

**EXHIBIT "A" TO RESOLUTION NO. 28821**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**CITY OF SANTA ROSA**  
**AND THE**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**  
**FOR AND ON BEHALF OF THE EMPLOYEES IN THE**  
**CITY'S UNIT #8 – TRANSIT**  
**JULY 1, 2016 THROUGH JUNE 30, 2017**

## **Management and Unit 8 Compact**

Management and Unit 8 represented by SEIU, Local 1021, wish to formalize a relationship which will survive differences in interests, endure changes in leadership, and extend beyond legal and contractual requirements based on the following principles. We understand and accept that a high degree of trust is essential. Therefore, we will focus on developing and maintaining trust.

We will use the City's Basic Principles in our communication and interactions with one another:

- Focus on the situation, issue, or behavior, not on the person
- Maintain the self-confidence and self-esteem of others
- Maintain constructive relationships
- Take initiative to make things better
- Lead by example
- Think beyond the moment

We will be more responsive to each other's complaints and issues by acting in a timely fashion, informing each other of follow up action taken and working to resolve issues at an informal level.

We agree to establish a labor management meeting that initially meets bi-monthly to utilize the principles outlined above to address issues of mutual concern.

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**ARTICLE 1 DESIGNATION OF PARTIES**

1.1 This Agreement is by and between the City of Santa Rosa, hereinafter referred to as “CITY” and pursuant to Resolution 27082, the Service Employees International Union, Local 1021, hereinafter referred to as “UNION”.

**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 Service Employees International Union, Local 1021 was designated by the City of Santa Rosa City Council as the representative of CITY employees in CITY’s Unit #8, Transit (hereafter “UNIT”). The term “employee” or “employees” as used herein shall refer only to employees employed by CITY in regular full-time or part-time positions in the employer classifications comprising said unit as listed in Article 65 – Wage Schedule.

**ARTICLE 3 CONTRAVENTION OF LAWS**

3.1 The provisions of this document shall be subordinate to any present or subsequent Federal law, State law or City Charter provision.

**ARTICLE 4 SEVERABILITY**

4.1 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 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 or 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 not covered herein which is within the scope of bargaining, as defined by the MMB Act as amended, without first having met and conferred with the UNION.

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 UNION.

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 Successor Agreement: In the event either party wants to renegotiate a successor Agreement, such party shall serve upon the other during the period January 15 to 31 of the last year of the term of this Agreement, its request to begin negotiations amending this Agreement.

6.2 Negotiations on a successor contract shall begin no later than February 14, 2017.

**ARTICLE 7**            **TERM**

7.1 This Agreement shall become effective July 1, 2016, except as specifically described in any article of this Memorandum of Understanding, and shall remain in full force and effect up to and including June 30, 2017 and will continue in effect until the parties execute a successor Agreement or the City Council lawfully takes action to modify the salary and benefits provided hereunder.

**ARTICLE 8**            **RULES AND REGULATIONS**

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

8.1.1 Personnel Rules and Regulations;

8.1.2 Employer-Employee Relations Ordinance.

8.2 CITY shall not change the rules and regulations listed in this article without first providing the UNION with notice and opportunity to negotiate about matters within the scope of representation.

**ARTICLE 9**            **MANAGEMENT RIGHTS**

9.1 The CITY reserves, retains and is vested with any management rights not expressly granted to the UNION by this Agreement, the Personnel Rules and

Regulations or the Employer-Employee Relations Ordinance. These Management rights include the right to:

9.1.1 Determine and modify the organization of CITY government and its constituent work units.

9.1.2 Determine the nature, standard, levels and mode of delivery of CITY services.

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

9.1.4 Lay off employees, subject to the Personnel Rules and Regulations and the City's layoff procedure dated August 8, 2008.

9.2 Should the CITY desire to exercise any of its management rights, the City shall, except in cases of emergency, give the UNION advance, written notice and opportunity to meet and confer within the scope of bargaining as defined by the MMBA.

#### **ARTICLE 10**      **EMPLOYEES' RESPONSIBILITY**

10.1 The UNION recognizes that the business of the CITY is mutually advantageous to employees, the CITY and its citizens and each party agrees to assist the other in any reasonable manner to the end that unjust burden is removed. The UNION agrees to encourage its members to exert their best effort to promote a greater patronage of the CITY facilities and reduce accidents to a minimum.

10.2 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 11**      **DUES CHECKOFF**

11.1 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 deduct current and periodic UNION dues based upon a uniform dues schedule 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  
SEIU, LOCAL 1021, CtW**

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Department \_\_\_\_\_

I authorize the City to deduct from wages earned by me, monthly Union dues as certified to the City by the Workplace Organizer of the Union, and such other deductions which I authorize and to remit the same to the Union at such time and in such manner as may be agreed upon between the City and the Union.

This authorization shall remain in effect for the duration of my employment with the City while I am employed as a Bus Operator or Transit Service Representative or until my termination from the City or until it is revoked by me in writing or until SEIU 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 Union when certifying membership dues:

CERTIFICATION OF \_\_\_\_\_ I certify that  
the membership dues for employees in the Unit is \$ \_\_\_\_\_ per \_\_\_\_\_.  
Date \_\_\_\_\_ Signature \_\_\_\_\_  
Workplace Organizer/Designee

11.2 Payroll deductions shall be made bi-weekly. However, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Union Dues" and (2) the amount of the bi-weekly membership dues certified by the UNION 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 day of the calendar month prior to the change becoming effective. This does not apply to "Special Assessments or penalties" levied by the UNION that are over and above the regular paid dues.

11.3 An employee may revoke his/her "Voluntary Authorization for Deduction of Union Dues" only as provided by the terms of his/her voluntary authorization. All sums deducted by the CITY shall be remitted to the UNION at an address given to the CITY by the UNION, 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 for whom a deduction was made. The CITY will also notify the UNION of the name of each employee who revokes his "Voluntary Authorization for Deduction of Union Dues." This does not apply to "Special Assessments or penalties" levied by the UNION that are over and above the regular paid dues.

11.4 The CITY shall not be liable to the UNION 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. In addition, the UNION 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 12**      **MAINTENANCE OF MEMBERSHIP**

12.1 Employees covered by this Agreement who are members of the UNION on the date this Agreement is executed shall, subject to the following, maintain their membership in the UNION for the duration thereof subject to the provisions set forth below. All other employees in the Unit shall have the option of joining or not joining the UNION. Employees electing to voluntarily join the UNION shall maintain their membership in the UNION for the duration of this Agreement subject to the provisions set forth below:

12.2 Each and all of the above employees shall have the right and the option to withdraw from membership in the UNION, including any obligation for payment of dues to the UNION, by so notifying the CITY in writing during the month of April in the last year of the term of this Agreement. The notice of withdrawal will be effective the first

pay period of the following July. Employees who exercise their right to withdraw from the UNION shall be subject to the terms of Article 13 below.

12.3 An employee so withdrawing from the UNION shall not be subject to unilateral discrimination or suffer any adverse effect upon his/her working conditions by reason of said withdrawal and shall continue to enjoy all benefits and privileges provided by the CITY to members of the UNION.

12.4 The UNION shall indemnify and hold the CITY harmless from any liability resulting from any claims, demands, lawsuits, or any other action arising from compliance with any of the provisions of this Section.

### **ARTICLE 13**      **AGENCY FEE**

13.1 As a condition of employment, any employee who is not a member of the UNION, or who does not make application for membership within thirty (30) days of the effective date of this Section or thirty (30) days of the commencement of assigned duties, shall pay an agency fee to the UNION. If an employee does not make application for membership within the prescribed time, the employee shall be notified by the CITY or UNION that he or she is required by the collective bargaining Agreement to pay an agency fee to the UNION. To accomplish that, the employee will be asked to prepare an application card. If the employee refuses to complete an application card, the default option shall be an automatic enrollment as an agency fee payer. The CITY shall deduct the agency fee from that employee's paycheck.

13.2 The agency fee shall be equal to the dues paid by members in a similar dues category less that portion of dues which represents political or ideological spending not related to collective bargaining or employment matters. If a fee payer believes the UNION has not deducted a sufficient amount to offset its expenditure on political or ideological spending not related to collective bargaining or employment matters, the fee payer may appeal the fee amount. UNION agrees to send each fee payer a personal letter advising them of their right to appeal, plus the forms needed and the procedures to be followed.

13.3 Any employee who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the UNION.

Such employee shall pay, in lieu of an agency fee, sums equal to such fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation:

13.3.1 International Red Cross

13.3.2 Council on Aging

13.3.3 SCPEO/Headstart

13.4 The UNION shall comply with the financial record-keeping and reporting requirements of Government Code Section 3502.5(d) or its successor provision.

13.5 The UNION shall defend, indemnify, hold harmless, release and save the CITY, its agents and employees, from and against any and all claims, costs demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article, including, but not limited to, the collection and procedures for collecting of agency shop service fees and the amount of such fees. This defense and indemnity obligation specifically includes a claim or lawsuit by an employee who refuses to prepare an application card and whose agency fee payment is deducted from his or her paycheck by the CITY in Article 13.1. This Section shall be in addition to any other remedy available to the CITY under this Agreement or provision of law.

13.6 It is recognized that the UNION, as exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to UNION membership or non-membership or their assertion of rights under this Agreement.

#### **ARTICLE 14            OFFICERS AND COMMITTEES**

14.1 The UNION agrees to notify the CITY in writing of the duly accredited representatives and committees representing the UNION, immediately upon their election or appointment to such offices.

14.2 The CITY will cooperate with duly authorized and accredited representatives of employees in furnishing appropriate information when so requested.

#### **ARTICLE 15            BULLETIN BOARDS**

15.1 CITY will furnish and the UNION will maintain a lockable bulletin board at a location agreeable to the parties.

15.2 Such bulletin board shall be used only for the following subjects:

15.2.1 Notice of membership and board meetings;

15.2.2 Minutes of membership and board meetings;

- 15.2.3 Notice of UNION elections and election results;
- 15.2.4 Roster of UNION officers;
- 15.2.5 Announcements of purely social events and functions;
- 15.2.6 The UNION Newsletter;
- 15.2.7 Notice of appointments to committees; and
- 15.2.8 Any other written material which has first been approved by the

Department Head or designee.

15.3 Materials not included in categories (15.2.1) through (15.2.7) above which the UNION wishes to post shall be submitted to the Department Head or designee for approval or rejection; the Department Head or designee shall have forty-eight (48) hours during the week or seventy-two (72) hours over a weekend to approve or reject the materials. If the Department Head or designee has not reported approval or rejection to the UNION within the forty-eight (48) or seventy-two (72) hour period, the request for posting shall be deemed granted and the UNION may post the materials at that point. If rejection of the materials is made within the appropriate time limit, the UNION shall have the right to appeal the decision within two (2) working days to the Director of Human Resources or designee who shall have twenty-four (24) hours (or 72 hours over the weekend) within which to accept or reject the appeal.

15.4 In no event shall the bulletin board be used to post material which is libelous or defamatory; pornographic or obscene; offensive to ethnic or sexual groups; or totally unrelated to the normal business of the UNION or the Employer-Employee Relations process.

## **ARTICLE 16**      **EMPLOYEES ENTERING OR LEAVING SERVICE**

16.1 For classifications within the Unit, the CITY shall notify the UNION in writing of the name of each new employee and of each employee who leaves CITY service.

16.2 Such written notice shall be given to the UNION within ten (10) working days.

16.3 The CITY shall give each new employee a copy of the Agreement existing between the parties.

**ARTICLE 17**            **PROBATION AND TRANSITION IN EMPLOYMENT STATUS**

17.1 An applicant who has entered the service of the CITY in an effort to obtain employment in a regular position will be given a probationary period of two thousand eighty (2,080) hours in which to demonstrate his/her ability to properly carry on the duties of a Transit Service Representative or Bus Operator, following completion of any Trainee status period.

17.2 An employee is a “probationary employee” for the first two thousand eighty (2,080) hours worked from start date in a non-Trainee status regular-probationary position within the classification. Periods of absence from work shall not be counted towards completion of the probationary period.

17.3 All matters concerning the discipline, layoff or termination of a probationary employee shall not be subject to the grievance procedures as set forth in the Personnel Rules and Regulations Rule 3.

17.4 A probationary employee shall have no seniority, except choice of assignment or as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire as a probationary employee within the classification.

17.5 Regular Part Time Bus Operator Benefit Eligibility

17.5.1 Upon successful completion of the probationary period outlined in Article 17.2, the FTE for Regular Part-Time Bus Operators will increase to .95 FTE for the purposes of benefit eligibility. Salary will continue to be based on hours in a paid status. The Department management will work to provide as close to .95 FTE scheduled hours as possible.

17.5.2 Upon completion of an initial period of 4160 hours in a paid status, Regular Part-Time Bus Operators will increase to 1.0 FTE for the purposes of health, vision and dental benefits.

17.6 Regular Part-Time (PPT) Bus Operators will transition to full-time Bus Operator vacancies based on completion of probation, seniority based on hire date, and performing their duties without receiving a formal disciplinary action within the previous 2080 hours in a paid status. For the purposes of this MOU:

17.6.1 Disciplinary actions are defined as ‘formal’ when they are eligible

for a pre-disciplinary hearing as set forth in the Santa Rosa Personnel Rules & Regulations, Rule 7, Section 6.7, Pre-Disciplinary (Skelly) Hearing. Verbal and Written Reprimands are not considered 'formal discipline'.

17.6.2 Ineligibility for transition following a formal discipline shall commence upon receipt of the Notice of Discipline (Santa Rosa Personnel Rules & Regulations, Rule 7, Section 6.10, Imposition of Discipline).

17.7 An employee denied transition based on prior formal discipline will regain eligibility for transition provided 1) the employee has at least 2080 hours in a paid status from the date of their last Notice of Discipline and 2) they are the most senior PPT Bus Operator at the time a transition-eligible full time Bus Operator vacancy becomes available.

17.8 A PPT Bus Operator may defer being transitioned to a FT Bus Operator vacancy and remain at the top of the transition list to FT Bus Operator by submitting a written request to do so to the Transit Superintendent prior to the date of transition. Eligibility for transition to FT Bus Operator remains subject to Article 17.6.

#### **ARTICLE 18**            **TERMINATION - LEAVE ACCRUALS**

18.1 Employees shall be paid for unused vacation, upon termination from the CITY at which time he/she shall receive a lump sum payment for all unused vacation time and time granted in lieu of holidays, if any, subject to the maximum accrual provisions.

18.2 Employees terminating and subsequently reemployed are subject to reinstatement rules contained within the Personnel Rules and Regulations, which can be found at the following link: <http://ci.santa-rosa.ca.us/doclib/Documents/RulesRegs%20Master%20Copy%2012-17-02.pdf>

#### **ARTICLE 19**            **PUBLIC COMPLAINTS**

19.1 Complaints from the public shall be filed on a form supplied by the CITY in accordance with the Bus Operator SOP Complaint Procedures agreed to by the parties. This procedure shall not be modified during the term of this Agreement without the mutual agreement of both parties.

#### **ARTICLE 20**            **ATTENDING INVESTIGATION**

20.1 Employees required by the CITY to attend investigations during their assigned working hours will be granted paid release time to attend the investigation.

20.2 If the CITY requires employees to attend investigations on their days off, they shall be paid a minimum of two (2) hours of their pay computed at time and a half. Additional hours over two (2) required to attend investigations shall be compensated in the same manner.

**ARTICLE 21**            **UNIFORMS**

21.1 The employee must wear a neat, clean uniform of CITY specifications, as provided by the CITY. Normal maintenance and upkeep is the responsibility of the employee. Replacement of uniforms for normal wear and tear shall be the obligation of the CITY.

21.2 The City shall provide Bus Operators and Transit Service Representatives an allowance of \$120 on the first paycheck of August of each fiscal year for the purchase of footwear. New employees shall receive the allowance within one month of date of hire. Employees shall only receive one footwear allowance per fiscal year. Footwear shall comply with Transit Division guidelines.

**ARTICLE 22**            **EMPLOYEE AND UNION RIGHTS**

22.1 UNION members will be permitted to wear reasonably sized union emblems, approximately 1" x 1" in size, on service uniforms.

22.2 Employees shall be free to participate in UNION activities without interference, intimidation or discrimination in accordance with State law and CITY policies, rules and regulations.

**ARTICLE 23**            **BADGES, ORNAMENTS, ETC.**

23.1 Bus Operators and Transit Service Representatives will not be required to bear the expense of CITY badges, or ornaments or service insignia, name plates, ticket punches, rule books or other equipment necessary to the execution of their duties, but they will be held accountable for same. If lost or rendered unserviceable beyond that occasioned by ordinary wear and tear, employee will be required to pay for same at replacement prices.

**ARTICLE 24**            **WORK SCHEDULE**

24.1 Wage Order 9 Compliance

24.1.1 To ensure compliance with the State of California Industrial Wage Board, Wage Order 9, Article 11 (F) "Meal Breaks" and Article 12 (C) "Rest Periods" the CITY and UNION agree that:



24.1.1.1 They are operating under a valid collective bargaining agreement.

24.1.1.2 Provisions of the collective bargaining agreement concerning meal periods and rest breaks are subject to the grievance process, including binding arbitration, laid out in this article.

24.1.1.3 That the CITY pays premium wage rates for all overtime hours worked by members of the UNION.

24.1.1.4 That the regular hourly rate of pay is not less than 30 percent or more than the State minimum wage rate.

## 24.2 Work Week

24.2.1 The work week for all members of the unit shall be 168 regular recurring hours. For employees working a 5/40 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday.

## 24.3 Work Hours

24.3.1 Full time employees shall be scheduled for forty (40) hours within a five (5) day period during the work week as defined in Article 24.2.1. Work hours are subject to the provisions of 24.5 and 24.6 below.

24.3.2 If, due to funding or service needs, the CITY seeks to depart from current practice, it shall notify the UNION. At the request of the UNION, the parties shall negotiate the change of practice, as well as the effects of the change. CITY shall not implement such changes without agreement of UNION for at least forty-five (45) days after receipt of notice by UNION.

24.3.3 Travel time will be paid as part of each shift in which a bus operator either provides or receives shift relief to another operator in the field.

## 24.4 Days Off

24.4.1 It is the CITY's intent to minimize the number of schedules with non-consecutive days off. Therefore, days off will be consecutive whenever this does not increase costs to the CITY.

## 24.5 Meal Periods

24.5.1 Employees may receive a meal period during each work shift as near the middle of the shift as possible. Any employee, who is required to work more

than five (5) hours without a meal period, shall be paid one-half hour (30 minutes) at the regular hourly rate for that shift.

24.5.2 Any employee who works over ten (10) hours in a single day without a meal period shall also be paid for an additional one-half hour (30 minutes) meal period at one and a half (1.5) the regular rate of pay for that shift.

24.5.3 Any disputes related to this sub-article, concerning meal periods, shall be subject to the grievance process, including binding arbitration as provided in this article.

## 24.6 Rest Breaks

24.6.1 Each regular bid shift will receive recovery periods in lieu of rest breaks.

24.6.2 Any regular bid shift that does not regularly receive these recovery periods will be referred to the Labor/Management committee to determine the shift adjustments necessary to ensure the recovery periods take place.

24.6.3 Any disputes related to this sub-article, concerning rest breaks, shall be subject to the grievance process, including binding arbitration, as provided in this article.

## 24.7 Work Day

24.7.1 When the work performed on a regular bid run is in excess of a spread of ten (10) hours in any one day, the CITY will pay a two dollar (\$2.00) premium each hour, for the eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hours of work.

24.7.2 In addition to the above, when the work performed on a regular bid run is in excess of a spread of twelve (12) hours in any one day, the CITY will pay one and one-half (1-1/2) times the regular straight time hourly rate of pay for all hours worked in excess of twelve (12) hours.

24.7.3 The spread is defined as report time at the beginning of the work day to turn in time at the end of the work day.

## 24.8 Grievances for Meal Periods and Rest Breaks

24.8.1 This sub-article shall only apply to grievances initiated under sub-articles 24.5 "Meal Periods" and 24.6 "Rest Breaks".

24.8.2 Grievances shall follow the established grievance procedures in the City of Santa Rosa Personnel Rules & Regulations, Rule 6 "Grievance Procedures."

### 24.8.3 Mediation

24.8.3.1 If a grievance is not resolved during the grievance procedure, the UNION and the CITY by mutual agreement, may request the assistance of a mediator in an attempt to resolve the grievance.

24.8.3.2 The mediator shall neither hold a formal hearing, nor make a recommendation, nor have the authority to resolve the grievance except by agreement of the parties.

24.8.3.3 In the event the grievance is not resolved, no concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

### 24.8.4 Personnel Board or Arbitration

24.8.4.1 A grievant may either appeal the unresolved grievance to the Personnel Board as provided in Rule 8 of the Personnel Rules & Regulations, or may petition the UNION to present the grievance to Binding Arbitration as provided below.

24.8.4.2 Only the UNION may present an unresolved grievance to binding 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 receipt to the City Manager or designee's decision, or fourteen (14) calendar days after the grievance hearing. 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.

24.8.4.3 The CITY and the UNION shall attempt to agree on a neutral arbitrator. In the event that the CITY and the UNION 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 UNION cannot agree within three (3) 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. The party making the first strike shall be determined by lot.

24.8.4.4 The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the Arbitrator 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.

24.8.4.5 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. 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 UNION and the employee affected.

## **ARTICLE 25**            **DESCRIPTION OF RUNS**

25.1 In order to facilitate the operation of the provisions of the Agreement, all operators will be supplied with a description of each run and assignment by number and its description will include all details in connection therewith. The following will be specifically covered:

25.1.1 Sign on and off time of assignment.

25.1.2 Leaving and arriving time of schedules operated.

25.1.3 Routes traveled.

25.2 Bus stops will be clearly marked and free from vertical and horizontal obstructions.

## **ARTICLE 26**            **BUS OPERATORS BIDDING OF WORK ASSIGNMENTS**

26.1 Definitions

26.1.1 QUARTERLY BID: A process by which all full time operators select their assignments from the available full-time work shifts by bid seniority as defined in Article 26.2. This process takes place every three months.

26.1.2 BID GROUP: Groupings, by order of immediate bid seniority, of several bus operators who place their shift bids at the same scheduled time.

26.1.3 NON-WORKING STATUS: For the purpose of Article 26, “non-working status” is defined as an operator not being cleared for work by a physician at the time of the bid.

26.1.4 OPERATOR’S BID REQUEST FORM: Form submitted by operators to select work assignments. An example of this form is in the Bus Operator’s Handbook.

26.1.5 BID LIST: Form posted to show bid status and assignments that are taken, available, and available as proxy. An example of this form is in the Bus Operator’s Handbook.

26.1.6 PROXY BID: Operators, who are non-working status at the time of the bid, secure a shift by seniority they will occupy upon return to work and the next weekly schedule is posted (This process allows operators in a working status and of lesser seniority to bid on shifts occupied by senior operators in a non-working status at the time of the bid).

## 26.2 Quarterly Bid:

26.2.1 The bidding of regular and scheduled relief assignments for full-time bus operators shall be conducted every three (3) months. The bidding process shall be conducted within a period of seven (7) working days exclusive of Saturday, Sundays and fixed holidays. The bid shall usually be conducted during the first two (2) weeks of the month prior to the month in which the new bid is to be implemented.

26.2.2 A schedule indicating the deadline by which each operator, within a Bid Group, is to submit their request will be made available to all eligible operators. Operators whose Bid Group is scheduled to bid in the A.M. must submit their bids by no later than noon on their designated day. Operators whose Bid Group is scheduled to bid in the P.M. must do so by no later than 9:00 P.M. on their designated day. Any operator who is unable to deliver their bid in person during their scheduled bidding period may have their bid delivered by other means or submit it ahead of time.

26.2.3 Operators must prioritize their bid selections, by order of preference, in accordance with the grid on the Operator’s Bid Request Form. A sufficient number of selections must be made and prioritized to ensure one will remain unclaimed following selections by those operators of higher seniority within their Bid Group.

26.2.4 Operators who do not submit their bids by their posted deadline may still participate in the bidding process. Late bids will be administered in order of seniority following the scheduled bids of all other operators within their Bid Group who have timely submitted bids.

26.2.5 All bids must be submitted to a Transit Field Supervisor or designee on an official Operator's Bid Request Form. Bids tendered by other means will not be accepted. Upon receipt of each Bid Request form, a Transit Field Supervisor or designee shall sign the form and note on it the time that it was submitted. A bid will be considered final upon receipt and signature by a Transit Field Supervisor or designee. A final bid may not be modified by the Operator.

26.2.6 The progress of the bid may be monitored on the Bid List, which will be posted on the Drivers' Lounge notice board. This will be updated by 5:10 A.M. and 12:20 P.M. daily, following the completion of each Bid Group, for the duration of the bidding period. Each full-time regular Bus Operator, in descending order of seniority, shall select an assignment from among those remaining following the selection by employees of greater seniority. Information describing the available assignments shall include start and stop times, routes, and days off.

26.2.7 Operators who are on vacation during the bidding process are required to submit their bids in advance. Operators who are absent on industrial leave or with an extended illness at the time of the bid process shall indicate their non-working status on the Operator's Bid Request, and their Proxy bid choice will be available to operators of lesser seniority. Shifts that are available from Proxy Bids will be indicated on the Bid List. Operators who submit a Proxy Bid, upon returning from non-working status, shall occupy an open shift until the next published work schedule, at which time they will assume their regular bid shift.

26.2.8 Operators who select an assignment with a Proxy Bid on it may occupy that shift until the operator who submitted the Proxy Bid returns to work. An operator may only bid on one (1) assignment that has a Proxy Bid on it, in addition to their seniority bid shift. All operators must indicate on their bid Request form as to whether or not they wish to accept an assignment which has a Proxy Bid. Operators in a non-working status at the time of the Quarterly Bid cannot bid on assignments that have Proxy Bids.

26.2.9 It is the responsibility of operators who are on vacation, and assigned a shift with a Proxy Bid, to ascertain if their assignment has been changed prior to returning from vacation, due to the return to work of the Proxy Bid operator.

26.3 Limited Re-Bid: If during the first forty-five (45) days following the implementation of a quarterly bid one or more operators leave the classification of Full-time Bus Operator, a limited re-bid will be conducted among those operators of lesser seniority. Only vacated assignments will be available for selection during such limited re-bids.

26.4 Service Change bid: In the event a planned service change which affects the bidding of work assignments does not coincide with the normal bid schedule, operators will be advised a minimum of two (2) weeks prior to the service change and a new bid shall be conducted in the same manner as a Quarterly Bid. Regular bidding of assignments will resume on the normal schedule following this Service Change Bid.

26.5 Service Change Limited Re-Bid: Minor service changes which effect less than 50% of a single route will be implemented immediately. The Bus Operator impacted by the minor change will have up to five (5) working days following implementation of the change to request a Service Change Limited Re-Bid. A Service Change Limited Re-Bid will be posted within two (2) business days of any such request and be conducted in the same manner as a Limited Re-Bid, from the impacted Bus Operator to the least senior Bus Operator.

26.6 UNION Review of the New Bid Schedules: Upon conclusion of each of the bids and re-bids as detailed above, a Transit field Supervisor shall prepare a Bus Operator Work Schedule reflecting the bid results. This work schedule shall be provided to a UNION representative for review twenty-four (24) hours in advance of issuing the work schedule to the unit. Any errors shall be brought to the Transit Field Supervisor's attention within the 24-hour review period for resolution prior to issuing the schedule to the unit. No grievances may be filed for bid related issues raised subsequent to the review period.

**ARTICLE 27**            **TRANSIT SERVICE REPRESENTATIVES QUARTERLY**  
**SHIFT BID**

27.1 Transit Service Representatives (TSR's) shall bid for available shifts each quarter, concurrent with the Bus Operator shift bids. The principles of seniority outlined in Article 28 shall apply for conducting the TSR's bid.

27.2 The TSR Shift Bid shall be conducted on a day two weeks prior to implementation of the bid when a minimum of two TSRs are available. If a TSR is not available for bid due to scheduled time off he or she may submit a bid prior to leaving. In this circumstance the bidding TSR shall submit, in order of preference, three choices. On the day of the bid, each TSR shall submit their bids by 3:00 p.m. Failure to submit a Shift Bid will result in being moved to the bottom of the shift bid list.

27.3 All shift bids shall be submitted on a Transit Service Representative Shift Bid Sheet.

27.4 Management shall retain the right to adjust TSR schedules, regardless of bid preference in order to meet coverage obligations during periods of reduced staffing. TSR's will remain on their bid work schedule when all TSR's are working

27.5 TSR absences of more than one week require schedule revisions for the remaining TSRs. The shifts available during that period shall be offered to the available TSR's for bid in seniority order. TSR's will return to their quarterly bid work schedule upon return of the absent or vacationing TSR.

**ARTICLE 28**            **SENIORITY DEFINITION AND USE OF SENIORITY**

28.1 Definition

For the purpose of this Agreement, the following definitions shall apply:

28.1.1 City Seniority: for the purposes of the City's Lay-Off Procedure is defined as the time served in regular job classifications regardless of probationary status. City seniority is a term commonly used in all City departments.

28.1.2 Rate/Job Class Seniority: for the purposes of the City's Lay-Off Procedure is defined as the time served in a regular job classification regardless of probationary status. Rate Class Seniority is a term commonly used in all City departments.

28.1.3 Bid Seniority: Bid Seniority is determined by the time an employee served in the Bus Operator (full time) job classification or the time an



employee served in the Transit Service Representative classification. Bid Seniority shall apply to Articles 26 and 27 in this MOU.

#### 28.2 Statement of Principles of Seniority

In the event of any reduction in the work force, the CITY will use the Lay-Off Procedure dated August 8, 2008 and apply the definitions of seniority contained therein.

### **ARTICLE 29**      **BID SENIORITY**

29.1 Bid seniority shall be utilized in Articles 26 and 27 contained in this MOU. In the event of a dispute arising when two (2) or more employees have the same transition date to Bus Operator (full time) or Transit Service Representative, the employee's birth date will determine Bid Seniority, with the oldest first and the remaining in descending order of age.

29.2 Loss of Bid Seniority: Bid seniority shall be terminated by:

29.2.1 Resignation;

29.2.2 Retirement;

### **ARTICLE 30**      **EMPLOYEE AND BID SENIORITY LISTS**

30.1 The CITY shall prepare and maintain an employee list which shall show the name, classification title, department and section number and seniority date of all employees. The UNION shall be given two (2) copies of the list within thirty (30) calendar days after the date of this Agreement, and thereafter a current list every six (6) months.

30.2 These lists shall be deemed correct as to an employee's hire date unless the employee, or the UNION for the employee, notifies the CITY as to the contrary in writing within five (5) working days after the list is received by the UNION.

30.3 The department shall produce a seniority bid list quarterly.

### **ARTICLE 31**      **OFFICERS AND LEAVES OF ABSENCE**

31.1 Members of the UNION requesting a leave of absence to hold a UNION office or position must comply with City's policy on Leave of Absence which can be found at:

[http://cityweb.srcity.org/Departments/HR/policies\\_procedures/Leave%20of%20Absence.doc](http://cityweb.srcity.org/Departments/HR/policies_procedures/Leave%20of%20Absence.doc)

**ARTICLE 32**            **NON-INDUSTRIAL MEDICAL LEAVE**

32.1 An employee who (1) is unable to work because of non-industrial personal sickness or injury or (2) has exhausted all paid leave balances may be granted a leave of absence without pay upon request in writing and upon furnishing evidence of disability satisfactory to the CITY. Such requested evidence may be furnished by the UNION or a relative of the employee. The leave of absence shall be for the period of continuing disability but not to exceed six (6) months, unless extended by the CITY. In no case shall a leave of absence and extension due to sickness or non-industrial injury exceed one (1) year unless extended by the City Manager. In so doing, the City Manager may request satisfactory evidence of continuing disability and that the employee is receiving appropriate medical treatment. The employee's medical treatment and the CITY physician's opinion shall be used to determine the continuing disability.

**ARTICLE 33**            **PERSONAL LEAVE**

33.1 An employee for personal reasons may be granted a leave of absence without pay by the CITY for a period not to exceed three (3) months. The leave may be extended for additional periods, but in no case shall a personal leave and extensions exceed six (6) months. To be eligible for personal leave of absence without pay, an employee must first use all of his/her vacation and floating holidays. A leave for personal reasons as herein provided may not be used to extend or compound a leave of absence granted under any other provision of this Agreement.

**ARTICLE 34**            **UNPAID UNION LEAVE**

34.1 An employee who serves as an officer or Board Member of SEIU 1021, shall be able to take off up to 18 days unpaid union leave, annually, to perform the duties of their position. Requests for unpaid union leave related to this article require notification of no less than seven calendar days to the Transit Field Supervisors. For an employee to be eligible for such union leave, the CITY must receive official written notification from the SEIU 1021 Field Representative about the election or appointment of the employee as an officer or Board Member of SEIU 1021.

**ARTICLE 35**            **UNION RELEASE TIME**

35.1 Eighty (80) hours of release time will be provided annually to be shared between identified shop stewards. The following conditions apply to the use of release time:

35.1.1 Advanced notification must be consistent with the notification required for vacation requests.

35.1.2 Paid release time will not be counted as hours worked with regard to Fair Labor Standards Act (FLSA) or Memorandum of Understanding (MOU) overtime.

35.1.3 Any overtime generated as a result of release time will be paid by SEIU1021 at a rate of Step 3 Bus Operator.

35.1.4 A maximum of 1 steward at a time, is authorized to receive paid release time.

35.2 An employee who is elected or selected by the UNION, upon written request of the Field Representative of the UNION, may be granted an excused absence without pay for a period of time sufficient to attend conferences or conventions. An employee on such approved excused absence shall be eligible for holiday pay.

**ARTICLE 36**            **GENERAL CONDITIONS FOR LEAVES OF ABSENCE**

36.1 An employee who desires a leave of absence from work without pay shall file a written request with the Department Head on forms provided by the Human Resources Department, stating the title of his/her position, the beginning and ending dates of the requested leave and a full statement of the reasons for such a request.

36.2 The Department Head may grant or deny such leave for a period not to exceed three (3) work days. Request for additional leave must be submitted in the same manner to the City Manager.

36.3 The CITY may require an employee returning after a leave of absence, for reasons of health or for a period of time in excess of sixty (60) days for any reason, to pass such medical examination as deemed necessary for reinstatement at CITY expense.

36.4 In addition, and in order to be eligible to return to active employment, an employee returning from a medical leave of absence must provide, prior to the end of the leave, a statement from the employee's physician releasing the employee to return to work.

36.5 During a leave of absence, except as otherwise required by law an employee will not accrue any benefits, sick leave, nor be eligible for any payment for time off as provided by this Agreement.

36.6 Subject to and consistent with all insurance programs and the City's Leave of Absence Policy, coverage may be continued during a leave of absence without pay provided direct payment of the total premium is made by the employee in a manner prescribed by the CITY. However, 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.

36.7 During a leave of absence no contribution shall be made to the employee's retirement plan by either the employee or the CITY. At the same time, benefits shall not accrue during a leave of absence, contributions cannot be withdrawn nor are they forfeited.

#### **ARTICLE 37**      **JURY DUTY – COURT APPEARANCE**

37.1 An employee required to appear in court for any of the following reasons or purposes shall be paid the amount that would have been earned in his/her regular day's assignment plus the necessary expenses.

37.2 Expenses will be paid only under these conditions:

37.2.1 Court appearances at the request of the CITY.

37.2.2 Jury duty, provided that such member who is called for and serves on jury duty, shall remit to the CITY such jury fees as received.

37.2.3 Court appearances in answer to subpoena arising from an event or transaction he or she witnessed while in the performance of the duties, duly served, other than appearances as a witness adverse to the CITY. Other appearances in answer to subpoena duly served will be subject to applicable law.

#### **ARTICLE 38**      **MILITARY LEAVE**

38.1 An employee may be absent on military leave as authorized in the Military and Veterans Code of California. The employee shall furnish to the CITY satisfactory proof of his/her orders to report for duty and of his/her actual service pursuant to such orders. Employees with less than one (1) year credited service shall take such leave without compensation from the CITY or as provided in Applicable Federal and State laws.

**ARTICLE 39**            **BEREAVEMENT LEAVE**

39.1 Employees may take up to forty (40) hours of bereavement leave because of death in the immediate family based on the employee's situation, responsibilities and needs. For the purpose of bereavement leave, immediate family shall mean spouse, state-registered domestic partner, father, father-in-law, mother, mother-in-law, brother, sister, child (including stepchildren), stepparents, grandparents and grandchildren of the employee or parents and children of the employee's state-registered domestic partner. Payment for bereavement leave shall only be made under the provision set forth above.

**ARTICLE 40**            **INDUSTRIAL INJURY OR ILLNESS LEAVE**

40.1 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.

40.2 Industrial disability claims may be investigated if the employee's immediate supervisor is not notified of the nature of the disability as soon as possible. The employee's supervisor must complete a Notice of Injury Form within twenty-four (24) hours of the notification of the injury.

40.2.1 In all cases the CITY may require a medical release and/or medical examination before an employee who has been on industrial leave returns to work.

40.3 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.

**City Supplemental Workers' Compensation Plan:**

40.4 This plan supplements the State plan and provides:

40.4.1 The employee shall receive full salary from the CITY.

40.4.2 This plan provides for full salary continuation with employees sick leave accrual being charged at the rate of one half (1/2) for each day of absence for employees making over \$30.00 per hour and one fourth (1/4) for each day of absence for employees earning \$30.00 per hour or less.

40.4.3 Payments shall be based on a seven (7) day week.

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

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

State Workers' Compensation Plan:

40.5 This plan is the state-wide plan which shall be strictly adhered to and provides:

40.5.1 The employee shall receive sixty-six and two-thirds (66 2/3) of salary to a maximum prescribed by State law.

40.5.2 No sick leave shall be charged to the employee.

40.5.3 Salary payments shall be based on a seven (7) day week.

40.5.4 No regular CITY salary shall be paid.

40.5.5 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.

40.6 Sick leave for industrial injury shall not be allowed for a disability resulting from sickness, self-inflicted injury or willful misconduct.

**ARTICLE 41**      **SICK LEAVE**

41.1 Each regular full-time employee shall earn and may accumulate sick leave as follows:

<b><u>HOURS EARNED MONTHLY</u></b>	<b><u>HOURS EARNED ANNUALLY</u></b>	<b><u>MAXIMUM HOURS OF ACCUMULATION</u></b>
8	96	No Limit

41.2 Regular part-time employees shall accrue sick leave on a prorated basis based on actual hours worked.

41.3 Sick leave shall not be considered as a right which an employee may use at his or her discretion and shall be allowed only in case of actual sickness or disability of employee or dependent as authorized by State law and/or City Policy, or for medical appointments.

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

41.5 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 ([http://cityweb.srcity.org/departments/hr/policies\\_procedures/Personnel%20Rules%20and%20Regulations.pdf](http://cityweb.srcity.org/departments/hr/policies_procedures/Personnel%20Rules%20and%20Regulations.pdf)).

41.6 If an employee has not recovered by the time he has exhausted his/her accumulated paid leave balances, 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.

41.7 During the initial probationary period of employment, sick leave for the probationary employee shall accrue at the same rate as provided above, except that the City Manager may allow a probationary employee up to 48 hours of sick leave with pay, prorated for regular part-time employees, before it has accrued. An employee must exhaust all existing leave balances prior to receiving the sick leave advance.

41.8 On taking sick leave time, A.M. shift employees shall telephone the voice mail of the on-duty supervisor a minimum of ninety (90) minutes prior to the time set for beginning daily duties or by another time specified by the CITY unless beyond the control of the employee.

41.9 On taking sick leave time, P.M. shift employees shall telephone the voice mail of the on-duty supervisor a minimum of three (3) hours prior to the time set for beginning daily duties or by another time specified by the CITY unless beyond the control of the employee.

41.10 For the purpose of charging sick leave, the minimum sick leave chargeable shall be one (1) working hour.

41.11 An employee shall be eligible for sick leave when he/she is unable to work because of disability due to sickness or injury.

41.12 Employees may use hours of accumulated sick leave during the fiscal year for the illness or injury of their spouse, state-registered domestic partner, child or stepchild, parent, or child of employee's state-registered domestic partner and any dependent for which the employee serves in "loco parentis" status.

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

41.13.1 Participating in a criminal act;

41.13.2 Working for an employer other than the CITY;

41.13.3 During vacation unless the employee was confined to a hospital or its equivalent;

41.13.4 During a layoff, leave of absence, or disciplinary layoff;

41.13.5 After a termination date.

41.14 Sick leave shall continue to accrue while an employee is on vacation, on sick leave or on job-connected injury leave.

41.15 Any employee who retires or whose position is eliminated, and who has completed ten (10) consecutive years of employment as a regular employee with the CITY may receive payment for fifty percent (50%) 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 their entire balance of their sick leave to service credit as provided in Government Code 20862.8 described in Article 58.7. Sick leave conversion to service credit shall be available for employees who retire with CalPERS within 120 days of separation from the City. The rate of compensation to the employee shall be his/her rate of compensation at the time he/she leaves the position. No credit or payment for unused sick leave shall be given in any situation involving a dismissal for cause. In the event of the death of an employee payment shall be made under Article 41.16.

41.16 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 42**            **SICK LEAVE INCENTIVE**

42.1 Employees can accrue eight (8) hours of paid leave prorated to FTE, if they used no sick leave as specified below.

42.2 If an employee uses no sick leave between the first day of the first pay period that ends in July through the last day of the last pay period in June, the employee



shall receive eight (8) hours of paid time off on the first day of the second pay period in July.

42.3 Paid time off allocated for Sick Leave Incentive must be taken only as time off by the end of the fiscal year in which it is allocated or before an employee leaves the bargaining unit, or it will be removed from the employee's leave balance. Paid time off for Sick Leave Incentive cannot be cashed out. The scheduling of the 8 hours of paid time off is subject to the Vacation/Floating Holiday Scheduling and Cancellation Procedure in Article 48.

**ARTICLE 43**                    **CATASTROPHIC LEAVE**

43.1 Employees may donate accrued leave to other employees who suffer a catastrophic illness or injury or to an employee to care for their spouse, state registered domestic partner, parent or a dependent minor child who suffers from a catastrophic illness or injury in accordance with the Catastrophic Leave Policy insert weblink: [http://cityweb.srccity.org/departments/hr/policies\\_procedures/Catastrophic%20Leave%20Policy.doc](http://cityweb.srccity.org/departments/hr/policies_procedures/Catastrophic%20Leave%20Policy.doc)

43.2 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.

43.3 Employees who have successfully completed two thousand eighty (2,080) hours or one (1) year in paid status shall be eligible for catastrophic leave due to their own catastrophic illness or serious injury or catastrophic illness of their spouse, state-registered domestic partner, parent or dependent minor child.

43.4 The employee must first exhaust all leave balances before qualifying for catastrophic leave.

43.5 Catastrophic leave shall be additional paid leave available from vacation, floating holidays, or compensatory hours donated by other employees to a specific qualified employee.

43.6 Employees donating vacation, floating holidays, or compensatory hours 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. Employees may donate all of their accrued compensatory time or administrative leave.

43.7 Employees may donate up to 24 hours of sick leave on an annual basis. Employees donating sick leave in this way must have a balance of 80 hours of sick leave following the donation.

43.8 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 forty (340) donated hours. If the catastrophic illness or injury continues, up to an additional three hundred forty (340) donated hours may be recommended and approved.

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

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

43.11 While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

**ARTICLE 44**        **VACATION**

44.1 Employees shall earn and may accumulate vacation time as indicated below:

<b><u>HOURS</u></b> <b><u>YEARS OF</u></b> <b><u>SERVICE</u></b>	<b><u>EARNED</u></b> <b><u>MONTHLY</u></b>	<b><u>HOURS EARNED</u></b> <b><u>ANNUALLY</u></b>	<b><u>MAXIMUM HOURS OF</u></b> <b><u>ACCUMULATION</u></b>
1 – 4	6-2/3	80	160
5 – 9	10	120	240
10 – 14	13 1/3	160	320
15 – 19	14 1/6	170	340
20 – 24	15	180	360
25+	16-2/3	200	400

44.2 Regular Part-Time employees shall accrue vacation time on all regular hours in a paid status, up to 40 hours per week.

44.3 No employee shall accumulate more vacation than provided above.

44.4 Employees must be employed by the CITY for one (1) complete year prior to using accrued vacation. The Department Head or his/her designee may approve prior use of vacation time in unusual circumstances.

44.5 In the event that one or more holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave. Upon the approval of the Department Head, the vacation leave may be extended accordingly.

44.6 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.

44.7 Vacation shall not be used for industrial injury leave.

**ARTICLE 45**            **HOLIDAYS FOR FULL-TIME REGULAR EMPLOYEES**

45.1 Each full-time regular position employee covered by this Agreement shall be eligible for the following fixed holidays on the date observed and no other day, for the term of this Agreement.

<b><u>HOLIDAY</u></b>	<b><u>DATE HOLIDAY IS OBSERVED</u></b>
New Year's Day	January 1
Easter Sunday	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

45.2 Eligible employees who qualify for pay on these holidays shall receive eight (8) hours of pay at their straight time rate. In order to qualify for a paid holiday, the employee must be on active pay status or must report for work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday. Unless the employees so reports, he/she shall receive no pay for such holiday.

45.3 Employees who are scheduled by the CITY to work on a date a holiday is observed shall be compensated at the overtime rate of time and one-half (1.5) for the hours worked. An employee who fails to report for such scheduled work on any such holiday shall receive no pay.

45.4 In the event a holiday occurs while an employee is on paid sick leave, he/she shall receive the holiday pay provided for above in lieu of sick leave pay.

45.5 In the event a holiday falls on an employee's scheduled day off and the employee is required to report to work, such work shall be covered under the terms of the overtime provision.

45.6 In addition to and separate from the above fixed holidays, each eligible full time employee covered by this Agreement on July 1 of each fiscal year, shall be entitled to five (5) paid floating holidays or a total of forty (40) hours of floating holiday time.

45.7 Following the completion of ten years of City service, full-time regular employees shall receive one (1) additional Floating Holiday per fiscal year for a total of six (6) full-time equivalent floating holidays. This additional, sixth Floating Holiday must be used as time off. It is not transferable from year to year, nor can cash-in-lieu be exchanged for this holiday. Eligibility for the additional Floating Holiday shall be based on an employee's City seniority date.

45.8 Employees who are hired into a full-time position or transition during the first six months of the fiscal year shall receive five (5) paid floating holidays or total of forty (40) hours of floating holiday time; employees who are hired into a full-time position or transition during the second six months of the fiscal year shall receive two and one-half (2.5) paid floating holidays or 20 hours of floating holiday time. Floating holidays shall only be taken during the fiscal year in which they occur. Employees may elect to receive cash in lieu of time off for floating holidays.

**ARTICLE 46**            **HOLIDAY PAY OFF FOR FULL-TIME REGULAR EMPLOYEES**

46.1 The CITY shall make a lump sum payment equivalent to twelve (12) hours pay at the base hourly rate to each full-time employee. Such payment shall be made as part of the first paycheck in December of each year to employees who have been continuously employed since the previous December 1. Employees who have not been continuously employed in a full time status since the previous December 1 shall receive a prorated payment based on calendar days worked in a full time status. Permanent Part-Time Bus Operators and Bus Operator Trainees are not eligible for this lump sum payment.

**ARTICLE 47**            **HOLIDAYS FOR REGULAR PART-TIME BUS OPERATORS AND  
BUS OPERATOR TRAINEES**

47.1 In lieu of holiday pay provided for In Articles 45 and 46, employees classified as Regular Part-time and trainees in this classification shall receive a bi-weekly payment for all holidays as follows:

47.1.1 108 hours of holiday pay/2,080.

This formula yields .0519 x number of hours in a paid status of the bi-weekly period.

47.1.2 Number of hours in a paid status shall include all base pay, including sick, vacation, jury duty, bereavement, military, etc. Overtime hours and holiday pay-off hours are not included in the calculation to determine PPT holiday pay.

**ARTICLE 48**            **VACATION/FLOATING HOLIDAY SCHEDULING AND  
CANCELLATION**

**Bus Operators**

48.1 The vacation/floating holiday bid for the following calendar year for full-time operators will be conducted during the first two (2) weeks of each December, in order of bid seniority.

48.2 Immediately upon the completion of the full-time Operator Vacation Bid, the vacation bid for Regular part-time operators will be conducted, the order of bidding to be determined by seniority with the part-time operator ranks, as determined by date of hire.

48.3 Vacation requests are to be submitted in writing to a Transit Field Supervisor. Requests shall be limited to the operator's accrued vacation and floating holiday balance at the time the bid is conducted, plus the projected vacation accrual for the next calendar year. Each operator is responsible for ensuring that his or her vacation bid request does not exceed this limit and that he or she will have accrued sufficient vacation and/or floating holiday hours by the time the vacation will be taken. Upon receipt of each request the Transit Field Supervisor shall update the vacation calendar displayed on the drivers' room notice board. Should an operator's bid be found to exceed the vacation bid request limit, the operator shall be required to adjust his or her vacation bid request to comply with the limit. Failure to submit a written vacation request shall be construed as a desire on the operator's part not to take part in the bidding process until a later date.

48.4 For bidding purposes, vacation days and floating holidays shall be treated alike.

48.5 When considering any vacation or floating holiday request, the attempt will be made to schedule days off as requested by the employee. In no event, however, is there a requirement to grant vacation or floating holiday time off to more than six (6) operators.

48.6 The calendar displaying allocated vacation and floating holiday time shall be displayed in the drivers room for the entire year and updated as necessary.

48.7 After completion of the initial vacation bid, further requests for vacation or floating holidays shall be made in writing no less than seven (7) days prior to the requested vacation day(s). Approval or denial of all requests shall be confirmed in writing.

48.8 Emergency requests for vacation or floating holiday time that do not meet any of the above requirements will be considered by the Department Head or designee on a case by case basis, with due regard for the employee and particular regard for the needs of the service.

48.9 Requests to cancel previously approved vacation or floating holidays must meet the following criteria. Failure to comply could result in denial of the cancellation request.

48.9.1 Where the maximum number of operators have approved vacation requests on file for that date(s), cancellation requests must be made in writing no less than twelve (12) days prior to the date the vacation was to be taken. In this event, a notice shall be displayed in the drivers room showing the vacated dates. Operators shall then have four (4) days to submit a written request for the vacated date(s) to be allocated to them. The vacated date(s) will be allocated to the operator highest in seniority.

48.9.2 Where fewer than the maximum number of operators have approved vacation requests on file for that date(s), cancellation requests must be made in writing no less than ten (10) days prior to the date the vacation was to be taken.

48.10 Upon taking approved vacation time, a .75 PPT bus operator shall have the option of requesting compensation equal to one of the following:

48.10.1 Eight (8) hours per day

48.10.2 Six (6) hours per day

48.11 Upon taking approved vacation time, a .95 bus operator shall have the option of requesting compensation equal to one of the following:

48.11.1 Eight (8) hours per day

48.11.2 Seven (7) hours and thirty (30) minutes

#### Transit Service Representatives

48.12 Effective July 1, 2012 the vacation/floating holiday bid for Transit Service Representatives (TSRs) shall be conducted in December for the following calendar year.

48.13 The TSR vacation bid shall be conducted on a seniority basis in accordance with the Division Standard Operating Procedures (S.O.P.).

48.14 In no event, is there a requirement to grant vacation or floating holiday time off to more than one (1) Transit Service Representative on the same calendar day.

#### **ARTICLE 49**                    **INSURANCE PROGRAM**

49.1 The CITY shall provide the insurance programs described in this Agreement. The parties agree the CITY has the right to provide those insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined.

#### **ARTICLE 50**                    **HEALTH INSURANCE – CITY PLANS**

50.1 The City shall offer employees, and their dependents including state-registered domestic partners, a health insurance program under the terms set forth below.

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

a) Employees shall pay 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 6% of the least expensive monthly premium employees with those plans shall also contribute 12.5%.

b) For the next most expensive monthly health premium, employees shall contribute 15% of the cost of the premium if the average premium difference is higher than 6% of the least expensive premium.

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

50.3 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%
<b>Average Premium Difference</b>			<b>6.20%</b>		<b>22.30%</b>
Percentage of Premium Employee Would Pay	12.50%	15%		20%	

50.4 Part-time employees may elect to participate in health insurance plans and the City will contribute a percentage of the employers portion of the premium equaling the employee's authorized position full-time equivalent (FTE) towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance. 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.

50.5 Health insurance plan changes which became effective January 1, 2012 are detailed in Exhibit A.



**ARTICLE 51**            **COMBINED DENTAL AND VISION CARE INSURANCE**

51.1 The City shall offer employees, and their dependents including state-registered domestic partners, Dental and Vision insurance under the terms set forth below. More specific information is listed in Exhibit B of this MOU.

51.2 Effective January 1, 2014 enrollment for dental and vision benefits shall be combined. Employees shall be required to elect both insurance plans or neither insurance plan.

51.3 The CITY shall contribute 100% toward the premium for full time employees.

51.4 Part-time employees may elect to enroll in the combined dental and vision care insurance coverage and the CITY will contribute a percentage of the premium equaling the employee's authorized position full-time equivalent (FTE) towards the coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions.

If the part-time employee does not elect coverage no cash payment will be made in lieu of the insurance.

51.5 The CITY shall post a summary plan description of the coverage on the employee services website.

([http://cityweb.srcity.org/EmployeeServices/Pages/es\\_home.aspx](http://cityweb.srcity.org/EmployeeServices/Pages/es_home.aspx))

51.6 Employees will be notified of any premium increases with annual open enrollment materials.

51.7 Employees, including regular part-time employees, may enroll for a minimum of two (2) years in the combined dental and vision care program 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 anytime 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.

51.8 The 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).

51.9 Effective January 1, 2014 the vision allowance for frames shall increase from \$120 to \$150, and the allowance for contact lenses shall increase from \$105 to \$125.

51.10 Effective January 1, 2014 adult children up to age 26 shall be permitted coverage under combined dental and vision insurance without proof of student status.

51.11 From October 1, 2013 to December 31, 2013 the City shall provide dental and vision insurance as separate insurance plans with separate enrollment.

**ARTICLE 52**            **LIFE INSURANCE**

52.1 The CITY shall offer employees term life insurance coverage in the amount of \$20,000 for each employee. Additional term life insurance up to \$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 state registered domestic partner life insurance up to fifty thousand dollars (\$50,000) may also be purchased through payroll deduction. The amount of spouse or state registered domestic partner life insurance may not exceed fifty percent (50%) of the supplemental insurance amount the employee has on himself or herself. Proof of good health may be required for spouse or state registered domestic partner life insurance subject to the rules of the insurance carrier. The CITY shall provide each employee under this program with a certificate of coverage and a summary description of the program. A summary description of the program can be found at the following link:

<http://cityweb.srcity.org/employeeservices/webpartpagelibrary1/life%20insurance.aspx>

**ARTICLE 53**            **LONG-TERM DISABILITY INSURANCE**

53.1 The CITY shall offer full-time and part-time employees a long-term disability insurance program and pay the monthly premium costs during the term of this Agreement. The major components of the plan are:

- 53.1.1 A 90-day elimination period;
- 53.1.2 Benefit period to age 65;
- 53.1.3 60% of insured earnings;
- 53.1.4 \$5,000 maximum monthly insured earnings;
- 53.1.5 \$3,000 maximum benefit; and
- 53.1.6 \$100 minimum benefit.

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

**ARTICLE 54**            **RETIRED EMPLOYEES HEALTH INSURANCE**

54.1 Employees who retire from the CITY may continue their CITY Health Insurance Program coverage by the payment of 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 retirement employees a description of this plan. When the employee and/or the spouse reaches age 65, they must enroll in Medicare A and B even if they remain on the plan. Retired Employees who are not eligible for Medicare may remain on the City health plan but shall pay the “Non-Medicare” rate. The employee must be enrolled under the CITY Health Insurance Program at the time of retirement in order to qualify for the conversion privilege.

54.2 Subject to the terms and conditions of the insurance carriers, a retiree who reaches age 65 and goes to Medicare, may leave his/her spouse on the “City Plan” until the spouse turns 65. Payment of appropriate premiums shall be paid to the City on a monthly basis. Please refer to the Employee Retirement Guide.

54.3 The CITY has the right, at its option, to separately experience rate the retirees.

**ARTICLE 55**            **RETIREE HEALTH STIPEND**

55.1 Effective July 1, 2008, the City established and administered a plan and trust to provide a retiree health stipend defined contribution benefit plan. Under this plan and trust, benefits paid to employees will be tax free, for as long as allowed by federal and state law, contributions will be pre-tax and trust income will be tax exempt.

55.2 The terms and conditions of eligibility and the amount of the stipend payments will be as provided in the plan documents. If there is any conflict between this MOU and the current plan document, the current plan document controls. The plan and trust will provide that benefits and/or contributions may be adjusted up or down, even after retirement, to take into account changes recommended by the actuary as required to pay for the benefits. An Actuarial analysis of the plan shall be performed no less than every two (2) years. The cost of the actuary shall be paid for by the plan.

55.3 The plan funds shall be held in accordance with the Trust Agreement unless otherwise specified in the plan or an amendment thereto.

55.4 The City reserves the right to contract the administrative duties of this program and pass the cost of the administrative duties to the plan.

55.5 The approved plan was adopted effective January 1, 2008 and all employees leaving the bargaining unit that date or thereafter are subject to the terms of the plan except as specified below. As provided by the Plan Document, employees who were in the bargaining unit and left the unit without retiring prior to January 1, 2008, are not eligible to receive a stipend from the Unit regardless of the employee's number of years of service in Unit 8 at that time.

55.6 Employees are eligible to receive benefits when they terminate city employment, reach the age of 55, and have 4 or more years of service within the unit as defined in the Plan.

55.7 For employees in the bargaining unit as of January 1, 2008, all time in service with the City prior to that date is considered in computing years of service in the plan. After January 1, 2008, only time in service within the bargaining unit is considered in computing years of service for the Plan.

55.8 The intent of this plan is for the eligible retiree payments to remain at the amount specified when the retiree first became eligible. However, based on actuarial recommendations and in accordance with the Plan, benefit amounts may be decreased proportionately to all recipients. Increases to recipients' benefits will only occur if active employees in the respective bargaining unit make that decision.

55.9 Employees who were in the bargaining unit and retired, with a minimum age of 55, July 1, 1990 through December 31, 2007 with 15 consecutive years of service with the City receive \$166 per month benefit.

55.10 Effective January 1, 2008, the full monthly stipend amount accrued with 15 years of service and upon termination of employment and attainment of age 55 shall be \$166.00. The monthly stipend shall accrue based on the schedule listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND</b>
Less than 4 years service	None	0
4 years	8.33%	\$13.83
5	16.66%	27.66
6	25%	41.50
7	33.33%	55.33
8	41.66%	69.16
9	50%	83.00
10	58.33%	96.83
11	66.66%	110.66
12	75%	124.50
13	83.33%	138.33
14	91.66%	152.16
15 or more	100%	166.00

Per the Plan Document, the amount listed above is not guaranteed. It may decrease or increase in the future.

55.11 Retiree benefit shall not transfer to spouse, domestic partner, beneficiary or estate upon death of eligible retiree.

55.12 In lieu of a one-half of one percent (1/2%) cost of living adjustment in 1990 and a one-half of one percent (1/2%) cost of living adjustment in 1991, the City agreed to contribute one percent (1%) of salary each year on behalf of employees to this Post Retirement Medical Benefits Defined Contribution Plan. Effective the last Sunday of the month of ratification of the 2009 contract by the City Council, the City shall contribute an additional one-half of one percent (1/2%) to the Post Retirement Medical Benefits Defined Contribution Plan for a total of one and one-half percent (1.50%). Effective the first full pay period of January, 2016, the City shall contribute an additional sixty-three hundredths of a percent (0.63%) to the Post Retirement Medical Benefits Defined Contribution Plan for a total of two and thirteen hundredths percent (2.13%).

55.12.1 The contribution shall be calculated monthly based upon base salary only and deposited in the trust by the 15<sup>th</sup> of the following month.

**ARTICLE 56**            **ADDITIONAL INSURANCE PLANS**

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

**ARTICLE 57**            **PHYSICAL**

57.1 The CITY shall provide the physical required to maintain the Department of Motor Vehicles operator's license needed to operate a CITY vehicle. A copy of the physical examination results shall be provided to the CITY.

57.2 The employee has the option of either using the CITY provided medical services at Occupational Health at Kaiser or receiving reimbursement in an amount not to exceed the average rate of the representative sample of local physicians as determined by Risk Management for his/her personal physician to perform a DMV physical.

57.3 Each year in May the parties shall conduct a survey of a representative sample of local physicians to determine the going rate for performing DMV physicals. The average of such rates shall be used to revise the reimbursement shown at 57.2 above.

**ARTICLE 58**            **RETIREMENT**

58.1 The term "retirement" is defined as separation from the CITY; and filing and qualifying with the California Public Employee Retirement Systems (CalPERS).

58.2 The City provides three (3) tiers of retirement benefits for bargaining unit members. Eligibility for each retirement tier is determined by date of hire with the CITY. Effective January 1, 2013 the Public Employees Retirement Act (PEPRA) added the third tier. The retirement benefit provided by PEPRA applies to "new members." The PEPRA defines a new member as an employee hired on/after January 1, 2013 who: (a) has never been a member of the California Public Employee Retirement System (PERS) or a reciprocal agency or; (b) has had a six month (or more) break in service from PERS or a reciprocal public agency or; (c) has previously worked for a public agency whose retirement system does not have reciprocity with PERS.

58.3 Miscellaneous eligibility for each retirement tier shall be as follows:

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
<b>Benefit Formula</b>	3% @ 60	2.5% @ 55	2% @ 62
<b>Final Compensation</b>	Single highest year final compensation	Single highest year final compensation	Three year average final compensation
<b>Hire Date</b>	Hired before July 8, 2012	Hired on/after July 8, 2012 and worked for a PERS (or reciprocal) agency within the last six months prior to hire	New members hired on/after January 1, 2013

58.4 Effective January 1, 2013, new members as described in Article 58.2 shall pay half the normal cost of the retirement benefits which is currently six and one-quarter percent (6.25%) of reportable compensation for member contributions under CalPERS for Miscellaneous Employees. Contribution of half the normal cost shall be determined by the Annual CalPERS valuation. In accordance with PEPRA half the normal cost shall change only if the normal cost identified in the Annual CalPERS valuation changes by one percent (1%) or more. Said contribution shall be made by the employee on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code.

58.4.1 Effective July 12, 2015, each bargaining unit member shall pay, through payroll deductions, an additional one and one half percent (1.5%) of PERSable compensation toward the CITY'S normal cost of pension benefits for a total PERS contribution of nine and one half percent (9.5%) for classic members in tier 1 and tier 2, and one and one half percent (1.5%) above the contribution rate set by CalPERS for PEPRA tier 3 members.

58.4.2 The cost sharing described in 58.4.1 shall occur outside of a CalPERS contract amendment until bargaining unit members vote and approve to amend the CalPERS contract to include payment of an additional one and one half

percent (1.5%) of PERSable compensation toward the CITY'S normal cost of pension benefits. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU. As soon as practicable the CITY will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to CalPERS contract, employee contributions will be made as per Government Code Section 20516(a), Employee Cost Sharing of Additional Benefits.

58.4.3 Effective the first full pay period of January 2016, each bargaining unit member shall pay, through payroll deductions, an additional one percent (1.0%) of PERSable compensation toward the CITY'S normal cost of pension benefits for a total PERS contribution of ten and one half percent (10.5%) for classic members in tier 1 and tier 2, and two and one half percent (2.5%) above the contribution rate set by CalPERS for PEPRA tier 3 members.

58.4.4 The cost sharing described in 58.4.1 shall occur outside of a CalPERS contract amendment until bargaining unit members vote and approve to amend the CalPERS contract to include payment of an additional two and one half percent (2.5%) of PERSable compensation toward the CITY'S normal cost of pension benefits. The parties acknowledge that CalPERS mandates an election of unit members, separate from ratification of this MOU. As soon as practicable the CITY will initiate the contract amendment process. Upon approval and agreement from the bargaining unit and completion of the City's amendment to CalPERS contract, employee contributions will be made as per Government Code Section 20516(a), Employee Cost Sharing of Additional Benefits and shall extend beyond the expiration of this MOU.

58.5 The history of PERS amendments is as follows:

58.5.1 Effective May 5, 2003, the Miscellaneous employees were provided retirement benefits in the State Public Employees' Retirement System of 3% at 60.

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



58.5.3 Effective July 9, 2000, the City amended its contract with PERS to provide Pre-Retirement Optional Settlement 2 Death Benefit.

58.5.4 Effective July 9, 2000, the City amended its contract with PERS to provide the so-called "single highest year" Final Compensation Formula for PERS Miscellaneous employees.

58.5.5 Effective September 19, 1998, the CITY amended its contract with CalPERS so an employee may buy back the employee's military service as provided by Government Code Section 20930.3.

58.6 Effective January 1, 1992, the Miscellaneous employees were provided retirement benefits under the State Public Employees' Retirement System of 2% at 55 formula.

58.7 An employee who retires may convert his/her unused unpaid sick leave balance remaining (after any sick leave payment as provided by Article 41.15) to service credit as provided by Government Code Section 20862.8

58.8 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."

58.9 Specific details regarding these retirement plans are available to employees from the Human Resources Department. The CITY shall provide each employee a description of this retirement plan. This information is also available on the CalPERS website at [www.calPERS.ca.gov](http://www.calPERS.ca.gov) .

58.10 The parties agree any retirement improvement that requires an amendment of the Agreement between the CITY and P.E.R.S. shall be extended to eligible employees in this Unit.

## **ARTICLE 59            OVERTIME – BUS OPERATORS**

59.1 The following three overtime priority lists shall be maintained to allow for overtime work to be offered to those operators desiring to work overtime. Each priority list must be exhausted prior to proceeding to the next priority list.

PRIORITY 1.    A Full-shift list for full-time operators.

PRIORITY 2.    A Full-shift list for regular part-time operators.

PRIORITY 3. A Partial-shift list for full-time and regular part-time operators.

59.2 Operators shall request that their name be added to each overtime list at the time of the Quarterly Bid. Operators will be called for overtime work from the top of these lists. The CITY will record the date the operator is called and whether or not the operator accepted the overtime work. Each list shall be administered as referenced in the Operators Handbook of Standard Rules and Operating Procedures (Chapter VIII, Paragraph B). Overtime assignments shall not be offered more than twelve (12) days prior to the date of the assignment. Operators who are on leave of absence (with or without pay) or disciplinary suspension shall not be called to work overtime. Overtime will be paid at the rate of time and one-half for all hours worked over forty (40) hours per week. This article does not guarantee any employee overtime.

**ARTICLE 60**      **CALL BACK**

60.1 Employees who have completed their work shift and have gone home and then are required by management to return to work shall receive a minimum of two (2) hours pay, or pay for the hours actually worked, whichever is larger, and any overtime required by law.

**ARTICLE 61**      **STANDBY**

61.1 In the event the CITY proposes to institute a regular standby operation, the parties shall first meet and confer in good faith concerning procedures, conditions and remuneration.

**ARTICLE 62**      **LINE TRAINING**

62.1 Bus Operators shall perform line training duties at the request of the CITY. Operator line training shall be assigned by management personnel on an as-needed basis for the minimum length of one (1) work shift. Operators performing a line training function shall receive additional compensation equal to 7.5% of their base hourly rate of pay for all hours that they are authorized to work in that capacity on any given day. An operator wishing to opt out of a line training assignment, shall do so through the shift trade process. It is the operator's sole responsibility to find a shift trade when opting out of line training.

**ARTICLE 63**            **CROSS-CLASSIFICATION ASSIGNMENTS**

63.1 Full-time Bus Operators may be temporarily assigned to perform the duties of a Bus Service Worker and/or Transit Service Representative under extenuating or special circumstances. Any such assignment is to be made on a voluntary basis only. Full-time Bus Operators shall receive compensation equal to their base hourly rate of pay for all hours that they are assigned to work in the capacity of Bus Service Worker or Transit Service Representative.

63.2 During unscheduled days, regular part-time bus operators may be assigned to perform Transit Service Representative duties; or on a voluntary basis assigned to perform Bus Maintenance Worker duties. Compensation for any such assignments will equal their base hourly rate of pay.

63.3 Any cross-classification assignments that will result in overtime pay will be offered as voluntary work through the overtime process contained in this agreement.

63.4 Any Bus Operator or Transit Service representative who is offered, and accepts a temporary acting supervisor position within the Transit Division shall not relinquish any bidding seniority rights, or otherwise be harmed in terms of status or pay, upon returning to his or her regular assignment. A limited rebid shall be conducted, as necessary, upon the employee's return to his or her regular assignment. Any employee in an acting assignment shall not participate in the quarterly bid as outlined in Article 26 or Article 27.

**ARTICLE 64**            **MISCELLANEOUS**

64.1 Transit Passes: Each employee may use his or her picture CITY ID card as a transit pass, for bus transportation on the CITY transit system.

64.2 Bargaining Unit Work: When the CITY receives a fee from a group contracting for CITY transportation services, driving related to such contracting shall first be offered to Unit members. Such driving work shall be rotated among the qualified drivers on the basis of seniority.

64.3 Commercial Drivers License: Employees whose commercial driver's license is suspended for sixty (60) days or more may be subject to dismissal.

64.4 Labor-Management Meetings: The parties agree to meet monthly through February 2017 to discuss matters related to employee recognition programs.

64.4.1 The UNION may bring two (2) representatives as agreed upon in advance with the CITY.

64.4.2 The agenda shall be prepared by the CITY after discussion with the UNION and additional agenda items may be added immediately prior to the scheduled meetings.

64.4.3 Meetings will commence within 30 days of contract ratification and an ongoing meeting schedule will be jointly agreed upon during the first meeting.

**ARTICLE 65**            **AUTHORIZED AGENTS**

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

65.1.1 Management's principal authorized agent shall be the City Manager or his/her duly authorized representative (address: City Hall, 100 Santa Rosa Avenue, Room #1, Santa Rosa, CA 95404; telephone: (707) 543-3075), except where a particular Management representative is specifically designated in the Agreement.

65.1.2 SEIU, Local 1021, principal authorized representative shall be the Field Representative or his/her duly authorized representative (address: 600 B Street, Santa Rosa, CA95401, telephone: (707) 293-2858

**ARTICLE 66**            **WAGE SCHEDULE**

66.1 Effective July 10, 2016 employees shall receive a two and one half (2.5%) Cost of Living Adjustment (COLA).

A complete wage schedule can be found at:

<http://ci.santa-rosa.ca.us/departments/hr/salaries/Pages/SalaryPlan.aspx>

66.4 Employees will become eligible for a merit increase after completing two-thousand-eighty (2,080) hours in a paid status until reaching the top step. For purposes of this section, hours in a paid status shall include overtime hours worked.

66.5 Bus Operators in training shall begin at a wage rate of Step 1 of the Bus Operator Trainee salary range and progress to a maximum of Step 2 of the Bus Operator Trainee salary range according to the terms of the CityBus Operating Procedures.

**ARTICLE 67**      **BILINGUAL PAY**

67.1 Employees qualified as bilingual in the Spanish language, as provided for in the City of Santa Rosa Bilingual Customer Service Program, shall receive 2% premium pay in addition to their base salary.



**RATIFICATION**

Ratified  
SEIU, Local 1021

Ratified  
City of Santa Rosa

By: \_\_\_\_\_  
Lorenzo Sotelo                      Date  
Field Representative

By: \_\_\_\_\_  
John Sawyer                      Date  
Mayor

By: \_\_\_\_\_  
Lisa Maldonado                      Date  
Area Field Director, SEIU 1021

By: \_\_\_\_\_  
John Stead Mendez                      Date  
Executive Director, SEIU 1021

Resolution No \_\_\_\_\_

## **APPENDIX A**

### **Applicable Benefits/Contracts for Driver Services Utilizing Federal Transit Operating Funds**

During the period of this agreement, if the CITY contracts for driver services and is utilizing federal transit operating funds, all 13c provisions providing displacements or dismissal benefits will apply.



## EXHIBIT A

NAME OF PLAN	Kaiser HMO	City PPO		City EPO
	Network Only	Participating Provider	Non-Participating Provider	Participating Provider Only
Employee Portion of Premium	12.5%	Employee Pays 15% - if medium cost plan premiums are 6% higher than lowest cost plan - Premium differences less than 6% - medium cost will still be 12.5% (on average)		Employee pays 20% if premiums are 12% or more higher than lowest cost plan. If premiums are between 6% and 12% higher than lowest plan, employee pays 15% of premium (on average)
Type of Plan/Service Area	HMO / Limited Service Area	Preferred Provider Organization / Any Service Area		Exclusive Provider Organization / California only
Access to Specialists	Must have PCP/ may refer yourself to some specialists within Kaiser	Can choose directly		Provider Referral or Self Referral
Network	Only when referred by Kaiser	BlueCross Prudent Buyer PPO	Available at higher cost	BlueCross Prudent Buyer PPO
Lifetime Maximum	Unlimited	Unlimited		Unlimited
Pre-existing Condition Exclusion	No	No		No
Deductible Per Person	None	\$300		None
Deductible Per Family	None	\$900 (3 per family)		None
Out of Pocket Maximum Per Person *	\$1,500	\$1,500	Not Applicable	\$1,500
Out of Pocket Maximum Per Family *	\$3,000	\$3,000	Not Applicable	\$3,000
Prescription Drug Benefit	KAISER	MEDCO		MEDCO
30 day supply	\$10 generic 50% co-payment for drugs to treat sexual dysfunction	\$5 generic/ \$20 brand/ \$50 non-formulary - Brand \$20 plus difference in cost over generic if generic readily available; Medically necessary only. 50% co-payment for drugs to treat sexual dysfunction		\$10 generic/ \$25 brand <sup>1</sup> / \$55 non-formulary - if medically necessary (plus difference in cost over generic if generic readily available) 50% co-payment for drugs to treat sexual dysfunction
Mail Order 90 days	\$10 generic 50% co-payment for drugs to treat sexual dysfunction	\$10/\$35/\$85 50% co-payment for drugs to treat sexual dysfunction		\$20/\$40/\$70 \$20/\$45/\$95 50% co-payment for drugs to treat sexual dysfunction
NOTE	N/A	All percentages are based on allowances under plan benefit - provider has agreed to accept allowable charge.	All percentages are of usual and customary charges - any charges above that are the responsibility of the employee.	N/A
Preventive Care: ob/gyn w/pap, mammograms, colonoscopy (PPO/EPO), prostate screenings, and physicals PER SCHEDULE. Well baby and prenatal visits.	\$0 co-pay per visit (well-baby, prenatal)	\$0 copay per visit/ 100% other (per schedule)	40%	\$0 copay

## EXHIBIT A

NAME OF PLAN	Kaiser HMO	City PPO		City EPO
	Network Only	Participating Provider	Non-Participating Provider	Participating Provider Only
Physician Office Visits ( for everything except preventive services) - mental health is paid the same as physical health	\$20 co-pay	\$20 copay	40%	\$25 co-payment per visit
Lab & X-Ray (Diagnostic)	No Copay	20%	40%	\$25 copay
Emergency Services	\$75 co-payment per visit (Waived if admitted)	\$75 per visit for ER (Waived if admitted)	40%	\$75 per visit for ER (Waived if admitted)
Ambulance	\$50 per trip	20%	40%	\$50 per trip
In Patient Hospital Services (includes room & board) and Physician Services	\$100 per admission	20% for up to 120 days	40%	250 per admission
Out Patient Surgery Hospital	\$20 per procedure	20%	40%	250 per admission
Skilled Nursing Facility	No charge up to 100 days per plan year	20% Up to 60 days per confinement	40% Up to 60 days per confinement	\$250 per admission - 100 days maximum per calendar year
Home Health Care	No Charge - up to 100 visits	20% Up to 60 days per year	20% Up to 60 days per year	No charge for the first 30 days - \$25 co-pay starting with 31st calendar day after 1st visit (up to 60 days per year)
Physical, Speech and Occupational Therapy	\$20 co-payment per visit for short-term physical, speech and occupational when prescribed by a Kaiser physician and when significant improvement is expected within 2 months	20%	40%	Inpatient or Outpatient - \$25 copay
Maternity Coverage	\$0 co-payment for prenatal visits- \$100 hospital charge	Prenatal - \$0 office visit co-pay hospitalization - 20%/80%	40%	\$0 co-payment for prenatal visits - \$250 hospital admission co-payment
Family Planning /infertility	\$20 co-payment per visit (diagnosis & ltd treatment per schedule)	Not Covered	Not Covered	Not Covered
Chiropractic/Acupuncture	Not Covered (Discounts Available)	20% Up to 20 visits per year for combined services.	40% Up to 20 visits per year for combined services.	Not Covered
Vision	\$20 co-pay per visit including routine eye exam (Eyewear not incl.)	20% Disease and accident only	40% Disease and accident only	\$25 co-pay Disease and Accident Only
Retiree Conversion	Yes (California only)	Yes		Yes (California only)
*OOP Max Includes	Medical Copays only Not RX	Med Copays & Coinsurance In Network, Not RX	Out of network excluded from OOP Max	Medical Copays only Not RX

## EXHIBIT B - VISION AND DENTAL INSURANCE PLANS

### DENTAL INSURANCE

In general, the program includes for employees, and their dependents, including state-registered 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%
Prosthodontic Services	50%***	20%
Orthodontic Services	50%	50%

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

\*\*\* Prosthodontic Services – Program will pay 80% effective January 1, 2010.

### VISION INSURANCE

The CITY shall offer employees and their dependents, including state-registered 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 \$150, and the allowance for contact lenses shall be \$125. A summary description of the program and the current premium costs can be found at the following link:

<http://cityweb.srcity.org/departments/riskmanage/Pages/VisionPlan.aspx>