

ATTACHMENT 1

EXHIBIT "A" TO RESOLUTION NO. _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ROSA

AND THE

SANTA ROSA POLICE MANAGEMENT ASSOCIATION

FOR AND ON BEHALF OF THE EMPLOYEES IN THE

CITY'S UNIT #9 – FIRE SAFETY MANAGEMENT

July 1, 2017 through June 30, 2020

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ARTICLE 1 **DESIGNATION OF THE PARTIES**

1.1 This Agreement is by and between the CITY of Santa Rosa, hereinafter referred to as “CITY”, and the Santa Rosa Police Management Association, 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 Police Management Association was designated by the City of Santa Rosa City Council as the exclusive representative of Fire Management employees in CITY’s Unit #9, (hereafter “UNIT”). As used in this Agreement, the term “employee” shall refer only to the employee classifications comprising said Unit.

ARTICLE 3 **AUTHORIZED AGENTS**

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

A. Management’s principal authorized agent shall be the City Manager or City Manager’s designee, except where a particular CITY representative is specifically designated in the Agreement.

B. The Santa Rosa Police Management Association principal authorized agent shall be the ASSOCIATION’s President; or the President’s designee, except where a particular ASSOCIATION representative is specifically designated in the Agreement.

ARTICLE 4 **SEVERABILITY**

4.1 The provisions of this Agreement shall be subordinate to any present or subsequent federal law, state law or CITY Charter provision. Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree of a court of

competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

4.2 If any part of this Agreement is invalidated through legislation or by a decision of a court of competent jurisdiction, then either party has the right to make a written request to the other party to negotiate a replacement for the portion of the Agreement that was negated. Such written request shall be served upon the other party within thirty (30) days of the effective date of the legislation or decision by the court. Such negotiation shall be completed within thirty (30) days of the first meeting held to resolve the problem. The balance of the Agreement shall remain in full force and effect.

ARTICLE 5 **FULL UNDERSTANDING, MODIFICATION, WAIVER**

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

5.2 It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

5.3 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.

5.4 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.

5.5 The waiver of 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 6 **RENEGOTIATIONS**

6.1 In the event either party wants to renegotiate a successor Agreement, such party shall serve upon the other during the period January 1 to January 31 of the last year of the term of this Agreement, its written request to begin negotiations.

6.2 Formal negotiating sessions for a successor agreement shall commence no later than February 15, 2020.

ARTICLE 7 **RULES AND REGULATIONS**

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

- A. Personnel Rules and Regulations.
- B. Employer-Employee Relations Rules and Regulations.

CITY shall not change the rules and regulations listed herein without first meeting and conferring with the ASSOCIATION.

ARTICLE 8 **WORK CURTAILMENT**

8.1 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 9 **PAYROLL DEDUCTION**

9.1 During the term of this Document 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 one (1) authorized employee organization.

The deduction of dues for membership in an authorized employee organization shall be based on a uniform dues schedule 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 UNION DUES

SRPMA

Name _____ Last Four Digits of Social Security No. _____

Department: _____

I authorize the CITY to deduct from wages earned by me, monthly ASSOCIATION dues as certified by the President of the ASSOCIATION and to remit the same to the ASSOCIATION at such time and in such manner as may be agreed upon between the CITY and the ASSOCIATION.

This authorization shall remain in effect for the duration of my employment with the CITY while I am employed as a police officer or until my termination from the CITY or until it is revoked by me in writing or until the ASSOCIATION is no longer my representative.

Signature of Employee

Address of Employee

Date of Signature

Date of Delivery to CITY

The following certificate form shall be used by the ASSOCIATION when certifying membership dues:

CERTIFICATION OF MEMBERSHIP DUES

I certify that the membership dues for employees in the Unit is \$_____ per _____ .

Date _____

Signature of President/Designee

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 ASSOCIATION Dues" and (2) the amount of the monthly membership dues certified by the ASSOCIATION 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.

All sums deducted by the CITY shall be remitted to the ASSOCIATION at an address given to the CITY by the ASSOCIATION, by the tenth (10th) calendar day following the pay period when the deductions were made, together with a list of names

and the amount deducted for each employee 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 or penalties. If the assessment is made of compensatory time off, the CITY may, at its option, convert the assessment to the cash value thereof, and remit said assessment in cash. "Cash value" is defined as the unit average hourly salary, times the number of affected employee(s).

An employee may revoke their "voluntary authorization" only as provided herein. No revocation shall be effective retroactively nor apply to any special assessment or penalty previously noticed by the ASSOCIATION.

The CITY shall not be liable to the ASSOCIATION 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 employees; or from the employee's CTO bank as provided above. In addition, the ASSOCIATION shall indemnify and hold 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 10 **ASSOCIATION RELEASE TIME**

10.1 The parties agree that one (1) on-duty employee acting as an employee representative for an employee in the Unit shall receive paid release time for the following activities:

- A. Any interview where an employee is afforded the right to a representative by the Government Code, any other law; or CITY or Departmental policy;
- B. Any pre-disciplinary hearing;
- C. Any Personnel Board hearing where disciplinary action is being reviewed;
- D. Any grievance hearing/meeting between an employee and their supervisor(s), i.e., Fire Managers;
- E. Any grievance hearing before a Fire Manager;
- F. Any grievance hearing before the Human Resources Director/City Manager designee;

G. Any appeal hearing before the Personnel Board regarding the formal grievance; and

H. Any mediation and/or arbitration hearings.

10.2 An on-duty employee who acts as an employee representative under the above shall notify their immediate supervisor of the intent to be absent from the normal duty work station. The supervisor shall have the authority to deny the release of an on-duty representative if the supervisor determines that such release would have a gross, negative impact on the operation of the Fire Department in its responsibility to ensure the safety of the community. In such cases, other than Personnel board hearings, the interview or hearing may be rescheduled at the employee's option without prejudice to either the employee or the CITY. If the release of an on-duty employee acting as a representative before the Personnel Board is denied for the reasons cited above, the CITY shall request that the Personnel Board reschedule the hearing without prejudice to either the employee or the CITY.

10.3 An on-duty employee acting as an employee representative during disciplinary matters shall be granted release time to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to sixty (60) minutes may be used for this purpose.

10.4 An on-duty employee acting as an employee representative during grievance hearings/meetings, as in (D) through (H) above, shall be granted release time to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to thirty (30) minutes may be used for this purpose.

10.5 Reasonable release time shall be given to ASSOCIATION representatives to meet and confer on items arising under Article 5, Full Understanding, Modifications, and Waiver.

ARTICLE 11 **ASSOCIATION LEAVE**

11.1 Employees may request paid leave of absence for normal ASSOCIATION business not precluded by this Agreement. Such employees shall receive their normal pay from the CITY and such pay shall be reimbursed to the CITY by the ASSOCIATION as provided below.

11.2 Such request shall be in writing to the Department head or the Department head's designee.

11.3 ASSOCIATION leave shall be granted, in the same manner as vacation, if it does not require additional expenditures by the CITY and if the request meets the conditions set forth below. Leaves shall be requested and approved consistent with Department policy for requesting vacation, and ASSOCIATION leave. If the request is denied, the ASSOCIATION has the option of paying time and one half to back fill the position and the leave shall be granted.

11.4 An employee is not required to exhaust any paid leaves to be eligible for ASSOCIATION leave.

11.5 When an employee takes such leave, the leave shall be charged to the ASSOCIATION at straight time or at time and one half, whichever is appropriate pursuant to this article, and shall include direct benefit costs to the CITY.

11.6 Such paid leave shall not extend for more than thirty (30) days per employee in a fiscal year.

11.7 Cost of employee leaves taken pursuant to this Article shall be reimbursed to the CITY by being deducted by the CITY from the ASSOCIATION's payroll dues deduction provided by Article 9, Payroll Deduction of Dues, together with an accounting of credits and debits for which charges have been made.

11.8 Any dispute between the ASSOCIATION and the Fire Department or the Finance Department shall be resolved by the City Manager or the City Manager's designee.

11.9 By mutual agreement, the President of the ASSOCIATION may have their work schedule changed as a result of their election to that position.

ARTICLE 12 **PROMOTIONAL EXAMS – RELEASE TIME**

12.1 An employee who takes a CITY promotional exam during time the employee is required to work shall be given reasonable release time to take the exam. The employee shall use the approved time off request procedure whenever release time is desired pursuant to this Article.

ARTICLE 13 **JURY LEAVE**

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

13.2 Employees serving as jurors shall receive 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.

13.3 Time served as a juror for employees shall be considered as time worked so that an employee shall not be required to perform jury duty and also work a shift for the CITY during any twenty-four (24) hour period.

ARTICLE 14 **ADMINISTRATIVE LEAVE**

14.1 Forty (40) hour Fire Managers shall receive the following Administrative Leave:

14.1.1 Twenty (20) hours annual Administrative Leave scheduled by department head upon request.

14.1.2 An additional sixty (60) hours annual Administrative Leave shall be available-subject to approval and scheduling by the department head.

14.1.3 Administrative Leave is not accruable from year to year.

14.2 Fire shift managers shall receive the following Administrative Leave:

14.2.1 Twenty-eight (28) hour's annual Administrative Leave scheduled by department head upon request.

14.2.2 An additional eighty-four (84) hours annual Administrative Leave shall be available subject to approval and scheduling by the department head.

14.2.3 Administrative Leave is not accruable from year to year.

ARTICLE 15 **HOLIDAYS**

15.1 Designated Holidays

The following days of each year are designated as paid 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
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

Unit members who are not in a paid status the day before and the day after a holiday shall not be paid for the holiday.

15.2 In Lieu Holiday Pay For 56-Hour Battalion Chiefs

In lieu of observing holidays, employees classified as fifty-six (56) hour Battalion Chiefs shall receive in lieu compensation for designated holidays. The following conditions shall apply to in lieu holiday pay.

15.2.1 Calculation of In Lieu Holiday Pay

Eligible unit members shall be paid 16.8 hours of in lieu holiday pay for each designated holiday, excluding floating holidays. Unit members under this section shall not receive floating holidays or compensation for floating holidays. The in lieu pay shall be paid at the time that the holiday occurs based on the following formula: 16.8 hours x base hourly rate of pay = In Lieu Holiday Pay.

15.2.2 In Lieu Holiday Pay for January 1, 2016 – July 4, 2016

ON the first paycheck of August, 2016, eligible unit members shall be paid 16.8 hours of in lieu holiday pay for each of the following holidays that elapsed prior to the adoption of this MOU:

<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

Memorial Day

Last Monday in May

Independence Day

July 4

Unit members under this section who were hired or became eligible for in lieu holiday pay after January 1, 2016 will receive in lieu holiday pay for holidays that elapsed after their hire date.

15.3 Non-Shift Fire Managers

A Fire Manager assigned to a forty (40) hour schedule shall receive the twelve (12) designated paid holidays described in Section 15.1.

15.3.1 Holiday Pay For Unit members on 4/10 or 9/80 Schedules

Effective June 30, 2002, non shift fire managers who work a schedule known as 9/80 shall receive nine (9) hours of holiday pay when the holiday falls on a regular nine (9) hour work day. Non-shift fire managers who work a schedule known as 4/10 shall receive ten (10) hours of holiday pay when the holiday falls on a ten (10) hour work day.

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

15.3.2 Holidays Falling On a Saturday or Sunday

Any of the designated holidays falling on Saturday shall be observed on the preceding Friday. If any of the aforementioned holidays fall on Sunday, the following Monday shall be observed. Unit members who work 5-8 schedules where Saturday and Sunday are not normal days off and the holiday falls on the normally scheduled off-duty day shall observe a holiday on the immediately preceding work day.

ARTICLE 16 FLOATING HOLIDAYS-Non-Shift Fire Managers

16.1 Floating Holidays must be taken during the Payroll fiscal year in which they are earned. The payroll fiscal year is defined as the first day of the first pay period

that ends in the fiscal year through the last day of the last pay period that ends in the fiscal year.

16.2 A floating holiday shall be compensated at the base rate of pay for ten (10) hours times the FTE allocation. Employees hired between the first day of the payroll fiscal year and December 31 shall receive twenty (20) hours times the FTE allocation and employees hired between January 1 and the last day of the payroll fiscal year shall receive ten (10) hours times the FTE allocation of Floating Holiday time. Beginning on July 1, 2006, and following twenty (20) years of full time equivalent of CITY service, employees shall receive one (1) additional full time equivalent floating holiday for a total of three (3) full time equivalent floating holidays. This third floating holiday will not be included in any holiday payout. Regular part-time employees shall receive a pro-rated Floating Holiday balance based on FTE allocation.

ARTICLE 17 **VACATION LEAVE**

17.1 Fire Unit Members of the PMA shall earn and may accumulate vacation time as indicated below:

Classification	Years of Service	Hours Earned Monthly	Maximum Earned Annually	Maximum Hours of Accumulation
56 Hr. Battalion Chief	1 – 4	10	120	360
	5 – 10	16	192	576
	11 – 14	20	240	720
	15 – 19	22	264	792
	20 – 24	24	288	864
	25 or more	25	300	900
40 Hr. Battalion Chief Division Fire Chief/Fire Marshal Deputy Fire Chief	1 – 4	7.12	85.5	256.5
	5 – 10	11.4	136.8	410.4
	11 – 14	14.25	171	513
	15 – 19	15.67	188	564
	20 – 24	17.10	205.2	615.6
	25 or more	17.81	213.7	641.1

17.2 Maximum vacation accrual is established at three (3) times the annual accrual rate.

17.3 Vacation scheduling shall be approved by the CITY prior to being taken with due regard for the employee's needs and the CITY's need to provide services. Vacation shall not be used for industrial injury leave or to extend a date of retirement.

17.4 Employees working an alternative 4/10 schedule shall record ten (10) hours for each day taken as vacation. Employees working a 9/80 schedule shall record nine (9) hours for each nine (9) hour day taken as vacation, and eight (8) hours on the eight (8) hour working day.

17.5 The City Manager shall have the discretion to grant a balance of vacation hours to newly hired managers. The City Manager shall also have the discretion to place a newly hired manager at a higher established vacation accrual rate.

ARTICLE 18 **MANAGEMENT VACATION "SELL BACK" PROGRAM**

18.1 Members of the Unit may "sell back" vacation accrual once a fiscal year under the following procedure:

18.1.1 The employee may "sell back" up to eighty (80) hours, one hundred twelve (112) hours for fifty-six (56) hour Battalion Chiefs, (prorated based on FTE allocation) of vacation providing he/she has eighty (80) hours, one hundred twelve (112) for fifty-six (56) hour Battalion Chief, of vacation remaining after the sell back. 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. The payout on the "sell back" hours will be made on the following paycheck.

18.1.2 The vacation sell back option is only available once a fiscal year for each employee.

ARTICLE 19 **MILITARY LEAVE**

19.1 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.

19.2 The employee shall furnish to the City Manager's office satisfactory proof of his/her orders to report for duty and of his/her actual service pursuant to such orders.

19.3 Employees with less than one (1) year City service shall take such leave without compensation from the City as provided in the Military and Veterans Code.

ARTICLE 20 **CATASTROPHIC LEAVE**

20.1 Catastrophic leave is a paid leave of absence due to life-threatening verifiable long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual.

20.2 All permanent 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 dependent spouse, qualified domestic partner, parent or dependent minor child.

20.3 The employee must first exhaust all accrued sick leave, vacation leave, floating holiday, 20 hour benefit portion of administrative leave and compensatory time 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.

20.4 Catastrophic leave shall be additional paid leave available from vacation, compensatory leave, administrative leave hours, Management Benefit Plan or floating holidays donated by other CITY employees to a specific qualified employee.

20.5 Employees donating vacation, compensatory or administrative leave must be done 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. Employees may donate all of their accrued compensatory time or administrative leave. Effective July 1, 2006, employees may also donate sick leave up to twenty four (24) hours in a fiscal year. Employees donating sick leave must have a balance of eighty (80) hours after the donation of sick leave.

20.6 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.

20.7 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 any and all medical information 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.

20.8 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.

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

20.10 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.

20.11 A catastrophic leave committee shall be appointed by the City Manager to monitor the program.

ARTICLE 21 **BEREAVEMENT LEAVE**

21.1 An employee shall be paid up to forty (40) hours, or fifty-six (56) hours for Battalion Chiefs working twenty-four (24) hour shifts, 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, brother, sister, child (including stepchildren), stepparents, grandparents and grandchildren of the employee, and parents and children of employee's qualified domestic partner. Payment for bereavement leave shall only be made under the provisions set forth above.

ARTICLE 22 SICK LEAVE

22.1 Sick Leave Accumulation

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

<u>Hours Earned Monthly</u>	<u>Hours Earned Annually</u>	<u>Maximum Hours of Accumulation</u>
8	96	No limit

Employees classified as 56 hour Battalion Chiefs shall earn and may accumulate sick leave as follows:

<u>Hours Earned Monthly</u>	<u>Hours Earned Annually</u>	<u>Maximum Hours of Accumulation</u>
12	144	No limit

22.2 The City Manager shall have the discretion to grant a balance of sick leave hours to newly hired managers.

22.3 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 or as authorized by State law. No punitive actions shall be imposed on employees for taking justifiable sick leave.

22.4 For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (0.25) working hour.

22.5 Employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury. No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

- A. Participating in a criminal act;
- B. Participating in a riot;
- C. Working for an employer other than the CITY;
- D. During vacation unless the employee was confined to a hospital or other fixed location under written doctors order;
- E. During a layoff, leave of absence or disciplinary suspension; and/or
- F. After a termination date.

22.6 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 CITY.

22.7 The CITY shall revoke pay, sick leave time and take appropriate disciplinary action if the employee is not using sick leave as authorized or inappropriately using sick leave in accordance with Article 22.11; has engaged in private or other public work while on sick leave.

22.8 The CITY may require an employee to provide a medical provider's statement verifying the employee's ability 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.

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

22.10 If an employee has not recovered by the time they have exhausted their accumulated sick leave, the City Manager's Office may grant the employee a leave of absence, without pay, upon receipt of such a request in writing from the employee. Sick leave shall not be used to extend a date of retirement; however, an employee, upon retirement, may convert his/her unused sick leave balance to service credit as authorized by CalPERS.

22.11 Sick Leave – Family Illness

Employees may use hours of accumulated sick leave for the serious illness of their spouse, qualified domestic partner, child, adopted child, foster child, stepchild, child of the employee's qualified domestic partner, parents, step-parents, foster parents, in-laws (parents), in-laws (step-parents), grandchildren, grandparents, or sibling as provided by State law.

22.12 Sick Leave – Retirement Buy Back

Employees shall have a one-time choice at the commencement of employment, or promotion into the Unit, of one (1) of two (2) options to receive pay for accumulated but unused sick leave as follows:

22.12.1 Option 1: Unit members in the Fire Department using fifty-six (56) hours or less of sick leave, from the first day of the first pay period that begins in

January through the last day of the last pay period that begins in December, shall earn one (1) twenty-four hour shift of pay at the unit member's regular hourly rate. Forty (40) hour unit members using twenty five (25) hours or less of sick leave, on a calendar year basis, shall earn seventeen (17) hours of pay at the regular hourly rate. Pay outs shall be paid on the second pay check of January.

22.12.1.1 Unit members who are promoted out of the bargaining unit during the last six (6) months of the calendar year shall receive the sick leave incentive, pro-rated as follows:

Shift unit members promoted in:	S h a l l r e c e i v e
July	50% of the sick leave incentive provided they have used less than 28 hours of sick leave
August	58% of the sick leave incentive provided they have used less than 32 hours of sick leave
September	66% of the sick leave incentive provided they have used less than 37 hours of sick leave
October	75% of the sick leave incentive provided they have used less than 42 hours of sick leave
November	83% of the sick leave incentive provided they have used less than 46 hours of sick leave
December	91% of the sick leave incentive provided they have used less than 51 hours

22.12.1.2 Unit 2 shift unit members who are promoted out of the bargaining unit during the last six (6) months of the calendar year shall receive the sick leave incentive, pro-rated as follows:

40-hour unit members promoted in:	Shall receive
July	50% of the sick leave incentive provided they have used less than 12.5 hours of sick leave
August	58% of the sick leave incentive provided they have used less than 14.5 hours of sick leave
September	66% of the sick leave incentive provided they have used less than 16.5 hours of sick leave
October	75% of the sick leave incentive provided they have used less than 19 hours of sick leave
November	83% of the sick leave incentive provided they have used less than 21. hours of sick leave
December	91% of the sick leave incentive provided they have used less than 23 hours

22.12.2 Option 2: Unit members in the Fire Department who retire or whose positions are eliminated and who have completed ten (10) consecutive years of employment with the City shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of one thousand (1,000) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

22.12.3 Should the City provide a majority of City unit members with a retirement buyback plan more beneficial than that provided herein, the unit members covered by this Agreement shall automatically receive the same benefit at the same time and this part shall be considered amended to memorialize that level of benefits. The following conditions shall apply to the two (2) options outlined above:

- a. Once an option is chosen, the employee shall be bound by it for the duration of employment with the CITY.
- b. All new employees hired after the date of this Agreement shall choose either Option 1 or Option 2 upon employment with the CITY.

c. Employees leaving the service of the CITY prior to the end of the fiscal year who have chosen Option 1 shall be reimbursed upon their termination based upon the total earned but unused sick leave for that fiscal year.

d. Under either option, the buyback of unused sick leave shall be at the regular hourly rate of pay at the date of the buyback.

e. Employees promoted into a classification covered by this Agreement, who were not previously covered by this Agreement, may continue with Option 2 or switch to Option 1. Employees switching to Option 1 shall have their total accrued sick leave as of the date of their promotion paid for as indicated in Option 2 unless the total hours are reduced below this level through the use of sick leave. If this occurs, the remaining hours shall be reimbursed as in Option 2.

f. Employees who elect Option 2 may convert their entire balance of sick leave to service credit rather than receiving payment as described above.

22.13 Sick Leave – Position Elimination

Any employee whose position is eliminated, and the employee is subsequently laid off, and who has completed ten (10) consecutive years of employment with the CITY, shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum payment of six hundred (600) hours. The rate of pay shall be regular hourly rate of pay at the time the position is vacated.

22.14 Sick Leave – Employee Death

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 life insurance policy.

ARTICLE 23 LEAVE OF ABSENCE

23.1 Employees may request a leave of absence in accordance with the City Leave of Absence Procedure(s), without pay, in writing to their respective department heads. Employees are required to exhaust accumulated sick leave, vacation, bereavement leave if applicable, twenty (20) hours of administrative leave or floating holidays prior to taking a leave of absence without pay in accordance with State and Federal law.

23.2 These requests may be approved as follows:

23.2.1 By the department head for a time not exceeding twenty-four (24) working hours.

23.2.2 By the City Manager or Human Resources Director for any time exceeding twenty-four (24) working hours.

23.2.3 As required by state or federal law.

23.3 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 as for an active employee. In all other instances, the employee must make arrangements to repay the appropriate monthly premiums if insurance benefit coverage is to continue unless covered under FMLA.

23.4 The twenty-four (24) hour period shall be determined by starting at the first hours in the employee's work week and counting off twenty-four (24) hour segments.

ARTICLE 24 **INDUSTRIAL INJURY OR ILLNESS LEAVE**

24.1 Benefits for safety employees shall be provided for under Section 4850 of the Labor code. Sick leave shall not be used for an industrial injury or illness.

ARTICLE 25 **JOB RELATED INJURY OR ILLNESS/LIMITED DUTY**
ASSIGNMENTS

25.1 The purpose of this Article is to determine the schedules for employees on temporary limited duty. The type of work performed is to be determined by the following:

- A. Nature of employee's injury
- B. Needs of the Department
- C. Skills of the employee

25.2 Employees who are medically precluded from fulfilling their normally assigned duties as a result of a job related injury or illness and who have been medically cleared to return to limited duty shall be assigned in the following manner:

- A. Employees shall retain the same days off as is their current assignment.
- B. Employees shall retain the same basic work hours, as is their current assignment, plus a thirty (30) minute non-paid meal period.

25.3 Exceptions

Subject to the need to make emergency assignments, the employee and the Department may mutually agree to a variance from the assignment process when any of the following situations occur:

- A. The Department identifies special needs that would be better addressed by utilizing another work schedule or assignment or
- B. The employee has special skills that could be utilized in other areas within the Department or
- C. The employee has needs that would be better addressed by another schedule.

ARTICLE 26 **NON-JOB RELATED INJURY OR ILLNESS/LIMITED DUTY ASSIGNMENTS**

26.1 Employees injured off-duty and allowed by the CITY to return to work on a temporary limited duty capacity shall be assigned to a work schedule according to the needs of the Department. Assignments of these employees shall not interfere with the temporary work assignments of employees injured on-duty.

ARTICLE 27 **HEALTH INSURANCE**

27.1 The CITY shall offer employees and their dependents a health insurance program under the terms set forth below.

27.2 The CITY shall contribute towards this program up to, but not in excess of, the monthly premium calculated for employee, employee and one dependent, and employee and two or more dependents.

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

27.4 Subject to the provisions above, the CITY shall offer employees and their dependents, including qualified domestic partners who qualify under PERS, a health insurance program through the PERS Health Benefits Program. Eligibility and participation in this program shall be in accordance with the rules promulgated by PERS.

27.4.1 "Qualified 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 July 29, 2014.

27.5 The CITY contribution to health insurance for active employees will be the minimum contribution required by CalPERS.

Effective January 1, 2017	\$128.00
Effective January 1, 2018	\$133.00
Effective January 1, 2019	(as set by PERS)

27.6 The total City allowance for active employees shall be equal to the CalPERS Blue Shield rate and adjusted each January to equal the new CalPERS Blue Shield rate for the term of the contract.

27.7 The additional CITY Contribution (as depicted in the chart below) shall be determined by taking the CalPERS Blue Shield premium rates at each level of coverage and subtracting the CITY health insurance contribution. Applicable monthly premium and premium contributions for the PERS Health Benefits Program can be found on the Employee Services web page.

Monthly Premiums and Contributions:

Coverage Level	2017 City Contribution to Health Insurance (CALPERS Required)	2017 Additional City Contribution	Total City Allowance = to Northern California PERS Blue Shield Rate
Single	\$128.00	\$754.96	\$879.96
Employee with one dependent	\$128.00	\$1634.92	\$1759.92
Employee with two or more dependents	\$128.00	\$2162.90	\$2287.90

27.8 All employees shall select health insurance coverage unless the employee requests a waiver of coverage from PERS through the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other coverage from another carrier. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify PERS or the Human Resources

Department and enroll in a PERS sponsored health insurance program within thirty (30) days after termination of such coverage.

27.9 Bargaining unit members who do not use the City contribution for health insurance may choose to have the unused amount (equal to the City's Additional Contribution for single coverage only) contributed to the Dependent Care spending option up to the IRS limit, which is currently \$5000, in the City's Section 125 flexible benefit plan (Section 125). The portion of the City contribution not utilized by the bargaining unit member shall remain with the City.

27.10 That portion of PERS plan costs that exceed the amount of the CITY allowance shall be paid by the employee through automatic pre-tax payroll deduction.

27.11 Subject to the provision above, retirees are eligible for health insurance through PERS. For retirees, the CITY has elected the unequal contribution option. This means the contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Employees' Retirement Law, Section 22892(c) under the unequal method.

27.12 The City acknowledges Labor Code section 4856 which declares the employer will provide to the spouse and dependents of a Firefighter who dies in the line of duty, health benefits as prescribed by law.

ARTICLE 28 **DEPENDENT CARE ASSISTANCE PROGRAM**

28.1 The CITY shall provide a Dependent Care Assistance Program (flexible spending account Section 125) consistent with State and Federal law.

ARTICLE 29 **COMBINED DENTAL AND VISION INSURANCE**

29.1 Enrollment for dental and vision benefits shall be combined. Employees and dependents, including qualified domestic partners shall be required to elect both insurance plans or neither insurance plan.

29.1.1 Domestic Partner Definition: For the purposes of eligibility for the combined dental vision benefit the term "City domestic partner" shall mean the domestic partner of an employee who has completed the City Domestic Partner Declaration prior to the ratification of this agreement and meets the eligibility requirements as contained therein. After July 29.,2014, new domestic partners must meet the State of California definition of domestic partner to be eligible for the combined dental vision benefit.

29.2 The CITY shall contribute ninety-five percent (95%) of the premium at each level (employee only, employee plus one, and family) for the term of this contract. Employees will pay five (5%) percent of the premium at each level (employee only, employee plus one, and family).

29.3 The City shall offer combined dental and vision care insurance coverage for part-time employees. Regular part-time employees may elect to enroll in combined dental and vision care insurance and the City will contribute a percentage of the premium equaling the employee's authorized position full-time equivalency (FTE) towards the selected coverage. The regular part-time employee will be responsible for the balance of the combined premium through payroll deductions. If the regular part-time employee does not select coverage, no cash payment will be made in lieu of the insurance.

29.4 Employees, including regular part-time employees, 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. Employees may drop coverage because of a qualifying event or any time after two (2) years of continuous coverage. Employees dropping coverage will be allowed to re-enroll in the program during annual open enrollment or when a qualifying event occurs.

29.5 Details about dental and vision plan co-payments and allowances are in Exhibit A of this MOU and can be found at the following link:

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

29.6 The applicable monthly premium contribution can be found at the following link: <https://inet.srcity.org/EmployeeServices/Pages/Home.aspx>

ARTICLE 30 LIFE INSURANCE

30.1 The City shall provide employees in this Unit term life insurance coverage in the amount of thirty thousand dollars (\$30,000) and accidental death and dismemberment coverage in the same amount.

30.2 Additional term life insurance up to two hundred thousand dollars (\$200,000) may be purchased by each employee at his/her cost through a payroll

deduction system. Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier. Optional spouse or domestic partner life insurance up to fifty thousand dollars (\$50,000) may also be purchased through payroll deduction. The amount of spouse or domestic partner life insurance may not exceed fifty percent (50%) of the amount of supplemental insurance the employee has on himself or herself. Proof of good health may be required for spouse or domestic partner life insurance subject to the rules of the insurance carrier.

30.3 The City shall provide each employee under this program with a certificate of coverage and a summary description of the program and the summary description of the program can be found on the Employee Services Webpage.

30.4 Dependent Life Insurance - 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 31 **LONG TERM DISABILITY**

31.1 The Unit shall pay for the PORAC Long-Term Disability (LTD) benefits through a payroll deduction of nineteen dollars and fifty cents (19.50) per month beginning July 1, 2007. The CITY reserves the right to place insurance coverage through the carrier of its choice or to self-insure the program. For the purposes of utilizing the LTD benefit, it is not necessary for the employee to exhaust all leaves; however, the employee may choose to exhaust all or a part of accrued leaves prior to utilizing the LTD benefit. The provisions of Article 23, Leave of Absence, which require use of accrued leave balances, shall not apply to the use of the LTD benefit.

ARTICLE 32 **ADDITIONAL INSURANCE PLANS**

32.1 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 33 **RETIRED EMPLOYEES HEALTH INSURANCE**

33.1 Employees who retire from the CITY may continue their CalPERS Health Insurance coverage by the payment of appropriate premiums to CalPERS. The premiums shall be determined by CalPERS.

ARTICLE 34 **RETIREE HEALTH STIPEND PROGRAM**

34.1 Employees who have promoted into a safety management position in the Fire Department from a position in Unit 2 – Firefighting may elect to continue to participate in the Post-Retirement Medical Benefits Defined Contribution Plan for Unit 2 – Firefighting (Unit 2 Retiree Stipend Program).

34.2 When an employee elects to participate in the plan, the salary range and the base salary for the employee will be reduced by a dollar amount approximately equal to the contribution percentage for Unit 2, applied to the base salary of Fire Captain, step 5, rounded to the nearest five dollars (\$5). An equivalent dollar amount plus the value of associated salary-related benefits will be placed by the CITY into the Unit 2 retiree stipend program.

34.3 Any time there is a change to the Unit 2 contribution to the retiree stipend program or the base salary for Fire Captain, the reduction in the salary range and base salary for a participating safety manager will be recalculated accordingly. An employee participating in the program will be eligible for the benefits spelled out in the plan document and the Unit 2 MOU.

34.4 Contributions for Fire Management employees to the Unit 2 Retiree Stipend Program shall not be calculated on special pays, such as Bilingual Pay or Fire Division Chief Pay. For employees participating in the Unit 2 Retiree Stipend, percentage-based special pays shall be calculated on the full salary prior to any reduction for the retiree stipend.

ARTICLE 35 **RETIREMENT**

35.1 The City shall continue its contract with the Public Employees Retirement System (CalPERS) for all active unit members. All the retirement benefits provided to unit members are described in this Article 35.

35.2 Tier One: Enhanced Safety 3.0% at 50 Retirement Program – Bargaining Unit Members Hired Before July 8, 2012.

35.2.1 Effective July 8, 2012, this Section 35.2 (including subsections) shall apply to safety bargaining unit members hired before July 8, 2012.

35.2.2 3% at 50 Pension Formula

The “3% at 50” enhanced retirement program will be available to bargaining unit members covered by this Section 35.2.

35.2.3 Final Compensation Based On Twelve Month Period

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 35.2 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

35.2.4 Required Bargaining Unit Member Contribution

Each bargaining unit member covered by this Section 35.2 shall pay through payroll deduction the nine percent (9.0%) required bargaining unit member contribution.

35.3 Tier Two: Safety 3.0% at 55 Retirement Program

Effective July 8, 2012, this Section 35.3 (including subsections) shall apply to bargaining unit members hired on or after July 8, 2012 and on or before December 31, 2012. In addition, this Section 35.3 (including subsections) 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:

35.3.1 3.0% at 55 Pension Formula

The “3% at 55” retirement program will be available to bargaining unit members covered by this Section 35.3.

35.3.2 Final Compensation Based On Thirty-Six Months

Effective July 8, 2012, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 35.3 shall mean the highest annual average pensionable compensation earned during thirty six (36) consecutive months of service.

35.3.3 Required Bargaining Unit Member Contribution

Effective July 8, 2012, each bargaining unit member covered by this Section 35.3 shall pay through payroll deductions the nine percent (9.0%) required bargaining unit member contribution.

35.4 Tier Three: New Retirement Tier For Safety Bargaining Unit Members Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 35.4 (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).

35.4.1 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the Safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to bargaining unit members covered by this Section 35.4.

35.4.2 Final Compensation Based On Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation shall mean the highest annual average pensionable compensation earned during thirty six (36) consecutive months of service.

35.4.3 Required Unit Member Contribution

As required by Government Code Section 7522.04(g), bargaining unit members covered by this Section 35.4 shall pay, through payroll deductions, 50 percent (50%) of normal costs.

35.5 Implementation Of Internal Revenue Code Section 414(h)(2)

The City shall make the employer contribution to PERS for each bargaining unit member and each bargaining unit member shall pay his/her own PERS member contribution, with state and federal income tax on the PERS member contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

35.5.1 Except as specifically stated in this Section, the City shall pay for any increase in the employer rate and shall retain any savings from a decrease in the employer rate and for contribution credits (rebates) from CalPERS during the term of this Agreement.

35.5.1.1 Employees shall receive service credit for unused sick leave as provided in Section 20965 of the Government Code.

35.5.1.2 Specific details regarding this program are available to employees from the Human Resources Department.

35.5.2 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 .

35.6 Military Buy Back

The CITY shall allow employees to buy back the employee's military service as provided by Government Code Section 20930.3.

35.7 Alternate Death Benefit for Local Fire Members

The City amended its contract with PERS in August 2003 to add the "Alternate Death Benefit for Local Fire Members Credited with twenty (20) or More Years of Service" as provided by Government Code Section 21547.7

35.8 Additional PERS Contributions for Tier 1 and Tier 2 Members

35.8.1 Effective July 13, 2014, the Fire Managers shall cease paying five percent (5%) of the employer cost of PERS and shall begin to pay one and one half percent (1.5%) of PERSable compensation to the City for the PERS employer cost according to California Government Code Section 20516(f).

35.8.2 Employees shall pay three percent (3%) of PERSable compensation toward the employee share for a total employee share of twelve percent (12.0%) of PERSable compensation.

35.8.3 Effective September 3, 2017, employees will pay an additional 0.35% of base salary toward the cost of pension benefits as permitted by Government Code Section 20516.

35.8.4 Effective the first full pay period following July 1, 2018, employees will pay an additional 0.35% of base salary toward the cost of pension benefits as permitted by Government Code Section 20516.35.9 Should Unit 2, Firefighters, agree to changes in pension contributions that differ from those agreed to by Unit 9 – Fire Management in this Article 35, either party may request in writing to reopen just this Article to discuss modifications thereto.

ARTICLE 36 PERS – "PICK-UP"

36.1 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 37 UNIFORMS

37.1 Employees provided uniforms by the CITY shall wear them while at work and shall be responsible for their normal maintenance and upkeep in accordance with CITY policy.

37.2 The CITY shall replace uniforms for normal wear and tear resulting from CITY work activities.

ARTICLE 38 **COMMUNITY INVOLVEMENT**

38.1 The CITY encourages Fire Managers 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 39 **PEACE OFFICERS**

39.1 Unit Members in the classification of Division Chief Fire Marshal are designated peace officers, when acting in their capacity to enforce laws relating to fire prevention under Penal Code Section 830.37(b).

ARTICLE 40 **MANAGEMENT SALARY PLAN AND PERFORMANCE
EVALUATION SYSTEM**

40.1 All Fire 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 41 **SALARY SCHEDULE**

41.1 Effective September 3, 2017, Fire Managers will received a three percent (3%) cost of living adjustment (COLA.)

41.2 Effective the first full pay period following July 1, 2018, Fire Managers will receive a three percent (3%) COLA.

41.3 Effective the first full pay periof following July 1, 2019, Fire Managers will receive a two and one half percent (2.5%) COLA, subject to the following reopener:

Notwithstanding the foregoing, the City may reopen this subsection 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:

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

(II) 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.

41.4 Should Unit 2, Firefighters, agree to across-the-board wage adjustments that differ from those agreed to by Unit 9 – Fire Management in this Article 41, either party may request in writing to reopen just this Article to discuss modifications thereto. **ARTICLE**

42 **OVERTIME**

42.1 Employees shall be compensated at time and one-half for non-regular hours worked on emergencies outside the CITY, where a written agreement exists that provides for cost reimbursement for the CITY.

ARTICLE 43 **BILINGUAL PAY**

43.1 Fire Managers who are designated as proficient in the Spanish Language shall receive three percent (3%) additional pay. Testing for bilingual pay will be conducted in accordance with the Department's procedure on Spanish bilingual testing. For employees who have promoted from Unit 2 – Firefighting, and have elected to participate in the Fire Management Retiree Stipend, the three percent (3%) additional pay shall be calculated on the base pay prior to any reduction for the Fire Management Retiree Stipend (see Article 34) – Fire Retiree Stipend.

ARTICLE 44 **FIRE EXTRA SHIFT PAY**

44.1 Employees classified as Deputy Fire Chief and non-shift/shift Fire Battalion Chief, subject to approval of the Fire Chief, may work extra shifts to backfill for

an absent Fire Battalion Chief. Employees working extra shifts shall be compensated at one and one-half times their current hourly rate, or one and one-half times the top step of Battalion Chief hourly rate, whichever is less. Fire Extra Shift Pay shall be recorded on the timecard on an hour-per-hour basis using hours code "BO". Fire Managers in a 40-hour assignment shall also record hours code "BO" when assigned to a strike team.

ARTICLE 45 **ASSIGNMENTS ON SCHEDULED DAYS OFF**

45.1 Shift Fire Battalion Chiefs when so assigned by the Fire Chief to attend mandatory meetings or Department events on a regularly scheduled day off shall be compensated at straight time for all hours spent at the meeting or Department Event only if the meeting or Department event exceeds two hours in length.

45.2 The Division Chief/Fire Marshal outside of regular work schedule shall be compensated at straight time for all hours worked when assigned to handle Fire Inspector/Investigator duties including event permit inspections, routine occupancy checks, and fire investigations only if such duties exceed two hours in length. Flex time may be used in-lieu of straight pay.

45.3 Fire Marshal Participation in Fire Inspector/Investigator Rotation

45.3.1 Effective as soon as administratively possible following adoption of this agreement by the City Council, the City and Association agree to the process of rotating the Fire Marshal out of Fire Inspector/Investigator rotation, with the Fire Marshal's participation being reduced to fifty percent (50%) in the second year of the contract, and twenty-five percent (25%) the third year of the contract, with the Fire Marshal being fully phased out of the Fire Inspector/Investigator rotation by the end of the contract term. At the Chief's approval, when the Department has fewer than five (5) trained investigators on staff, the Fire Marshal may be placed back into the Fire Inspector/Investigator rotation.

45.3.2 Effective September 3, 2017, while serving in the Investigator rotation, the Fire Marshal shall be eligible to receive a four dollar and ninety four cent (\$4.94) premium per hour, the equivalent of six hundred thirty two dollars and thirty two cents (\$632.32) per week Fire Inspector/Investigator premium.

ARTICLE 46 **FIRE DEPARTMENT DUTY CHIEF**

46.1 As determined by the Fire Chief, sworn management employees in the Fire Department may be assigned as Duty Chief. When assigned this duty, off-duty employees shall be required to have immediate access to all equipment necessary to respond to Code 3 emergencies. The response requirement and procedures shall be as determined in writing, and may be amended from time to time, by the Fire Chief. Employees assigned responsibility and serving in the role of Duty Chief shall receive a DC assignment premium pay of an additional four dollars and ninety-four cents (\$4.94) per hour for each hour so assigned (equivalent to \$632.32 per week).

46.2 "Duty Chief Assignment Premium Pay" duty is defined as the period of time that a unit employee serving as a DC is required to respond to incidents or other needs of the Fire Department as the Duty Chief.

46.3 DCs shall refrain from activities that might impair his/her performance of assigned duties upon call.

ARTICLE 47 **FIRE DIVISION CHIEF PAY**

47.1 At the discretion of the Fire Chief, Battalion Chiefs may be assigned as Division Chief. A Battalion Chief assigned as Division Chief shall be responsible for developing, implementing, coordinating and supervising a major department-wide program. Employees assigned responsibility and serving in the role of Division Chief shall receive additional pay of six and seven tenths percent (6.7%) of the base pay for Battalion Chief. If the salary for a Battalion Chief assigned as a Division Chief is reduced due to participation in the Fire Management Retiree Stipend, as described in Article 34, (Fire Management Retiree Stipend) the base pay shall be the Battalion Chief salary before the retiree stipend reduction is taken.

ARTICLE 48 **ACTING PAY – DEPUTY FIRE CHIEF/FIRE CHIEF**

48.1 At the discretion of the Fire Chief or the City Manager, Battalion Chiefs may be assigned in an acting or interim basis to the rank of Deputy Fire Chief or Fire Chief. Employees assigned responsibility and serving in the rank of Deputy Fire Chief or Fire Chief shall receive additional pay of ten percent (10%) of the base pay for Battalion Chief or the top step of the assigned position whichever is less.

ARTICLE 49 **DISCIPLINE**

49.1 The CITY shall follow the principles of corrective progressive discipline as outlined in the City of Santa Rosa Personnel Rules and Regulations – Rule Seven (7) – Disciplinary Procedure. Disciplinary action shall be designed to fit the nature of the problem, the severity of the misconduct and the circumstances involved.

49.2 Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations – Rule Seven (7) - Disciplinary Procedure – Section Three (3).

ARTICLE 50 GRIEVANCE

50.1 Definitions:

A grievant is an employee, a group of employees or the ASSOCIATION.

A “grievance” is a claimed violation, misinterpretation, inequitable application or non-compliance with a memorandum of understanding, CITY ordinance, resolution, rule or regulation affecting working conditions; including disputes over discipline, limited to suspensions, reductions in salary, demotions and terminations.

50.2 Informal Grievance Resolution

As soon as possible, but no more than fifteen (15) calendar days after the discovery of the event giving rise to a grievance, the grievant or representative shall present the grievance informally to the involved supervisor; except if the grievance involves the relationship with the supervisor, it shall be submitted to the involved Department Head. The grievant and supervisor have a mutual responsibility to resolve the matter at the lowest possible level.

If the grievance is not resolved through discussion with the supervisor, then the grievant and/or representative shall present the grievance informally to the Department Head. The Department Head shall respond in writing to the grievant if the decision is adverse to the grievant.

Utilization of these informal steps shall be necessary prior to filing a formal grievance.

50.3 Formal Grievance Resolution

If the grievant feels that the issue was not resolved informally, a formal grievance shall be filed within fifteen (15) calendar days from the receipt of the written decision.

A formal grievance shall only be initiated by completing a form provided by the Human Resources Department. This form shall contain:

- A. Name(s) of grievant
- B. Class title(s)
- C. Department
- D. Working Address(es)
- E. A clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding; or other pertinent document involved.
- F. The date on which the grievance occurred.
- G. Proposed solution to the grievance.
- H. Date grievance form completed.
- I. Signature of grievant(s).
- J. Name of organization; or representative, if any, representing the grievant.

Step 1

Within fifteen (15) calendar days after the formal grievance is filed, the Department head or designated representative shall investigate the grievance, shall confer with the grievant and attempt to resolve the issue. The Department head has the responsibility, after considering all pertinent information, to make a decision in writing.

Step 2

If the grievance is unresolved to the satisfaction of the grievant, the grievant may, within ten (10) calendar days after the Department head's decision, request the City Manager/designee to consider the decision rendered by the Department head. Such request shall be in writing and filed with the Human Resources Director.

Step 3

Within ten (10) calendar days after receipt of the written request, the City Manager/designee shall investigate the grievance, confer with persons affected and their representatives to the extent deemed necessary, and render a decision in writing.

If the decision of the City Manager/designee resolved the grievance to the satisfaction of the grievant, it shall be final and binding.

No time limits described in Article 50 may be extended without the mutual written agreement of both parties.

ARTICLE 51 **MEDIATION**

51.1 If a grievance is not resolved during the grievance procedure, the ASSOCIATION and the CITY by mutual agreement, may request the assistance of a professional mediator. If the ASSOCIATION and CITY cannot agree on a mediator, they may request a mediator from the State Mediation and Conciliation Service in an attempt to resolve the grievance.

51.2 The mediator shall not hold a hearing and make recommendation, nor have the authority to resolve the grievance except by agreement of the parties.

51.3 In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

ARTICLE 52 **ARBITRATION**

52.1 The City and Union have agreed that the issue of whether an employee may request Arbitration for a disciplinary grievance in light of amendments to the City Charter shall be resolved and this MOU amended in accordance with the agreement reached by the City and the Police Officer's Association on this issue.

52.2 A grievant may either appeal an unresolved grievance, as defined in 50.1 above, to the Personnel Board as provided in Rule Six (6) of the Personnel Rules and Regulations or petition the ASSOCIATION to present the issue to Arbitration as provided below.

52.3 Only the ASSOCIATION may present an unresolved grievance to arbitration by submitting a letter to the Human Resources Director requesting that the matter be submitted to arbitration. Such letter request must be submitted to the Human Resources Director within fourteen (14) calendar days after the City Manager; or designee, renders a decision. Any grievance submitted to arbitration shall be limited to the grievance originally filed at the first step, except as amended by mutual agreement, and properly processed through the grievance procedure.

52.4 The CITY and the ASSOCIATION shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) calendar days after either party has

notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the CITY and the ASSOCIATION, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the CITY and the ASSOCIATION cannot agree upon the selection of the neutral arbitrator, either party may then request, within ten days, the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons, who are qualified and experienced as labor arbitrators. If the CITY and the ASSOCIATION cannot agree within three (3) calendar days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board. The party making the first strike shall be determined by lot.

52.5 The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the Chairperson of the Arbitration Board and the costs of the preparation of the transcript of the proceedings shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

52.6 The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation in respect to the alleged grievance and determine the remedy or, in the case of a disciplinary action, whether the alleged act or violation actually occurred and if deemed a violation did occur, whether the alleged act or violation actually occurred and if deemed a violation did occur, the level of discipline imposed was appropriate. If deemed not appropriate the arbitrator shall decide the appropriate level of discipline. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the CITY, the ASSOCIATION and the employee affected.

General Conditions

52.7 This procedure shall not preclude emergency suspensions without notice and hearing where the continued presence of the employee would present a hazard to

employees, the public, or the CITY. When an emergency suspension is imposed, the employee shall be assured of due process in accordance with this procedure.

52.8 Time limits may be extended by mutual agreement in writing or by the City Manager when a written request for such an extension is submitted prior to the expiration of the applicable time period.

ARTICLE 53 **CITY RIGHTS**

53.1 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 Policy. These CITY rights include the right to:

- A. Determine and modify the organization of CITY government and its constituent work units.
- B. Determine the nature, stand, levels and mode of delivery of CITY services.
- C. Determine the methods, number and kind of personnel by which services are provided.
- D. Lay off employees, subject to the Personnel Rules and Regulations.

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 the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented.

ARTICLE 54 **EMPLOYEE RIGHTS**

54.1 Employees shall be free to participate in ASSOCIATION activities described in Government Code Section 3500 et. seq., and as set forth in Section 58 of the City Charter, except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with State law and CITY policies, rules and regulations.

ARTICLE 55 **MUTUAL RESPONSIBILITY**

55.1 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 to regular salary for said duties.

ARTICLE 56 TERM

56.1 This Agreement is effective July 1, 2017, and shall expire on June 30, 2020 for the Fire Management employees.

ARTICLE 57 RECOMMENDATION

57.1 The CITY's Meet and Confer Committee shall recommend the ratification of this Agreement to the City Council and the ASSOCIATION's Meet and Confer Committee shall recommend the ratification of this Agreement to the employees in the CITY's Unit #9 – Police Management Association – Fire Safety Management.

RATIFICATION

Chad Heiser Date
Date

golbou ghassemieh

Matt Dahl Date

Ratified:
Santa Rosa Police Management Association

Ratified:
City of Santa Rosa

By: _____
Chad Heiser, President Date

By: _____
Chris Coursey, Mayor Date

Resolution:

EXHIBIT A - VISION AND DENTAL 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 two thousand dollars (\$2,000) (twenty one hundred dollars (\$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%
Prosthodontic 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). A 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>