

**RESOLUTION NO. 23-114**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUPERTINO  
APPROVING THE TENTATIVE AGREEMENT BETWEEN THE CITY OF  
CUPERTINO AND IFPTE LOCAL 21 CUPERTINO EMPLOYEES'  
ASSOCIATION**

WHEREAS, on August 16, 2022, the City Council approved a Memorandum of Understanding (MOU) with IFPTE Local 21 Cupertino Employees' Association (CEA); and

WHEREAS, the City Council desires to approve an agreement to amend the MOU between the City of Cupertino and CEA.

NOW, THEREFORE, BE IT RESOLVED that the agreement to amend the MOU between the City of Cupertino and IFPTE Local 21 Cupertino Employees' Association is hereby approved and is incorporated in this resolution by reference and attached as Exhibit A.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Cupertino this 7<sup>th</sup> day of November, 2023 by the following vote:



Members of the City Council

AYES: Wei, Mohan, Chao, Fruen, Moore

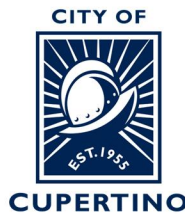
NOES: None

ABSENT: None

ABSTAIN: None

<p>SIGNED:</p> <p> _____ Hung Wei, Mayor City of Cupertino</p>	<p><u>11/14/23</u> _____ Date</p>
<p>ATTEST:</p> <p> _____ Kirsten Squarcia, City Clerk</p>	<p><u>11/14/23</u> _____ Date</p>

# Cupertino Employees Association



NEGOTIATIONS 2023

# Correspondence

## FINAL COMPREHENSIVE TENTATIVE AGREEMENT

DATE: October 26, 2023 TIME: AM / PM

*The following represents a comprehensive tentative agreement between the City of Cupertino ("City") and the Cupertino Employees' Association ("CEA") as a result of the wage reopener language in Section 4 of the current Memorandum of Understanding (effective July 1, 2022 through June 30, 2025).*

MOU Section	City's Proposal												
Term	Same as under current MOU agreement: 3-Year term effective July 1, 2022 through June 30, 2025.												
Section 4 – Salary Schedule	<p>Effective the first full pay period on or after July 1, 2023, a <b>3.50%</b> salary increase will be added to the salary range of each classification in this bargaining unit.</p> <p>There shall be no further salary increase for FY24/25.</p> <p>The parties further agree that they have fully satisfied the healthcare reopener negotiations for FY23-24 and FY24-25 and that no further healthcare negotiations will be held for the remainder of the MOU term.</p>												
Section 13.1 – Health – Medical and Dental Insurance	<p>City agrees to pay an amount as set forth herein for medical coverage for employee and dependents through the Meyers-Geddes State Employees Medical and Hospital Care Act. Effective January 1, 2024, for each participating employee, the City shall contribute the maximum toward premium cost per month for health and dental during the term of this agreement as follows:</p> <table border="1" data-bbox="634 1583 1408 1866"> <thead> <tr> <th data-bbox="634 1583 829 1717">January 1, 2024</th> <th data-bbox="829 1583 1024 1717">City Max Health Contribution</th> <th data-bbox="1024 1583 1219 1717">City Max Dental Contribution</th> <th data-bbox="1219 1583 1408 1717">City Total Max Contribution</th> </tr> </thead> <tbody> <tr> <td data-bbox="634 1717 829 1774">Employee</td> <td data-bbox="829 1717 1024 1774">\$1,021.41</td> <td data-bbox="1024 1717 1219 1774">\$126.78</td> <td data-bbox="1219 1717 1408 1774">\$1,148.19</td> </tr> <tr> <td data-bbox="634 1774 829 1866">Employee + 1</td> <td data-bbox="829 1774 1024 1866">\$2,042.82</td> <td data-bbox="1024 1774 1219 1866">\$126.78</td> <td data-bbox="1219 1774 1408 1866">\$2,169.6</td> </tr> </tbody> </table>	January 1, 2024	City Max Health Contribution	City Max Dental Contribution	City Total Max Contribution	Employee	\$1,021.41	\$126.78	\$1,148.19	Employee + 1	\$2,042.82	\$126.78	\$2,169.6
January 1, 2024	City Max Health Contribution	City Max Dental Contribution	City Total Max Contribution										
Employee	\$1,021.41	\$126.78	\$1,148.19										
Employee + 1	\$2,042.82	\$126.78	\$2,169.6										

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	<table border="1" data-bbox="634 317 1416 415"> <tr> <td data-bbox="634 317 831 415">Employee + 2</td> <td data-bbox="831 317 1027 415">\$2,655.67</td> <td data-bbox="1027 317 1224 415">\$126.78</td> <td data-bbox="1224 317 1416 415">\$2,782.45</td> </tr> </table> <p data-bbox="634 436 1382 619">Required contribution amounts exceeding the premium contribution of the City are the responsibility of the employee. The City will no longer pay medical insurance cash back (excess of the monthly premium less the cost of the medical coverage) for any employee.</p> <p data-bbox="634 640 1354 898">With regards to any change in the monthly medical plan premium charged by CalPERS in the plan year 2025 compared to the plan year 2024, the City's maximum contributions shall be capped at no more than 6%. Any required contribution amounts exceeding the premium contribution of the City are the responsibility of the employee.</p> <p data-bbox="634 919 1256 951">All other provisions of this Section are the same.</p>	Employee + 2	\$2,655.67	\$126.78	\$2,782.45
Employee + 2	\$2,655.67	\$126.78	\$2,782.45		
<p data-bbox="201 1375 480 1455">Section 15.1 – Fixed Holidays</p>	<p data-bbox="634 976 1360 1083"><del>The Effective January 1, 2024, the</del> City shall provide the following fixed paid (8 Hour) holidays for eligible employees covered by this agreement:</p> <ol data-bbox="683 1104 1414 1650" style="list-style-type: none"> <li>1. New Year's Day</li> <li><del>2.</del> <u>2.</u> Martin Luther King Day</li> <li><del>2.3.</del> <u>3.</u> Lunar New Year</li> <li><del>3.4.</del> <u>4.</u> President's Day</li> <li><del>4.5.</del> <u>5.</u> César Chávez Holiday</li> <li><del>5.6.</del> <u>6.</u> Memorial Day</li> <li><del>6.7.</del> <u>7.</u> Juneteenth</li> <li><del>7.8.</del> <u>8.</u> Independence Day</li> <li><del>8.9.</del> <u>9.</u> Labor Day</li> <li><del>9.10.</del> <u>10.</u> Veteran's Day</li> <li><del>10.11.</del> <u>11.</u> Thanksgiving Day</li> <li><del>11.12.</del> <u>12.</u> Day following Thanksgiving</li> <li><del>12.13.</del> <u>13.</u> Christmas Eve</li> <li><del>13.14.</del> <u>14.</u> Christmas Day</li> <li><del>14.15.</del> <u>15.</u> New Year's Eve</li> </ol> <p data-bbox="634 1675 1408 1818">When a holiday falls on a Saturday, the preceding Friday shall be observed as the non-work day. When a holiday falls on a Sunday, the following Monday shall be observed as the non-work day.</p> <p data-bbox="634 1839 1343 1873">Nothing contained herein shall preclude the right of the</p>				

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	<p>department head with the approval of the Appointing Authority to reschedule work assignments or hours of work to meet emergency situations and other administrative necessities caused by the observance of a holiday or non-work day or period; provided, however, that all such affected employees are duly compensated for said rescheduled work assignments.</p>
<p>Floating Holiday for CY 2023</p>	<p>For Calendar Year 2023, CEA employees will receive one (1) floating holiday in lieu of Lunar New Year holiday. Said floating holiday is “use it or lose it” and must be used by December 31, 2023. If said floating holiday is not used by the last full pay period in December 2023, it shall be automatically cashed out in the first full pay period in January 2024.</p>
<p>Wage Reopener</p>	<p>For the sole purpose of this wage reopener provision which applies for the current MOU term (effective July 1, 2022 through June 30, 2025), should the City’s financial situation change, such that ongoing revenue loss beginning with FY24/25 would be mitigated, and such mitigation would result in the City’s budget being balanced and provide a minimum of \$3 million dollars in ongoing surpluses (as defined in the City’s quarterly and annual budget reports) in all subsequent years of the 10 year forecast chart for the General Fund, the parties agree to reopen wage negotiations for FY24/25. This provision shall automatically sunset on June 30, 2025.</p>

All outstanding proposals to which there is no Tentative Agreement or which are not addressed above are to be withdrawn or deemed denied.

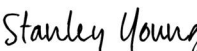
The parties agree to recommend positively this Final Comprehensive Tentative Agreement to their principals for ratification.

**For the City**

**For the Union**

DocuSigned by:  
  
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 Kristina Alfaro  
 Director of Administrative Services

10/27/2023  
 Date

DocuSigned by:  
  
 D5C5F0D6C95E45E...  
 Stanley Young  
 Representative/Organizer

10/27/2023  
 Date

# Cupertino Employees Association



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DocuSigned by:  
Vanessa Guerra 10/27/2023  
429A45E4932348A...  
Vanessa Guerra Date  
Human Resources Manager

DocuSigned by:  
Alex Corbalis 10/27/2023  
0942E168AA2842B...  
Alex Corbalis Date

DocuSigned by:  
Christopher Boucher 10/27/2023  
5514A803211841A...  
Christopher Boucher Date  
Labor & Employment Counsel