7/27/16
Danielle for City

1st Mary Bles
7/27/16

City of Cupertino and OE3 TENTATIVE AGREEMENT

Signed on July 27, 2016

Distributed 7/27/16

SECTION 10: COMPENSATION FOR SERVICES

10.1 Salary Range

a. Monthly salary ranges as listed on Exhibit 2 will apply for each classification effective at the beginning of the pay period in which July 1 occurs unless otherwise noted below.

~~**b. Effective the first full pay period after Union ratification and adoption by the City Council of this MOU, a 1.5% salary increase will be added to the salary range of each classification in this bargaining unit.**~~

a. Effective the first full pay period after Union ratification and adoption by the City Council if this successor MOU, a 3.0% salary increase will be added to the salary range of each classification in this bargaining unit **contingent upon, effective the same pay period, all classic employees in the 2.7% @ 55 in this unit pays an additional 1.0% towards the employee share of retirement through a payroll deduction and all classic employees in the 2.0% @ 60 CalPERS formula pays an additional 0.75% towards the employee share of retirement through a payroll deduction as provided for in Section 11 of this MOU.**

b. Effective the first full pay period in July 2017, a 2.75% salary increase will be added to the salary range of each classification in this bargaining unit contingent upon, effective the same pay period, classic employees in the 2.7% @ 55 CalPERS formula in this unit pays an additional 0.75% towards the employee share of retirement through a payroll deduction as provided for in Section 11 of this MOU.

c. Effective the first full pay period in July 2018, a 2.25% salary increase will be added to the salary range of each classification in this bargaining unit.

d. In addition, total compensation equity adjustments as identified in the City's ~~2013~~ **2016** total compensation survey shall occur as follows:

i. Effective the first full pay period after Union ratification and adoption by the City Council of this MOU, the salary range for the classification of ~~**Equipment Mechanic shall be increased by .10% and the salary ranges of the classifications of Maintenance Worker I/II/II and**~~ the Street Lighting Worker shall be increased by ~~.45~~ **5.6**%.

~~ii. Effective the first full pay period in July 2014 the salary ranges for the classifications of Maintenance Worker I/II/III and the Street Lighting Worker shall be increased by .45%.~~

~~iii. Effective the first full pay period of July 2015 the salary ranges for the classifications of Maintenance Worker I/II/III and the Street Lighting Worker shall be increased by 1.8%.~~

e. Differentials as listed on Exhibit 1 will apply for each classification working in the Weekend Work Furlough Program.

10.2 Bilingual Pay Differential

An employee who speaks another language other than English while performing their assigned duties involving contact with members of the community and who passes the required language proficiency test(s), will be eligible to receive a 7.5% bilingual pay differential only for the work time during which the employee uses bilingual skills. For payroll reporting purposes, the 7.5% bilingual pay differential will be recorded with a 15 minute minimum.

In order to be eligible for Bilingual Pay, the Department Head must certify that the employee has a need to use his/her bilingual skills in communicating with members of the community.

10.3 Acting Pay/Out-of-Class

10.3.1 Acting Pay

Temporary assignment, approved in advance by the Department Head, to a classification in a higher pay grade not defined by this agreement, shall be compensated at the Step 1 rate of the higher classification, or at a rate five percent greater than that of the regular position, but not more than the maximum step of the higher class, whichever is greater, for the number of hours so assigned. In order to qualify for Acting Pay, an employee shall work a minimum of eight (8) hours per day in the temporary position. No employee shall work in a higher classification without written notice. A copy of the authorization shall be submitted with the timesheet for the affected pay period.

10.3.2 Out-of-Class

Temporary assignments to a position assigned to a classification in a higher pay grade shall be compensated at the Step 1 rate of the higher classification or at a rate five percent greater than that of the regular position, whichever is greater, for hours worked.

The temporary assignment shall be authorized in writing by the Supervisor or Assistant Director of Public Works. No employee shall work in a higher classification without written notice. A copy of the authorization shall be submitted with the timesheet for the affected pay period. No increase in the wage rates shall apply in instances of Maintenance Worker I positions temporarily assigned to positions of Maintenance Worker II classification.

Operating Engineers, Local 3
Counter-Proposal
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10.9 Flexible Staffing – Maintenance Worker I/II

An employee shall be eligible to advance from Maintenance Worker I (MWI) to Maintenance Worker II (MWII) after ~~one~~ three years of better than satisfactory service ~~at the maximum salary step of~~ as a Maintenance Worker I with the City of Cupertino or the equivalent, with the recommendation of the Department Head and when all MWII job specification requirements are met. ~~With the new classifications, a MWI would not be eligible to advance to a MWII until all job specification requirements are met.~~

Donna Wing 7/27/16
for the City

Mary Blair 7/27/16

TA
6/20/16

10.4 Standby Compensation

Employees who are required to be available during their off-shift hours for possible recall for emergency service shall be compensated **$300.00** per 128 hours so assigned during the term of this agreement.

Minimum manning and skill qualifications for standby assignment shall be determined by the City. Assignment of such standby duty shall be rotated on an equal basis among all qualified employees who reside in an area that provides a response time of 30 minutes or less.