

EXHIBIT "A" TO RESOLUTION NO. ~~RES-2017-145~~RES-2022-

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ROSA

AND THE

SANTA ROSA CITY ATTORNEYS ASSOCIATION

IN AFFILIATION WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION NUMBER 856

FOR AND ON BEHALF OF THE EMPLOYEES IN THE

CITY'S BARGAINING UNIT 17

SANTA ROSA CITY ATTORNEYS

July 1, ~~2017-2021~~ – June 30, ~~2020~~2024

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ARTICLE 1 **DESIGNATION OF THE PARTIES**

1.1 This Memorandum of Understanding, hereinafter referred to as "Agreement" is by and between the City of Santa Rosa, hereinafter referred to as "City," and the Santa Rosa City Attorneys Association in affiliation with the International Brotherhood of Teamsters Local Union number 856, hereinafter referred to as "Association."

ARTICLE 2 **RECOGNITION**

2.1 Pursuant to Ordinance No. 1515, the Employer-Employee Relations Ordinance of the City of Santa Rosa, and applicable state law, the Santa Rosa City Attorneys Association was designated by the City of Santa Rosa City Council as the exclusive representative of employees in City's Bargaining Unit #17 - (hereinafter "Unit").

ARTICLE 3 **AUTHORIZED AGENTS**

3.1 For the express purpose of administering the terms and provisions of this Agreement:

3.1.1 Management's principal authorized agent shall be the City Manager or his/her designee, the Employee Relations Manager (address: City Hall, 100 Santa Rosa Avenue, Room 1, Santa Rosa, CA 95404; telephone (707) 543-3060, FAX (707) 543-3064), except where a particular management representative is specifically designated in the Agreement.

3.1.2 Association's principal authorized agent shall be the President or the International Brotherhood of Teamsters Local 856 representative at the following address:

International Brotherhood of the Teamsters Local Union 856, 453 San Mateo Avenue, San Bruno, CA 94066; telephone (650) 635-0111.

ARTICLE 4 **DEFINITIONS**

4.1 The term "City" shall mean the City of Santa Rosa .

4.2 The term "day" shall mean a calendar day with each day commencing at 12:01 a.m. and ending at 12:00 midnight.

4.3 The term "employee" or "employees" shall mean a person or persons employed in a full-time permanent or part-time permanent position by the City whose classification is assigned to the Unit.

4.4 The term "work week" shall mean any consecutive seven (7) day period, as determined by the City.

4.5 "Domestic partner" means a person who is in a domestic partnership that meets the criteria of California Family Code Section 297 and is formalized through registration with the California Secretary of State pursuant to California Family Code Sections 197, et seq., and/or City domestic partners registered with the Human Resources Department prior to the effective date of this contract.

4.6 The term "retirement" shall mean the following criteria have been met:
a) separation from the City; b) qualifying for PERS retirement benefits: and c) having filed an application for retirement with PERS.

ARTICLE 5 **CITY RIGHTS**

5.1 The City reserves, retains and is vested with any management rights not expressly granted to the Association by this Agreement, the Personnel Rules and Regulations or the Employer-Employee Relations Ordinance. These City rights include the right to:

5.1.1 Determine and modify the organization of City government and its

constituent work units.

5.1.2 Determine the nature, standard, levels and mode of delivery of City services.

5.1.3 Determine the methods, means, number and kind of personnel by which services are provided.

5.1.4 Lay off employees, subject to the Personnel Rules and Regulations and the City's Layoff Procedures dated August 8, 2008.

5.2 Should the City desire to exercise any of these rights, it shall, except in cases of emergencies, give the Association advance, written notice of its intentions thereof and shall afford the Association an opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented.

ARTICLE 6 EMPLOYEE AND ASSOCIATION RIGHTS

6.1 The City shall consult with the Association on matters of pay, hours, working conditions, and other terms and conditions of employment in accordance with State law and City policies, rules and regulations.

6.2 Employees shall be free to participate in Association activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations, including provisions of this Agreement.

6.3 The authorized representatives of the Association shall have access to employee work locations during working hours for the purpose of assisting Association members in areas that fall under the scope of representation. Said representatives shall request prior authorization for the time and location for such visit by contacting the Department Head or his/her designee. In the event immediate access cannot be

authorized, the department representative shall inform the Association representative as to the time when access can be granted. Non-City employed authorized representatives of the Association shall not be allowed in areas designated as secure or confidential unless attended by a City employed Association member.

6.4 Use of City Facilities: The Association shall be allowed the use of areas normally used for meetings of City employees when (1) such space is available and its use by the Association is scheduled in advance, subject to any applicable City policies; (2) it does not interfere with normal City operations; and (3) the meetings are on matters within the scope of representation.

6.5 Communicating with Employees: The Association shall be allowed to use e-mail and designated portions of bulletin boards, electronic media or display areas in public sections of offices in which there are employees represented by the Association, provided the communication displayed relate to official organization business, such as times and places of meetings and further provided that the Association appropriately posts and removes the information.

ARTICLE 7 **LEGAL OBLIGATIONS OF ATTORNEYS**

7.1 All members of SRCAA are licensed attorneys as required by their job classifications. Being professionals, they are “exempt” from most FLSA requirements and are not statutorily required to be paid overtime. Attorneys licensed by the State Bar of California have ethical obligations to their clients, the most basic being to competently practice law and represent their clients, regardless of any set working conditions or hours. If employees in the unit are found to be incompetent in this regard, they face discipline by the State Bar, up to disbarment. As required to perform their jobs, employees must

regularly make court appearances that are scheduled by the court, according to statutory time limits. Employees routinely have to meet statutory deadlines in filing and responding to cases; failure to do so is a breach of their duty and obligations to their client (the City), subjecting them to discipline with the State Bar.

ARTICLE 8 **RULES AND REGULATIONS**

8.1 The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees and the Association unless superseded by any provision of this Agreement :

8.1.1 For Personnel Rules and Regulations, click on the following link:

https://inet.srcity.org/policy/ layouts/15/WopiFrame.aspx?sourcedoc=/policy/PENDING_Admin_Policies/Personnel%20Rules%20and%20Regulations.pdf&action=default

8.1.2 Employer-Employee Relations Ordinance can be found at the following link.

https://inet.srcity.org/policy/ layouts/15/WopiFrame.aspx?sourcedoc=/policy/master_library/Employer-Employee%20Relations%20Rules%20and%20Regulations.pdf&action=default

ARTICLE 9 **WORK CURTAILMENT**

9.1 Under no conditions or circumstances shall the Association or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service

during the term of this Agreement.

ARTICLE 10 **CONTRAVENTION OF LAWS**

10.1 In the event that any provision of this Agreement is in conflict with a current or future federal or State Law or City Charter provisions the applicable Federal, State, or City Charter provision shall govern.

ARTICLE 11 **SEVERABILITY**

11.1 Should any part of this Agreement be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 12 **FULL UNDERSTANDING, MODIFICATION, WAIVER**

12.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

12.2 It is agreed and understood that each party hereto voluntarily and without qualification waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Agreement.

12.3 It is further agreed and understood that, except in cases of emergency, the City shall not implement any changes to any matter within scope, as defined by the Meyers, Milias, Brown Act, as amended, not covered herein without first having met and conferred with the Association. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence.

12.4 No agreement, alteration, understanding variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City and ratified by the membership of the Association.

12.5 The failure of either party to this Agreement to exercise or assert, in any respect, a term or condition provided for in this Agreement shall not be deemed to be a subsequent waiver of the term or condition.

12.6 The waiver or any breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 13 **TERM**

13.1 This Agreement shall take effect on July 1, ~~2017~~2021, except as specifically described in any article, and shall remain in full force and effect, up to and including June 30, ~~2020~~2024. The Agreement shall terminate at twelve (12) midnight on June 30, ~~2020~~2024.

ARTICLE 14 **NEGOTIATION OF SUBSEQUENT AGREEMENT**

14.1 No later than March 15, ~~2020~~2024, either party can notice the other with a written request to begin negotiations for a successor agreement.

14.2 Once a request is received negotiations shall begin within fifteen (15) days or at a mutually agreed upon date.

ARTICLE 15 **PAYROLL DEDUCTION**

15.1 During the term of this Agreement and to the extent the laws of the State of California permit, and as provided herein, the CITY will, in addition to deductions required

by law, make payroll deductions with the employee's consent for U.S. Savings Bonds, Employee's Credit Union, Employee's Health and Accident Insurance, Life Insurance, charitable contributions, Deferred Compensation and monthly dues for membership in ASSOCIATION.

15.2 Dues Deduction

The City shall deduct from the pay of Association members, the amount of dollars certified by the Association including any periodic membership dues and any special membership assessments as may be specified by the Association as properly certified.

The pro-rated monthly deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Association office, or their designated agent, each month. Dues shall be deducted only for members of the Association within the represented unit.

At the time of initial employment, the City shall distribute to new unit members Association-prepared information about Association membership, and Association-prepared payroll deduction authorization forms. At the time of the employing City department's orientation, the employing City department shall identify the Association shop steward/representative for the worksite and introduce the new employee to the representative if practical. Each pay period, the City shall provide the Association with a list of newly hired unit members.

Payroll deductions shall be made monthly and special assessments and penalties when assessed. However, the initial deduction for any employee shall not begin until certified by the Association- at least ten (10) calendar days prior to the last day of the pay period. Changes in the amount of the bi-weekly membership dues must be certified to

the City at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

15.3 Monthly Bargaining Unit Report:

The City of Santa Rosa shall provide the Association a Bargaining Unit Report in electronic malleable format on a monthly basis of all current employees covered by this Agreement, which shall include each employee's:

- Full Name
- Job Title
- Department
- Membership Status
- Work Location (where the member works, not just their mailing address)
- Work phone number
- Personal phone number
- Home address
- Personal Email, if available

15.4 New Employee Orientation:

A. The City of Santa Rosa conducts monthly or bi-monthly On-Boarding training for all newly hired employees. All new employees are required to attend On-boarding.

B. The City agrees that each newly hired employee shall be scheduled for a thirty (30) minute in-person on-boarding meeting, as small as one individual with the Association during the scheduled monthly or bi-monthly On-Boarding training, during regular working hours and onsite without loss in compensation.

C. The City shall grant the Association designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct these meetings.

D. The City representative(s) shall be absent from the room during any sessions, meeting or trainings conducted by the Association, with newly hired Employees.

~~E. The City shall provide the Association with at least ten (10) days' notice of any scheduled On-Boarding sessions and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the On-Boarding meeting. 15.2 The deduction of dues for membership in ASSOCIATION shall be based on a dues schedule provided to CITY by ASSOCIATION and made from the pay of each employee who voluntarily executes and delivers to the CITY the following authorization form:~~

~~VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF MEMBERSHIP DUES~~

~~SANTA ROSA CITY ATTORNEYS ASSOCIATION – UNIT 17~~

~~Name: _____ Department: _____~~

~~Social Security No.: _____~~

~~15.3 I authorize the City to deduct from wages earned by me, monthly membership dues as certified to the City by the President or other designated authorized employee organization official and to remit the same to the authorized employee organization at such time and in such manner as may be agreed upon between the City and the organization.~~

~~15.4 This authorization shall remain in effect for the duration of my employment with the City or until my termination from the City or until it is revoked by me in writing.~~

_____ Signature of Employee

Address of Employee

Date of Signature

Date of Delivery to City

~~15.5 Payroll deductions shall be made monthly and special assessments and penalties when assessed. However, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Organization Dues" and (2) the amount of the monthly membership dues certified by the organization has been delivered to the CITY at a place designated by the CITY at least ten (10) calendar days prior to the last day of the pay period. Changes in the amount of the monthly membership dues must be delivered to the CITY at a place designated by the CITY at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.~~

~~15.6 All sums deducted by the CITY shall be remitted to the organization, at an address given to the CITY by the organization, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee or for whom a deduction was made. Assessments~~

~~and penalties shall be remitted by the CITY within (thirty) 30 days after notification of the amount of said assessment penalties.~~

~~15.7 An employee may revoke his/her "voluntary authorization" only as provided herein. No revocation shall be effective retroactively nor apply to any special assessment or penalty previously noticed by the organization.~~

15.58 The CITY shall not be liable to the organization by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the organization shall indemnify and save the CITY harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 16 **WORK HOURS**

16.1 Employees may work a 5/8 schedule or a 9/80 schedule. Employees shall be scheduled to work regular hours having regular starting and quitting times. Employees required to work beyond their regularly scheduled hours shall not be paid overtime unless required by law.

ARTICLE 17 **HOLIDAYS**

17.1 Unit employees, shall receive the following ~~twelve~~Thirteen (1~~2~~3) holidays:

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February

Cesar Chavez Day

March 31

Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25
Floating Holiday	By Agreement Between Employee and Supervisor
Floating Holiday	By Agreement Between Employee and Supervisor

ARTICLE 18 **FLOATING HOLIDAYS**

18.1 Floating Holidays must be taken during the fiscal year in which they are earned. Employees hired between July 1 and December 31 shall receive sixteen (16) hours times the FTE allocation and employees hired between January 1 and June 30 shall receive eight (8) hours times the FTE allocation of Floating Holiday time.

18.2 Following twenty (20) years of full time equivalent of CITY service, employees shall receive one additional full time equivalent floating holiday for a total of three (3) full time equivalent floating holidays. This third (3rd) floating holiday will not be included in any holiday payout.

ARTICLE 19 **HOLIDAY PAY**

19.1 Holiday pay shall be paid based on the number of hours in the employee's

regular work shift, multiplied by the employee's regular hourly rate of pay. A regular work shift is considered to be eight (8), nine (9) or ten (10) hours per day for full-time employees. A full-time employee assigned to a regular work shift of eight (8) hours shall be eligible for 8 hours of holiday pay. A full-time employee assigned to a 4/10 schedule shall be eligible for ten (10) hours of holiday pay. A full-time employee assigned to a 9/80 work schedule shall be eligible for nine (9) hours of holiday pay. If the number of hours a full-time employee is regularly scheduled to work is changed, holiday pay shall be changed accordingly.

19.2 Holiday pay for regular part-time employees shall be paid on a pro-rated basis based on eight (8) hours times the FTE allocation.

19.3 When an employee is assigned to a Monday through Friday schedule, and when any of the aforementioned holidays fall on Saturday, the holiday shall be observed on the preceding Friday. If any of the aforementioned holidays fall on Sunday, the following Monday shall be observed.

19.4 If the holiday falls on the normally scheduled off-duty day, employees shall observe the holiday on the immediately preceding scheduled work day.

19.5 Employees assigned to a 4/10 or 9/80 work schedule, whose work week normally includes three consecutive days off, shall observe the preceding work day when a holiday falls on the first day off. If the holiday falls on either of the last two days off, the following work day shall be observed. If the holiday falls on a single regular day off, the following day shall be observed.

19.6 Employees who are not on a paid status the day before and the day after a holiday shall not be paid for the holiday.

ARTICLE 20 VACATION LEAVE

20.1 Employees shall earn and may accumulate vacation time as indicated

below:

<u>HOURS YEARS OF SERVICE</u>	<u>EARNED MONTHLY</u>	<u>HOURS EARNED ANNUALLY</u>	<u>MAXIMUM HOURS OF ACCUMULATION</u>
1 – 4	6-2/3	80	240
5 – 9	10	120	360
10 – 14	13 1/3	160	480
15 – 19	14 1/6	170	510
20 – 24	15	180	540
<u>HOURS YEARS OF SERVICE</u>	<u>EARNED MONTHLY</u>	<u>HOURS EARNED ANNUALLY</u>	<u>MAXIMUM HOURS OF ACCUMULATION</u>
25+	16-2/3	200	600

20.2 Part-time employees shall accrue vacation time on a prorated basis based upon years of service not to exceed the FTE allocation per fiscal year.

20.3 Maximum vacation accrual is established at three times the annual accrual rate. Regular part-time employees' maximum is three times the FTE percent of the annual accrual rate. Association employees in the Unit with a vacation balance at or above the cap will not accrue any additional vacation time until his/her balance falls below the cap.

20.4 Vacation scheduling shall be approved by the Department Head prior to being taken with due regard for the employee's needs and the Department's need to

provide services. Employees shall record their regularly scheduled hours for each day taken as vacation.

20.5 Vacation shall not be used for industrial injury leave or to extend a date of retirement.

20.6 The City Attorney shall have the discretion to grant a balance of vacation hours to newly hired employees. The City Attorney shall also have the discretion to place a newly hired employee at a higher established vacation accrual rate.

ARTICLE 21 **VACATION “SELL BACK” PROGRAM**

21.1 Annually during the month of November, employees may “sell back” vacation accrual under the following procedure:

21.1.1 The employee may “sell back” up to eighty (80) hours (prorated based on FTE allocation) of vacation providing he/she has eighty (80) hours of vacation remaining after the sell back. The payout on the sell back hours will be made on the second paycheck in November.

21.1.2 To sell back vacation hours, the employee will enter on his/her time card the appropriate number of hours (whole hours only) he/she would like to sell back.

21.1.3 This entry shall be made on the time card during the pay period for the second paycheck in November.

21.1.4 The vacation sell back option is only available once a calendar year.

ARTICLE 22 **SICK LEAVE**

22.1 Each employee shall earn and may accumulate sick leave as follows:

HOURS EARNED **HOURS EARNED**
MONTHLY **ANNUALLY**

22.2 Regular part-time employees shall accrue sick leave on a prorated basis based on hours in a paid status.

22.3 The City Attorney shall have the discretion to grant a balance of sick leave hours to newly hired employees.

22.4 There is no limit on the maximum hours of accumulated sick leave.

22.5 Sick leave shall not be considered as a right which an employee may use at his/her discretion and shall be allowed only in case of actual sickness or disability of employee or dependent as authorized by State law or for medical or wellness appointments. No punitive actions shall be imposed on employees for taking justifiable sick leave.

22.6 Employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury.

22.7 No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

22.7.1 Participating in a criminal act,

22.7.2 Participating in a riot,

22.7.3 Working for an employer other than the CITY,

22.7.4 During vacation unless the employee was confined to a hospital or other fixed location under written doctor's orders,

22.7.5 During a layoff, leave of absence or disciplinary suspension, and/or,

22.7.6 After a termination date.

22.8 On taking sick leave time, employees shall notify their appropriate

department either prior to or within one (1) hour after the time set for beginning daily duties or by another time specified by the Department Head.

22.9 The CITY shall take appropriate disciplinary action if the employee is not using sick leave as authorized or has engaged in private or other public work while on sick leave.

22.10 The CITY may require an employee to provide a medical provider's statement verifying the employee's ability to return to work and any work restrictions prior to permitting the employee to return to work following the use of any sick leave in accordance with the City's Personnel Rules and Regulations.

22.11 If an employee has not recovered by the time he/she has exhausted accumulated sick leave, the City Attorney may grant the employee a leave of absence, without pay, upon receipt of such a request in writing from the employee.

22.12 Sick leave shall continue to be earned while an employee is on vacation or sick leave.

22.13 Sick leave shall not be used to extend a date of retirement; however, a miscellaneous employee, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965.

ARTICLE 23 **SICK LEAVE – INITIAL PROBATIONARY PERIOD**

23.1 The City Attorney may allow a probationary employee up to forty-eight (48) hours or the FTE percent for regular part-time employees' sick leave with pay before it has been earned. An employee must exhaust all existing leave balances prior to receiving the sick leave advance. This article does not apply to promotional, extended or disciplinary probationary periods.

ARTICLE 24 SICK LEAVE – FAMILY ILLNESSES

24.1 Employees may use hours of accumulated sick leave during the fiscal year for the serious illness of their spouse, qualified domestic partner, child, adopted child, foster child, step-child, child of employee’s domestic partner, parents, step-parents, foster parents, in-laws (parents), in-laws (step-parents), grandchildren, grandparents, or sibling as provided by State law. With prior approval of the City Attorney or his/her designee, employees may use hours of accumulated sick leave to care for other members of the household or family. The CITY may require an employee to provide a medical professional’s statement which outlines the severity of the illness and expected duration of treatment.

ARTICLE 25 SICK LEAVE – RETIREMENT BUYBACK

25.1 **Background:** Employees hired prior to January 1, 2010 had one (1) of two (2) options for remuneration of accumulated but unused sick leave as follows:

25.1.1 Option 1: In July of each year the CITY shall reimburse the employee for twenty five (25) percent of the immediate past fiscal year’s earned but unused sick leave hours. Under this option, upon retirement all unused sick leave is converted to service credit; or

25.1.2 Option 2: All sick leave accumulates and upon retirement and completion of ten (10) years of employment with the City, the employee may receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours and receive service credit for the remainder OR may choose to convert the entire balance of their sick leave to service credit.

Under either option, the value of unused sick leave shall be calculated at the regular

hourly rate of pay at the date of the buyback.

25.1.3 In December of 2009 Association employees made the one-time choice of remaining in Option Two or changing to Option One.

25.2 Implementation: Effective January 1, 2010 all new employees and all current employees who have previously chosen Option 1 shall be remunerated for all accumulated but unused sick leave as set forth below:

25.2.1 In July of each year the City shall deposit the financial equivalent of twenty five percent (25%) of the employee's immediate past fiscal year's earned but unused sick leave hours into the individual Retiree Health Savings Plan account for said employee.

25.2.2 The financial equivalent of sick leave shall be calculated using the regular hourly rate of pay at the date of the buyback.

25.2.3 The remainder of the sick leave shall be accumulated and accounted for in the employee's sick leave balance.

25.2.4 Employees leaving CITY service prior to the end of the fiscal year shall have a deposit made to their Retiree Health Savings Plan account based on the total earned but unused sick leave for that fiscal year.

25.2.5 Upon retirement from the City, the remaining balance of their sick leave, if any, will be converted to service credit according to PERS contract.

25.3 Effective January 1, 2010 all employees who remained in Option Two shall be remunerated as described in Article 25.1.2.

25.4 The employee shall be bound by the option effective January 1, 2010 or upon entry into the unit for the duration of employment with the CITY.

25.5 Employees promoted into a classification covered by this Agreement, who were not previously covered by this Agreement, must switch to Option One. Employees switching to Option One shall have their total accrued sick leave as of the date of their promotion remain in an Option Two bank which will be paid for upon retirement as described in Article 23.1.2 This amount will only be reduced by use of sick leave beyond that accumulated in the new Option One bank. Upon retirement, all sick leave not paid out shall be converted to service credit according to PERS contract.

ARTICLE 26 **SICK LEAVE DEATH BENEFIT**

26.1 If an employee dies, then all of the employee's accumulated sick leave shall be paid at the regular hourly rate of pay at the time of the employee's death. Such payment shall be made to the person named by the employee as beneficiary in the employee's CITY provided life insurance policy.

ARTICLE 27 **CATASTROPHIC LEAVE**

27.1 Catastrophic leave is a paid leave of absence due to life-threatening verifiable catastrophic illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual, as provided in the City's Catastrophic Leave Policy.

27.2 All regular employees of the City of Santa Rosa who have completed one (1) year in paid status shall be eligible for catastrophic leave due to their own catastrophic illness or injury or catastrophic illness or injury to spouse, qualified domestic partner, parent, child or child of employee's domestic partner.

27.3 The employee must first exhaust all accrued sick leave, vacation leave, floating holiday, twenty (20) hour benefit portion of administrative leave, and compensatory time, if applicable, before qualifying for catastrophic leave. Once all

accrued benefits have been exhausted and catastrophic leave has been granted, the employee shall not accrue any vacation or sick leave while using donated hours. If an employee returns to work on a part-time basis during their catastrophic leave, the employee shall accrue vacation and sick leave. Any such accruals will be banked. No new accruals, if any, may be used until all catastrophic leave credit has been exhausted.

27.4 Catastrophic leave shall be additional paid leave available from vacation, compensatory leave, administrative leave hours, floating holidays, or up to twenty four (24) hours of sick leave in a fiscal year, donated by other CITY employees to qualified employees.

27.5 Employees donating vacation, compensatory or administrative leave must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation time, and a sick leave balance of eighty (80) hours after donation of sick leave. Employees may donate all of their accrued compensatory time, administrative leave, or floating holiday time.

27.6 An employee requesting catastrophic leave must receive the recommendation of his or her department head and the approval of the City Manager or his/her designated committee. Such leave may initially be approved up to a maximum of three hundred and forty (340) donated hours. If the catastrophic illness or injury continues, up to an additional three hundred and forty (340) donated hours may be recommended for approval. The maximum donation for part-time employees shall be the FTE percent.

27.7 If leave is granted, the CITY shall require the employee to provide medical information indicating the nature of the illness or injury, the prognosis and estimated date

of return. In addition, the CITY shall require, prior to the employee's return to work, written approval from his or her doctor to resume job duties. The CITY shall require an employee to sign a form authorizing release to the CITY of sufficient medical information to demonstrate the need for catastrophic leave prior to granting catastrophic leave. If the department head determines that documentation of illness or injury and ability to return to work is unnecessary, the requirement to provide medical information and doctor's release may be waived.

27.8 Catastrophic leave may not be used to extend a date of retirement. Various Government Code sections stipulate the circumstances to initiate disability retirements. The CITY will comply with these provisions and other applicable Government Codes and PERS regulations.

27.9 Catastrophic leave shall not be used in conjunction with any long or short term disability benefits or Workers' Compensation leave.

27.10 The Finance Department shall account for the donation and disbursement of catastrophic leave hours. All time donated will be credited on an hour for hour basis regardless of hourly pay differentials between donating employee and recipient.

27.11 A catastrophic leave committee shall be appointed by the City Manager to administer the program.

https://inet.srcity.org/policy/_layouts/15/WopiFrame2.aspx?sourcedoc=/policy/PENDING_Admin_Policies/Catastrophic%20Leave%20Request%20Approval%20Procedure.doc&action=default

ARTICLE 28 **INDUSTRIAL INJURY OR ILLNESS LEAVE**

Miscellaneous Employees:

28.1 Industrial injury or illness benefits shall be payable in situations where employee absence is due to industrial injury or illness as provided in California Workers' Compensation law and CITY policies.

28.2 Regular employees may select one (1) of the two (2) plans outlined below to receive benefits upon suffering an industrial injury or illness. Employees who do not specifically choose one (1) of the two (2) plans shall be compensated in accordance with the CITY Supplemental Workers' Compensation Plan provided the employee has accumulated paid sick leave.

City Supplemental Workers' Compensation Plan:

28.3 This plan supplements the State plan and provides:

28.3.1 The employee shall receive supplemental wages to ensure the pay is equivalent to take-home pay prior to the injury from the CITY during the time the employee has sufficient paid sick leave to supplement "temporary disability payments" as defined by law.

28.3.2 While on the supplemental plan, the employee's paid sick leave will be-charged at the rate of one fourth (1/4) day for each day of absence.

28.3.3 Payments shall be based on a seven (7) day week in accordance with state law.

28.3.4 The employee will be paid and shall not be charged sick leave on the day of injury or for the subsequent three (3) days.

28.3.5 As required by CalPERS, the temporary disability portion and the supplemental portion of the payment shall not be "reportable" as income to PERS and not subject to PERS deductions. Any portion that is paid from the employee's sick leave is

reportable income to PERS.

28.3.6 As required by state and federal regulations, the temporary disability portions of the payment are not taxable income.

28.3.7 During this time, vacation and sick leave shall accrue as if the employee were on full salary, the employee's qualified time off shall concurrently count toward Family and Medical Leave (FMLA) and California Family Rights Act (CFRA) and all benefits shall be paid in the same manner as before the injury.

28.3.8 Once sick leave is exhausted, compensation shall be made in accordance with the State Workers Compensation Plan.

State Workers' Compensation Plan:

28.4 Employees who have no accumulated sick leave remaining or choose not to supplement their temporary disability shall use the State Workers Compensation Plan. This plan is the State-wide plan which shall be strictly adhered to and provides:

28.4.1 The employee shall receive sixty-six and two-thirds (66-2/3) of salary to a maximum prescribed by State law per week from the CITY workers compensation administrator.

28.4.2 No sick or holiday leave shall be charged, paid or accrued to the employee.

28.4.3 Temporary disability payments shall be based on a seven (7) day week or as prescribed by law.

28.4.4 No regular CITY salary shall be paid.

28.4.5 No compensation shall be paid for the day of injury or for the subsequent three (3) days unless the employee was hospitalized or lost time exceeds

fourteen (14) days.

28.4.6 The City shall continue to pay health, dental, and vision premiums in the same manner as prior to the injury while the employee is receiving temporary disability and the employee shall continue to pay his/her portion of the premium, for a period not to exceed twenty four (24) months from the date of injury or from the first day off work due to the injury. After that time, the employee shall be responsible for paying the full insurance premiums.

28.4.7 Employees still considered to be temporarily disabled and no longer eligible for temporary disability under California law, may use any accumulated sick, vacation or other available leave.

ARTICLE 29 **BEREAVEMENT LEAVE**

29.1 Full-time employees may take up to forty (40) hours, or the FTE percent for regular part-time employees, of bereavement leave because of death in the immediate family. For the purposes of bereavement leave, immediate family shall mean the employee's spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, parents of employee's domestic partner, brother, sister, child, step-child, child of domestic partner, stepparents, grandparents, and grandchildren. Payment for bereavement leave shall only be authorized by the City Attorney or designee.

ARTICLE 30 **MILITARY LEAVE**

30.1 An employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, the Federal uniformed Services Employment and Re-employment Rights Act, and CITY policies. The employee shall furnish to the City Attorney satisfactory proof of his/her orders to

report for duty and of his/her actual service pursuant to such orders.

30.2 Employees with less than one year City service shall take such leave without compensation from the City as provided in the Military and Veterans Code.

ARTICLE 31 **JURY LEAVE**

31.1 Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.

31.2 Employees serving as jurors shall be paid as follows:

31.2.1 Full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty is remitted to the CITY. Salary for regular part-time employees shall equal the FTE percent.

ARTICLE 32 **LEAVE OF ABSENCE**

32.1 Employees may request a leave of absence in accordance with the City Leave of Absence Procedure(s), in writing to their respective department heads upon the exhaustion of their accumulated sick leave, vacation, bereavement leave, 20 hours of administrative leave, or floating holidays.

32.2 These requests may be approved as follows:

32.2.1 By the department head for a time not exceeding three (3) working days.

32.2.2 By the City Manager's Office for any time exceeding three (3) working days.

32.2.3 As required by state or federal law.

32.3 If the continuous period of absence is confined within one (1) calendar month and is less than the full calendar month, insurance benefits shall be continued by the

CITY. In all other instances, the employee must make arrangements to prepay the appropriate monthly premiums if insurance benefit coverage is to continue.

ARTICLE 33 **ADMINISTRATIVE LEAVE**

33.1 Administrative Leave shall be provided as follows for ASSOCIATION employees:

33.1.1 Twenty (20) hours annual leave for all ASSOCIATION employees, prorated for regular part-time employees, scheduled by department head upon request.

33.1.2 An additional sixty (60) hours annual Administrative Leave shall be available for ASSOCIATION employees, prorated for permanent part-time employees, subject to approval and scheduling by the department head. Administrative Leave is not accruable from year to year.

33.2 The City Attorney shall establish procedures and is responsible for administration of the Administrative Leave Program for the unit.

ARTICLE 34 **COMMUNITY INVOLVEMENT**

34.1 The CITY encourages ASSOCIATION employees to become involved in local community affairs. The CITY will make a reasonable amount of time available for this type of involvement if in the opinion of the respective department head this involvement is beneficial to the CITY and to the employee.

ARTICLE 35 **INSURANCE PROGRAMS**

35.1 The CITY shall provide the insurance programs described in this Agreement. The CITY reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage

outlined below.

35.2 If an employee does not select coverage, no cash payment will be made in lieu of the insurance.

ARTICLE 36 **HEALTH INSURANCE**

36.1 The City shall provide the insurance programs described in this Section. The CITY reserves the right to provide these insurance programs by self-insurance through an insurance company or by any other method which provides the coverage outlined. Any premiums paid by the employee eligible for Section 125 will be deducted from the employees pay on a pre-tax basis as authorized by state and federal law.

36.2 The CITY shall offer employees and their families, including qualified domestic partners, a health insurance program under the terms set forth below:

36.2.1. Prior to open enrollment, the City shall publish the new rates and employee contributions to the premium payment for the next calendar year.

36.2.2 Employees shall have access to medical plans offered by Teamsters Local 856 Health Trust, Anthem EPO (grandfathered), Anthem PPO and Kaiser).

Employee contributions toward the monthly health insurance premium shall be as follows:

a) Employees shall pay twelve and one half percent (12.5%) of the cost of the health premium for the health plan with the least expensive monthly premium. If the other health plans remain at or below six percent (6%) of the least expensive monthly premium employees with those plans shall also contribute twelve and one half percent (12.5%).

b) For the next most expensive monthly health premium, employees shall contribute fifteen percent (15%) of the cost of the premium if the average premium

difference is higher than six percent (6%) of the least expensive premium.

c) For the most expensive monthly health premium employees shall contribute twenty percent (20%) of the cost of the premium if the average premium difference is twelve percent (12%) or more than the least expensive premium. If the most expensive premium has an average premium difference greater than six percent (6%) and but less than twelve percent (12%) the employee shall pay fifteen percent (15%).

d) Deductions occur semi-monthly. Current contributions can be found on the [BenefitsEmployee Services](#) web page.

36.2.3 The average premium difference is calculated at each premium level (single, double, family) and then the percentages are averaged.

Example – How the Average Percentage Premium is Calculated

	Lowest Cost Plan	Medium Cost Plan	% Over	Highest Cost Plan	% Over
Single	\$487	\$508	4.3%	\$584	19.9 %
Double	\$994	\$1,032	3.8%	\$1,192	19.9 %
Family	\$1,311	\$1,449	10.5%	\$1,666	27.1%
Average Premium Difference			6.20%		22.30%
Percentage of Premium Employee Would Pay	12.50%	15%		20%	

36.3 Premiums are set by the insurer or by the CITY for self-insured programs based on fiscally sound methods and are tiered for employee, employee plus one dependent and employee plus two or more dependents.

36.4 If, during the term of this agreement, the number of health plans are

reduced from three options to two options, Section 36.2.3c shall not apply unless otherwise agreed.

Health Insurance – Part-Time Employees:

36.5 Part-time employees may elect to participate in health insurance plans and the CITY will contribute a percentage of the employer's portion of the premium equaling the employee's authorized position full-time equivalent (FTE) of the amount towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. Part-time employees who do not initially choose health insurance are eligible to elect at a later date through open enrollment or if eligible due to certain qualifying events as defined by law.

~~36.6 All eligible employees must enroll in medical insurance coverage unless the employee requests a waiver of coverage from the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other minimum essential group coverage. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify the Human Resources Department and enroll in a City sponsored health insurance program within 30 (thirty) days after termination of such coverage.The City accepts the bargaining unit's proposal to explore alternative plan options in the Teamsters 856 Health & Welfare Fund. The parties shall meet at mutually agreeable times to explore alternative plan options in the Teamsters 856 Health and Welfare Plan.~~

ARTICLE 37 **COMBINED DENTAL AND VISION INSURANCE**

37.1 The City shall offer unit members and dependents Delta Dental plan 3066-

0018 and vision care insurance under the Vision Service Plan C, Division 29. A summary description of the program is provided in Exhibit A.

37.2 Enrollment for dental and vision benefits shall be combined. Bargaining unit members shall be required to elect both dental and vision insurance benefits or neither insurance benefits.

37.2.1 Bargaining unit members may enroll for a minimum of two (2) years in combined dental and vision care insurance at time of hire, within sixty (60) days of a qualifying event, or during annual open enrollment. Bargaining unit members may drop coverage because of a qualifying event or any time after two (2) years of continuous coverage. Bargaining unit members dropping coverage will be allowed to re-enroll in the program during annual open enrollment or when a qualifying event occurs.

37.2.2 Bargaining unit members' adult children up to age twenty-six (26) shall be permitted coverage under dental and vision insurance without proof of student status.

37.3 The City shall contribute one hundred percent (100%) of the combined dental and vision benefit premium for full-time bargaining unit members.

37.3.1 Part-time employees may elect to enroll in the combined dental and vision care insurance coverage and the City will contribute the percentage of the premium equaling the authorized position full-time equivalent (FTE) toward the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employees do not elect coverage, no cash payment will be made in lieu of the insurance. Part-time employees shall participate in accordance with guidelines set forth by Human Resources.

37.3.2 Applicable monthly premium contributions and the benefits

description for this program can be found on the [Benefits Employee Services](#) web page.

ARTICLE 38 **LIFE INSURANCE**

Employee

38.1 The CITY shall provide term life insurance and accidental death and dismemberment in the same amount for each full time and part-time employee as follows:

<u>Amount City Provides</u>	<u>Supplement Insurance Employee May Purchase</u>
\$50,000	\$200,000

38.2 The additional amount, up to the maximum indicated above, shall only be purchased at the cost of the employee through a payroll deduction program.

38.3 Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier.

38.4 Optional spouse or domestic partner life insurance up to fifty thousand (\$50,000) may be purchased through payroll deduction.

38.5 The amount of spouse or domestic partner life insurance may not exceed 50% of the supplemental insurance amount the employee has on him/herself.

38.6 The CITY shall provide each employee under this program with a certificate of coverage and the summary description of the program can be found at the following

link: <https://flimp.live/CityofSantaRosa>

<https://inet.srcity.org/EmployeeServices/Pages/Life%20Insurance.aspx>

ARTICLE 39 **DEPENDENT LIFE INSURANCE**

39.1 Employees shall receive term life insurance coverage for their families,

including qualified domestic partners, in the amount of fifteen hundred dollars (\$1,500) per family member.

ARTICLE 40 DISABILITY INSURANCE

40.1 Long Term Disability Insurance

40.1.1 The CITY shall offer employees a long-term disability insurance program that provides coverage equal to the lesser of sixty percent (60%) of your Basic Monthly Earnings or six thousand dollars (\$6,000), minus Other Income, with a waiting period of sixty (60) days subject to the terms and conditions provided by the LTD carrier.

40.1.2 The CITY shall contribute the monthly premium calculated for the employee.

40.1.3 The CITY shall provide each employee under this program with a certificate of coverage upon request. The summary description of the program can be found at the following link:

<https://inet.srcity.org/EmployeeServices/Pages/Long%20Term%20Disability.aspx>

40.2 Short Term Disability Insurance

40.2.1 Effective August 1, 2017, the City shall offer employees a short term disability insurance program and pay the monthly premium costs during the balance of this Agreement.

40.2.2 The major components of the plan are:

- 55% of insured earnings;
- \$1,500 maximum weekly benefit;
- \$25 minimum weekly benefit;
- Elimination period of 7 days.

40.2.3 The CITY shall provide each employee under this program with a certificate of coverage and a summary description of the program.

ARTICLE 41 **FLEXIBLE SPENDING ACCOUNT**

41.1 The CITY shall provide a Flexible Spending Account (Section 125) which provides for both a dependent care and a medical spending account, consistent with State and Federal law.

ARTICLE 42 **ADDITIONAL INSURANCE PLANS**

42.1 The City shall deduct premium costs from employees' paychecks for additional insurance plans in amounts and for plans that have been approved by the CITY at the employee's request.

ARTICLE 43 **RETIRED EMPLOYEES HEALTH INSURANCE**

43.1 Employees who retire from the CITY may continue their health insurance coverage by enrolling in the retiree Health Plan that corresponds to the active plan they are enrolled in at the time of retirement. Employees who retire from the City must pay appropriate premiums to the City, or its designated administrator, in advance of such coverage on a monthly basis. The premiums shall be determined by the CITY. The CITY shall provide enrolled retired employees a description of the plan. Plans shall become a Medicare supplement for enrollees and/or their spouse or domestic partner at age 65. The employee and spouse or domestic partner must be enrolled under the respective Health Insurance Program at the time of retirement in order to qualify for the conversion privilege.

43.2 Employees enrolled in the health plan, in the month prior to retirement, who

have access to another employer provided insurance plan, may exercise a waiver that allows them a one-time option to re-enroll in the waived health plan within thirty (30) days of termination of that other employer provided insurance plan. Proof of the loss of prior coverage will be required to reenroll in City retiree plan.

43.3 The City has the right, at its option, to separately experience rate the retirees.

43.4 The spouse or domestic partner of a retiree who dies may elect to continue on the CITY Health Insurance Program at his or her expense. Payment of appropriate premiums shall be paid to the CITY on a monthly basis.

43.5 The above provisions are subject to the enrollment and eligibility rules of the various insurance providers.

ARTICLE 44 RETIREMENT

44.1 Employees are provided retirement benefits under the California Public Employees Retirement System (CalPERS) pursuant to the City's contract with CalPERS as described in this Article 44.

44.2 Tier One: Enhanced 3% at 60 Retirement Program – Bargaining Members Hired Before July 8, 2012

Effective July 8, 2012, this Section 44.2 (including subsections) shall apply to bargaining unit members hired before July 8, 2012.

44.2.1 The "3% at 60" enhanced retirement program will be available to bargaining unit members covered by this Section 44.2.

44.2.2 For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 44.2 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

44.2.3 For the 2014-15 fiscal year, bargaining unit members covered by this Section 45.2 shall continue to pay, through payroll deduction, the previously required eight percent (8.0%) bargaining unit member contribution.

44.2.4 Effective July 12, 2015, bargaining unit members covered by this Section 44.2 shall pay, through payroll deduction, the eight percent (8.0%) member contribution and an additional one and one half percent (1.5%) of PERSable compensation for a total contribution of nine and one half percent (9.5%) toward the normal cost of pension benefits as permitted by Government Code Section 20516.

44.3 Tier 2: 2.5% at 55 Retirement Program – Bargaining Unit Members Hired On or After July 8, 2012, and Before January 1, 2013

Effective July 8, 2012, this Section 44.3 (including subsections) shall apply to bargaining unit members hired on or after July 8, 2012, and before January 1, 2013. In addition, this Section 44.3 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements:

44.3.1 The “2.5% @ 55” retirement program will be available to bargaining unit members covered by this Section 44.3.

44.3.2 For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 44.3 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

44.3.3 For the 2014-2015 fiscal years, bargaining unit members covered by this Section 44.3 shall continue to pay, through payroll deduction, the previously required

eight percent (8.0%) bargaining unit member contribution.

44.3.4 Effective July 12, 2015, bargaining unit members covered by this Section 44.3 shall pay, through payroll deduction, the eight percent (8.0%) member contribution and an additional one and one half percent (1.5%) of PERSable compensation for a total contribution of nine and one half percent (9.5%) toward the normal cost of pension benefits as permitted by Government Code Section 20516.

44.4 Tier Three: PEPRA Retirement Tier Required For Bargaining Unit Members Hired On Or After January 1, 2013 And Not Qualified For Reciprocity

Effective January 1, 2013, this Section 44.4 (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

44.4.1 The "2% @ 62" retirement program will be available to bargaining unit members covered by this Section 44.4.

44.4.2 Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 44.4 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

44.4.3 As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section 44.4 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

44.4.4 Effective July 12, 2015, in addition to paying fifty percent (50%) of normal costs as described above, bargaining unit members covered by this Section 44.4

shall pay, through payroll deduction, an additional one and one half percent (1.5%) of PERSable compensation toward the City's normal cost of pension benefits as permitted by Government Code Section 20516.

44.5 Specific details regarding these programs are available to employees from the Human Resources Department.

44.6 The CITY shall provide each employee a description of this retirement plan and information is available on the CalPERS website at www.calPERS.ca.gov.

44.7 After this MOU terminates, on July 1, 2020, the status quo ante for all purposes shall be defined as the current language of Article 44.

ARTICLE 45 **PAYMENT HISTORY FOR 3% AT 60 – MISCELLANEOUS
MANAGEMENT – ATTORNEYS**

45.1 Effective July 1, 2002, there was a one percent (1%) increase for each classification in Unit #12. This increase reflects a three and one-tenths percent (3.1%) reduction to partially fund the PERS retirement program at 3% at 60.

45.2 Effective July 1, 2002, there was a one and five-tenths percent (1.5%) increase for each miscellaneous classification in Units #10 and 11. This increase reflected a three and one-tenths percent (3.1%) reduction to partially fund a PERS retirement of 3% at 60.

45.3 Effective July 1, 2003, there was a 2.45% due to pay toward the cost of the 3% at 60 retirement benefit.

45.4 Effective July 1, 2004, there was a 2.47% due to pay for the cost of the 3% at 60 retirement.

45.5 In the event the COLA's granted for fiscal years 2003/04 and 2004/05 are not sufficient to cover the agreed upon cost, 2.45% effective July 1, 2003 and 2.47% effective

July 1, 2004, the difference between the payment made from COLA on July 1, 2003 and the 2.45% due for the cost of the benefit will be paid by a pre-taxed payroll deduction effective July 1, 2003.

45.6 If the COLA granted effective July 1, 2004 is sufficient to pay the 2.47% due plus all or any portion of the 2.45% amount due from July 1, 2003, the aforementioned payroll deduction or portion thereof will end. If the COLA is not sufficient to cover the agreed upon cost of 2.47% effective July 1, 2004, plus the remaining 2.45% cost due from July 1, 2003, the difference between the COLA received on July 1, 2004 and the amount due will be paid by a pre-taxed payroll deduction effective July 1, 2004.

45.7 Effective July 1, 2005, the CITY shall offset the 2.92% due to the 3% at 60 benefit and the aforementioned payroll deductions shall end.

ARTICLE 46 **MILITARY, PEACE CORP AND VISTA BUY BACK**

46.1 Effective January 1, 2001, the CITY amended its contract with PERS so an employee may buy back the employees Peace Corps or AmeriCorps-Volunteers in Service to America (VISTA) service as provided by the Government Code.

46.2 Effective September 19, 1998, the CITY amended its contract with PERS so an employee may buy back the employee's military service as provided by CalPERS.

ARTICLE 47 **PERS "PICK-UP"**

47.1 The CITY shall continue the implementation of Section 414(h)(2) of the Internal Revenue code concerning the tax treatment of employee's retirement contribution, designated by the Public Employees Retirement System as PERS "Pick-Up".

ARTICLE 48 **DISCIPLINE FOR FLSA EXEMPT EMPLOYEES**

48.1 Personnel Rules and Regulations set forth the CITY's disciplinary procedures. These Rules and Regulations are incorporated by reference in Article 8 of

this Agreement.

48.2 For FLSA exempt employees, progressive discipline may consist of one or more written reprimands, suspension of one (1) or more full days, demotion or termination.

ARTICLE 49 **MANAGEMENT SALARY PLAN AND PERFORMANCE EVALUATION SYSTEM**

49.1 All Management classifications, except City Council-appointed positions, shall be included in a Management Salary Plan and Performance Evaluation System as established and administered by the City Manager.

ARTICLE 50 **SALARY SCHEDULE**

50.1 ~~20172021-2020-2024~~ Salary Schedule

50.1.1 Effective ~~the first full pay period following~~ July 17, ~~20172022~~, the City shall increase the current salary schedule by three percent (3.0%) to reflect a cost of living increase adjustment (COLA).

50.2 Effective ~~the first full pay period following~~ July 17, ~~20182022~~, all unit employees shall receive a ~~two and a half~~~~three~~ percent ~~(2.5%)(3.0%)~~ COLA (compounded on the 3%).

50.3 Effective the first full pay period following July 1, ~~20192023~~, the City shall increase the then-current salary schedules for unit employees by two and a half percent (2.5%) to reflect a COLA.

~~50.4 Effective the end of the pay period following Council adoption all members shall receive a one-time lump sum, non-pensionable payment of \$5,000.~~

~~Notwithstanding the foregoing, the City may reopen the salary section of the MOU during FY2018-19 to renegotiate this COLA for FY2019-20 if (i) the City's~~

~~property tax revenues grow by less than 2% between FY2017-18 and FY2018-19 or (ii) if the City's sales tax revenues for (a) the fourth quarter of FY2017-18 reflect less than 4% growth as compared to sales tax revenues for the fourth quarter of FY2016-17 or (b) the first, second and/or third quarters of FY2018-19 reflect less than 3% growth as compared to the same quarter in FY2017-18.~~

~~For purposes of this subsection:~~

~~a. — Property tax growth will be measured based on actual cash receipts in December 2018, which, based on the County's distribution formula, equal to 55% of the City's property tax receipts for FY2018-19; and~~

~~b. — Sales tax growth will be measured based on the rolling twelve month change set forth in the quarterly reports received by the City from its sales tax consultant, which are based on actual sales tax receipts reported to the State Board of Equalization.~~

~~50.4 — The 2017/18 Salary Schedules are attached at Exhibit B.50.5~~

For the most up-to-date Salary Schedules, please refer to the Human

Resources Website at: <https://srcity.org/192/Salaries>

ARTICLE 51 BILINGUAL PAY

51.1 Association employees who are fluent in Spanish and are designated by the Department head as eligible for bilingual pay shall receive two percent (2%) of base monthly salary as compensation for the additional responsibilities.

ARTICLE 52 RETIREE HEALTH SAVINGS PLAN

52.1 Effective January 1, 2010, The City established a retiree health savings plan with the intention of having the following attributes and subject to current tax laws: tax-

free treatment of health benefits, ability to charge taxable health premiums and unreimbursed health costs, with assets remaining after employee's death going to spouse/qualified dependents.

52.2 The health savings plan will be employer funded by a quarter of one percent (.25%) of base earnings contribution by the City, three quarters of one percent (.75%) base earnings funded through employee salary deductions; and one hundred per cent (100%) of accrued sick leave eligible for annual buyout defined as twenty-five per cent (25%) of immediate past fiscal year earned but unused sick pay will be contributed to the plan.

52.3 Effective August 24, 2014, the one quarter of one percent (.25%) City contribution shall become the responsibility of the employee and the City shall have no further obligation to contribute to the health savings plan thereafter unless otherwise agreed by the City in writing. Additional plan details will be outlined in the plan document.

52.4 Effective the first full pay period following July 1 2017, the City will contribute one-quarter percent of one percent (0.25%) of base wage, for a total contribution of one-quarter of one percent (0.25%) of base wage. Effective the first full pay period following July 1, 2018, the City will increase its contribution by one-quarter of one percent (0.25%) of base wage, for a total contribution of one-half of one percent (0.5%) of base wage. Effective the first full pay period following July 1, 2019, the City will increase its contribution by one-quarter of one percent (0.25%) of base wage, for a total contribution of three-quarters of one percent (0.75%) of base wage.

ARTICLE 53 **STAFF DEVELOPMENT AND WELLNESS PLAN**

53.1 In recognition of the importance of a healthy workforce and to promote

physical and mental fitness for staff, after the termination of the former City wellness program, the City has been exploring options to enhance employee health and wellness. The City shall sponsor an employee wellness program to promote health and wellness, including employees' physical and mental fitness; and to reduce absenteeism. The program will consist of an annual payment to each employee of \$500, with the first payment provided to employees upon Council adoption of the MOU, a second payment of \$500 provided to employees upon Council adoption of the MOU and \$500 on the first full pay period in January of each year thereafter, so that the employee may defer some of the expenses normally incurred for wellness. The payment is to be used for wellness programs such as gym memberships, fitness equipment, and/or weight loss programs which will enhance the health and wellbeing of City staff. Employees should keep documentation for the program as verification and receipts may be requested. The payment shall be prorated based on the employee's allocated, full time equivalent status.~~The City and Unit 17 will meet no later than October 1, 2017 to discuss reinstatement of a tuition reimbursement program (including both degree course work and certifications, related to an employee's work with the City or promotional opportunities within the City) with a per employee cap of at least \$800 and an aggregate cap per fiscal year. The parties may also discuss a wellness program as part of this policy. The parties agree that these discussions may be conducted in coalition with other City bargaining units.~~

ARTICLE 54 **MUTUAL RESPONSIBILITY**

54.1 In addition to their regular duties, employees may be required to act as Disaster Service Workers in accordance with California Government Code Section 3100

and the City's Emergency Preparedness Plan and policies. Employees shall not be entitled to any additional compensation for said duties.

ARTICLE 55 RECOMMENDATION

55.1 The City’s Meet and Confer Committee shall recommend the ratification of this Agreement to the City Council and the Union’s Meet and Confer Committee shall recommend the ratification of this Agreement to the employees in the City’s Unit #17.

MEET AND CONFER COMMITTEE

Representatives for the City:

Representatives for Santa Rosa City Attorney’s Association:

_____ Date
Jeremia Mills,
Deputy Director-Human Resources

_____ Date
Adam Abel,
Assistant City Attorney

_____ Date
Jeff Berk,
Chief Assistant City Attorney

_____ Date
Jenica Hepler,
Assistant City Attorney

_____ Date
Matthew Finnegan,
Representative Teamsters
Local Union 856

_____ Date
Peter Finn,
Secretary-Treasurer/Principal Officer
Teamsters Local Union 856

RATIFICATION

Ratified:
City of Santa Rosa
City Attorneys Association

Ratified:
City of Santa Rosa

By: _____
Adam Abel, Date
President SRCAA

By: _____
Chris Rogers, Date
Mayor

APPROVED AS TO FORM:

Resolution No.: **RES-2022-_____**

By: _____
Sue Gallagher
City Attorney

EXHIBIT A - INSURANCE PLANS

DENTAL INSURANCE

In general, the program includes for employees, and their dependents, including qualified domestic partners, basic dental insurance coverage of payment of the indicated percentage up to the maximum of \$2,000 (\$2100 for employees choosing a premier preferred provider under the current dental program) for each eligible person per year for the following benefits:

<u>BENEFITS</u>	<u>PROGRAM PAYS</u>	<u>EMPLOYEE PAYS</u>
Preventive Services	100%	0%
Basic Services	80%	20%
Major Services	80%	20%
Prosthetic Services	80%	20%
Orthodontic Services	50%	50%

*\$2,000 lifetime maximum per person for orthodontics.

VISION INSURANCE

The CITY shall offer employees and their dependents, including qualified domestic partners, a vision care program which provides an eye examination, and allowance for lenses, and frames once each twelve (12) months. The deductible shall not exceed twenty dollars (\$20.00). The vision allowance for frames shall be one hundred and fifty dollars (\$150), and the allowance for contact lenses shall be one hundred and twenty five dollars (\$125). Summary description of the program and the current premium costs can be found at the following link:

<https://inet.srcity.org/EmployeeServices/Pages/Home.aspx>

MEDICAL INSURANCE

Current medical rates can be found online at <http://ci.santa-rosa.ca.us/departments/hr/benefits/Pages/default.aspx>

EXHIBIT B

Classification and Compensation Survey:

During the term of the contract, the City shall perform a classification and compensation survey of the Unit 17 benchmarked classifications, comparing the classifications to appropriate comparator jurisdictions. The City and Union agree to meet and confer on the survey methodology prior to conducting the survey and will formulate a selection committee, comprised of both Union membership and City management to evaluate proposals and select a classification and compensation consultant. The City and Union will work together collaboratively and review the consultant's recommendations related to the selection of comparator agencies, the compensation philosophy and the data points which make up the classification and compensation, total compensation survey data.

The survey shall be completed and delivered to the Union prior to the expiration of the contract on June 30, 2024 and will formulate the discussion related to compensation in the next round of labor negotiations.

Recruitment and Retention Issues During the Term of the Contract:

In the event that Unit 17 believes a recruitment and/or retention issue exists, the Union has the right to request a meeting with Human Resources to discuss these concerns. This meeting will commence within 14 days of the request unless otherwise agreed. At this meeting, the Union must present data to support that recruitment and/or retention issues exist (such as illustrated by multiple failed recruitments, declined job offers by qualified candidates, a lack of qualified candidates in the recruitment pool). Human Resources, in collaboration with the Union will consider the information presented by the Union and will evaluate other relevant labor market data before issuing its findings. If the compensation review results in a consensus that an equity adjustment is warranted, the findings shall be submitted to the City Manager, who will accept the findings as submitted. The City Manager will determine if financial resources are available to provide the adjustment prior to the recommendation being forwarded to the City Council for approval. If it is determined that financial resources are not available; the adjustment shall be reviewed during the annual budget process.