSL) connection.**
5. Click **Next.**



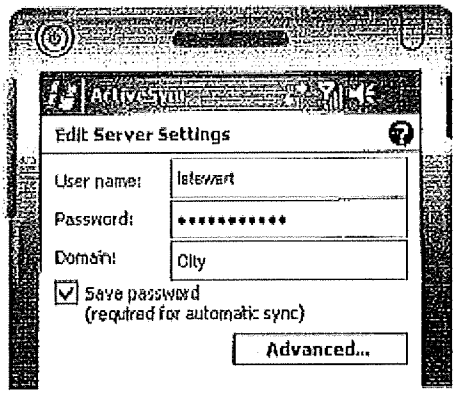
Setup Exchange Server (continued)

6. Complete the fields as follows:

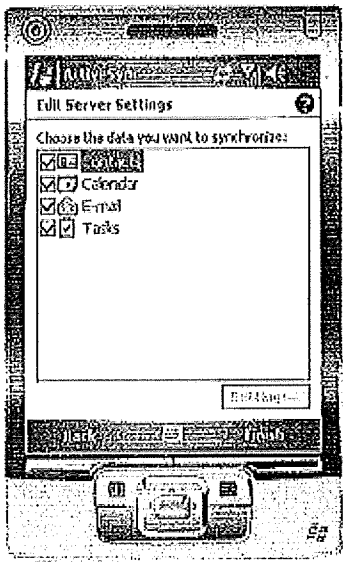
   Username: *Your network login id.*

   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.**



ADMINISTRATIVE CODE

CITY MANAGER'S DIRECTIVE-PROCEDURE

CMD NUMBER 116

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 : ACTION

Department Heads & Supervisors

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.

CMD NUMBER 116

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.

<u>IT Department:</u>

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,

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)