

EXHIBIT "A" TO RESOLUTION NO. RES – ~~2021-189~~

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ROSA

AND THE

TEAMSTERS LOCAL UNION 856

FOR AND ON BEHALF OF THE EMPLOYEES IN THE

CITY'S UNIT #4 – SUPPORT SERVICES

CITY'S UNIT #6 – PROFESSIONAL

CITY'S UNIT #7 - TECHNICAL

JULY 1, 202~~1~~<sup>4</sup> – JUNE 30, 202~~1~~<sup>4</sup>

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### **EXHIBITS**

<del>Sideletter: — Classification and Compensation Survey</del>
<b>Exhibit A: Insurance Plans</b>
<del>Exhibit B: — Salary Schedule</del>
<del>Exhibit C: — CTO Cash Out Policy</del>
<del>Exhibit D: — Premiums for Medical Plans (2022)</del>
<del>Exhibit E: — Benefit Summaries for Vision and Dental Plans (2022)</del>
<del>Exhibit F: — Premiums for Vision and Dental Plans (2022)</del>
<del>Exhibit G: — Side letters Regarding Unfunded CalPERS Liability</del>
<del>Exhibit H: — Personnel Rules</del>
<del>Exhibit I: — Employer-Employee Relations Ordinance</del>
<del>Exhibit J: — Time Savings Plan</del>

## **ARTICLE 1**            **DESIGNATION OF THE PARTIES**

1.1 This Agreement is by and between the City of Santa Rosa, hereinafter referred to as "City," and Teamsters Local Union 856, 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, Teamsters Local Union 856 is recognized as the sole representative of employees in City's Unit #4 - Support Services, Unit #6 - Professional and Unit #7 -Technical, (collectively, hereinafter "Unit").

## **ARTICLE 3**            **MUTUAL RESPONSIBILITY**

3.1 The City and Union recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate by the City.

## **ARTICLE 4**            **TERM**

4.1 This Agreement shall become effective July 1, 2024<sup>41</sup> except where otherwise provided and all its provisions shall terminate at twelve (12) midnight on June 30, 2027<sup>4</sup>.

## **ARTICLE 5**            **RENEGOTIATION**

5.1 No later than March 15, 2024<sup>2027</sup>, either party can notice the other with a written request to begin negotiations for a successor agreement.

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

## **ARTICLE 6**            **DEFINITIONS**

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

6.2 The term "day" shall mean a calendar day with each day commencing at

12:01 a.m. and ending at 12:00 midnight.

6.3 The term "employee" or "employees" shall mean a person or persons employed in a full-time permanent or part-time permanent position by the City whose classification is assigned to the bargaining units listed in Article 2. Part-time permanent employees shall be members of the classified service.

6.4 The work week for all members shall be 168 consecutive regularly recurring hours. For employees working the 5/8 or 4/10 work schedules, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working a 9/80 work schedule, each employee's designated FLSA work week (168 hours in length) shall begin exactly four hours after the start time of his or her scheduled eight-hour shift on the day of the week that corresponds with the employee's alternating regular day off.

6.5 "Domestic Partner" means a person who is in a domestic partnership that meets the criteria of California Family Code Section 297 and is formalized through registration with the California Secretary of State pursuant to California Family Code Sections 197, et seq., and/or City domestic partners registered with the Human Resources Department prior to October 7, 2014.

6.6 The term "retirement" shall mean separation from the City and filing and qualifying with PERS.

## **ARTICLE 7**        **CITY RIGHTS**

7.1 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 City rights include the right to:

7.1.1 Determine and modify the organization of City government and its

constituent work units.

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

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

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

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

## **ARTICLE 8**            **EMPLOYEE AND ASSOCIATION RIGHTS**

8.1 The City shall consult with the Union on matters of pay, hours and working conditions in accordance with State law and City policies, rules and regulations.

8.2 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, including provisions of this Agreement.

### **8.3 Dues Deduction**

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



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

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

#### Indemnification

The Union shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this provision 8.3, Association Security.

#### 8.4 Monthly Bargaining Unit Report

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

- Full Name
- Job Title
- Department
- Membership Status
- Work Location (where the member works, not just their mailing address)

- Work phone number
- Personal phone number
- Home address
- Personnel Email, if available

#### 8.5. New Employee Orientation

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

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

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

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

E. The City shall provide the Union with at least ten (10) days' notice of any scheduled On-Boarding sessions and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the On-Boarding meeting.

### **ARTICLE 9**      **UNION LEAVE**

9.1 The Union shall have forty (40) hours of unpaid leave during each fiscal year to be used for Union business.

9.2 The forty (40) hours of unpaid leave is the total amount of Union Leave that may be distributed among its members during the fiscal year. The unused portion of the

forty (40) hours is not cumulative from one year to the next.

9.3 The Union Representatives shall designate the employees who may use unpaid Union Leave time.

9.4 For an employee to be eligible to use Union Leave, the Union Representative shall make a written request to the Employee Relations Manager. If such a request is approved by the Employee Relations Manager, the affected employee shall use his/her department's normal procedure for requesting time off.

9.5 Steward Training. In addition, the City shall provide up to one and one-half (1.5) hours of paid release time per fiscal year for steward training for each steward as identified by the Union up to a maximum of 15 stewards.

## **ARTICLE 10**      **LEAVE OF ABSENCE**

10.1 Employees may request a leave of absence, without pay, in writing to their respective Department Heads upon the exhaustion of their accumulated paid leave time. These requests may be approved as follows unless otherwise required by law:

10.1.1 By the Department Head for a time not exceeding three workdays.

10.1.2 By the City Manager's Office for any time exceeding three workdays.

10.2 If the continuous period of absence is confined within one (1) calendar month and is less than the full calendar month, insurance benefits shall be continued by the City. In all other instances, the employee shall make arrangements to prepay the appropriate monthly premiums if insurance benefit coverage is to continue.

## **ARTICLE 11**      **JURY LEAVE**

11.1 Every City employee who serves as a trial juror shall be entitled to be absent from their duties with the City during the period of such service.

11.2 The employee shall be paid the difference between their full salary and any payment received, excepting travel pay, for such duty.

11.3 Time served as a juror for irregular shift employees shall be considered as time worked so that an irregular shift employee shall not be required to appear in court and also work a shift for the City during any twenty-four-hour (24) period.

## **ARTICLE 12**      **BEREAVEMENT LEAVE**

12.1 Employees may take up to forty (40) hours of bereavement leave because of death in the immediate family. [Bereavement leave may be used at any time within twelve \(12\) months after the immediate family member's death.](#)

12.2 For purposes of bereavement leave, immediate family shall mean spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, brother, sister, child (including stepchildren), stepparents, grandparents and grandchildren of the employee and parents and children of the employee's qualified domestic partner.

12.3 Employees taking bereavement leave shall certify to the City at the time leave is taken (1) name, date of death and relation of the relative; (2) anticipated length of the leave; and (3) if the notice cannot be given in writing at commencement of the leave, the employee shall give telephone notice and make written notice on the first work-day back from bereavement.

[12.4 Employees shall be allowed at least five \(5\) workdays off for bereavement leave. Employees may supplement the paid bereavement leave in Section 12.1 with](#)

[accrued leave \(including vacation or sick leave\) to reach a total of five \(5\) workdays of bereavement leave.](#)

### **ARTICLE 13**      **MILITARY LEAVE**

13.1 An employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, the Federal Uniformed Services Employment and Re-employment Rights Act and City policies.

13.2 The employee shall furnish to the City Manager's Office satisfactory proof of their orders to report for duty and of their actual service pursuant to such orders.

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

### **ARTICLE 14**      **INDUSTRIAL INJURY OR ILLNESS LEAVE**

14.1 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.

14.2 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.

#### **14.3 City Supplemental Workers' Compensation Plan**

This plan supplements the State plan and provides:

14.3.1            The employee shall receive full salary from the City.

14.3.2            This plan provides for full salary continuation with the

employee's sick leave accrual being charged at the rate of one fourth (1/4) day for each day of absence.

- 14.3.3 Payments shall be based on a seven (7) day week.
- 14.3.4 The employee shall not be charged sick leave on the day of injury or for the subsequent three (3) days.
- 14.3.5 Once sick leave is exhausted, compensation shall be made in accordance with the State Workers' Compensation Plan.

#### 14.4 State Workers' Compensation Plan

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

- 14.4.1 The employee shall receive sixty-six and two-thirds (66-2/3) of salary to a maximum prescribed by State law per week from the City's insurance carrier.
- 14.4.2 No sick leave shall be charged the employee.
- 14.4.3 Salary payments shall be based on a seven (7) day week.
- 14.4.4 No regular City salary shall be paid.
- 14.4.5 No compensation shall be paid for the day of injury or for the subsequent three (3) days unless the employee was hospitalized or lost time exceeds twenty-one (21) days.

### **ARTICLE 15**      **SICK LEAVE**

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

HOURS EARNED MONTHLY	HOURS EARNED ANNUALLY	MAXIMUM HOURS OF ACCUMULATION
8	96	No Limit

15.1.1 Part-time employees shall accrue sick leave on a prorated basis based on hours in paid status.

15.2 Sick leave ~~shall not be considered as a right which an employee may use at their discretion~~ is not a discretionary leave like vacation and shall be allowed only in case of actual sickness or disability.

~~15.3 Also, employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury.~~

15.~~34~~ For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.

15.~~54~~ No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

~~15.5.1 Participating in a criminal act;~~

~~15.5.2 Participating in a riot;~~

15.~~54.31~~ Working for an employer other than the City;

15.~~54.42~~ During vacation unless the employee's illness resulted in the cancelation of pre-planned travel or the employee was confined to a hospital or other fixed location under written doctor's orders;

15.~~54.53~~ During a layoff, leave of absence or disciplinary suspension; and/or,

15.~~54.64~~ After a termination date.

15.~~65~~ On taking sick leave time, employees shall notify their appropriate

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

15.76 No punitive actions shall be imposed on employees for taking justifiable sick leave.

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

15.98 For absences of less than three (3) days, employees will not be required to provide any written documentation of illness except in cases when there is reasonable suspicion of sick leave abuse.

In cases where the employee has been absent for three (3) consecutive days, or has exhausted available sick time, or upon reasonable suspicion of sick leave abuse, the City may require the employee to provide verification of the employee's illness or disability. This verification must be provided within a reasonable period of time not to exceed five (5) working days following the request for verification. If the employee fails to provide the required verification the City may deny the employee paid sick time for the absence.

15.940 If an employee has not recovered by the time his/her accumulated sick leave has been exhausted, the employee may request a leave of absence, without pay, pursuant to Article 10.

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

15.112 Sick Leave - Reinstatement



Sick leave reinstatement shall be administered in accordance with Rule 4, Section 1 of the Personnel Rules and Regulations.

15.1~~23~~<sup>34</sup>      Sick Leave - Initial Probationary Period

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

15.1~~34~~<sup>34</sup>      Sick Leave - Family Illness

Employees may use hours of accumulated sick leave during the fiscal year for the ~~serious~~ illness or injury of an immediate family member. For the purposes of this section, "immediate family member" is defined as the employee's child (including an employee's biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*), parent (including an employee's biological, adoptive, or foster parent, step parent, ~~or~~ legal guardian, or a person who stood *in loco parentis* when the employee was a minor child) spouse, domestic partner (as defined in Article 6.5), the parent(s) of an employee's spouse or domestic partner, grandparent, grandchild, ~~or~~ sibling, or any other person provided by State law.

With prior approval of the City Manager or his/her designee an employee may use accumulated sick leave to care for the serious illness of other members of the household or family. The City may require an employee to provide a medical professional's statement which outlines the severity of the illness and expected duration or treatment prior to approving the use of sick leave under this article.

15.1~~45~~<sup>45</sup>      Sick Leave - Retirement

Any employee who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the City has the option to receive payment for up to one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours paid (for example, an employee with eight hundred hours of accrued and unused sick leave at the time of retirement may cash out up to four hundred (400) of those hours but an employee with eighteen hundred (1800) hours of accrued and unused sick leave at the time of retirement may only cash out up to six hundred (600) of those hours.) The rate of pay shall be the regular hourly rate of pay at the time the position is vacated. Consistent with Government Code Section 20965, sick leave shall not be used to extend a date of retirement. An employee, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965 (See 30.7). An employee may elect to convert all unused sick leave to service credit.

15.1<sup>56</sup>      Sick Leave - Employee Death

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

**ARTICLE 16**      **HOLIDAYS**

16.1 Employees shall receive the following ~~thirteen~~<sup>fourteen</sup> (1~~3~~<sup>4</sup>) holidays:

<b>HOLIDAYS</b>	<b>DATE</b>
New Year's Day	January 1

Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
<a href="#"><u>Juneteenth</u></a>	<a href="#"><u>June 19</u></a>
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25
Floating Holiday	By Agreement Between Employee and Supervisor
Floating Holiday	By Agreement Between Employee and Supervisor

~~16.2 Floating Holidays may be taken in increments of not less than one quarter hours (0.25 hour increments.)~~

#### 16.23 [Floating Holiday Accrual](#)

Floating Holidays [will be credited at the start of each fiscal year and](#) must be taken during the fiscal year in which they are earned.

[16.2.1](#) During the first year of employment, employees hired between July 1 and December 31 shall receive sixteen (16) hours and employees hired between January 1 and June 30 shall receive eight (8) hours of Floating Holiday time.

16.2.2 ~~16.4~~ Following the completion of twenty (20) years of City service, employees shall receive one (1) additional Floating Holiday each fiscal year for a total of three (3) Floating Holidays (24 hours). Eligible part-time employees will receive this benefit on a prorated basis (for example, an employee who works 0.5 FTE will receive an additional 0.5 Floating Holiday after twenty (20) years of City service up to a maximum of 1.5 additional Floating Holidays.)

16.3 Floating Holiday hours have no cash value and will not be paid out at separation from employment.

16.45 Holiday pay shall be paid based on the number of hours in the employee's regular work shift. A regular work shift is considered to be eight (8), nine (9) or ten (10) hours per day for full-time employees. If a full-time employee is regularly scheduled to work ten (10) hours on a holiday, the employee shall be eligible for ten (10) hours of holiday pay; if a full-time employee is regularly scheduled to work nine (9) hours on a holiday, the employee shall be eligible for nine (9) hours of holiday pay; if a full-time employee is regularly scheduled to work eight (8) hours the employee shall be eligible for eight (8) hours of holiday pay. If the number of hours a full-time employee is regularly scheduled to work is changed, holiday pay shall be changed accordingly.

~~16.56 If any of the aforementioned holidays fall on Saturday, the holiday shall be observed on the preceding Friday. If any of the aforementioned holidays fall on Sunday, the following Monday shall be observed.~~

~~16.6.1 Employees assigned to alternate work schedules (such as a 4/10 or 9/80 work schedule), whose work week normally includes three consecutive days off, will observe the preceding workday when a holiday falls on the first day off. If the holiday falls on either of the last two days off, the following workday shall be observed. If the holiday falls on a single regular day off, the following day shall be observed as the holiday.~~ Holidays shall be recognized within the workweek (Sunday through Saturday) during which they fall. If the holiday falls on an employee's Regular Day Off (RDO), the employee will normally recognize the holiday on the immediately preceding workday unless that would cause it to fall into a different workweek (Sunday through Saturday), in which case it will normally be recognized on the workday immediately following the holiday.

However, an employee and their supervisor may agree to recognize a holiday which falls on an RFO on any regular workday in the same workweek (Sunday through Saturday).

~~16.7 Employees who work schedules where Saturday and Sunday are not normal days off and the holiday falls on the normally scheduled off-duty day shall observe a holiday on the immediately preceding workday.~~

16.~~6~~8 Employees required to work holidays on the day the holiday is recognized (based on their schedule) shall be compensated at the overtime rate for the hours worked on the holiday.

16.~~7~~9 Employees who are not on a paid status the day before and the day after a holiday shall not be paid for the holiday.

16.~~8~~10 Part-time employees shall receive holiday leave on a prorated basis

based on [eight \(8\) hours times](#) FTE.

## **ARTICLE 17**      **VACATION**

17.1 Employees shall earn and may accumulate vacation time as indicated below.

<b>YEARS OF SERVICE</b>	<b>HOURS EARNED MONTHLY</b>	<b>HOURS EARNED ANNUALLY</b>	<b>MAXIMUM HOURS OF ACCUMULATION</b>
1 to 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

Years of service must be continuous except as provided by Rule 4, Section 1 (Reinstatement) of the Personnel Rules and Regulations.

17.2 No employee may accumulate, nor have current credit for, more hours than provided above. Management may not unreasonably deny a request to take vacation. The employee is responsible to request vacation in a reasonably timely manner. When an employee is denied vacation time which causes his/her accumulation to reach the maximum accrual limit and the employee requested the vacation ninety (90) days in advance of the vacation period, then any excess accrual caused by the denial shall be paid in cash.

17.3 Vacation scheduling shall be approved by the City prior to being taken with due regard for the employee's needs and the City's need to provide services.

17.4 Vacation shall not be used for industrial injury leave or to extend a date of

retirement.

17.5 Part-time employees shall accrue vacation time on a prorated basis based upon years of service.

## **ARTICLE 18**      **WORK SCHEDULE**

18.1 Nothing herein shall be considered a guarantee of a minimum number of hours of work per day or per week.

18.2 Employees shall be scheduled to work on regular work shifts, having a regular starting and quitting time, which consists of eight (8), nine (9) or ten (10) consecutive hours, exclusive of the meal period provided below.

18.2.1      See Unit #7 Appendix

18.2.2.      See Unit #7 Appendix

18.2.3      See Unit #7 Appendix

18.3 Except as otherwise currently provided, each shift shall include a non-paid meal period scheduled approximately at the mid-point of the shift.

18.4 For Permanent Part-Time employees where the work period per day is no more than six (6) hours, the meal period may be waived by mutual consent of both the City and the employee.

18.5 In the event an employee is required to work more than five (5) hours in any shift without a lunch period, or more than six (6) hours on a ten (10) hour day without a lunch period, the City shall pay the employee thirty (30) minutes at the overtime rate for that shift in addition to the regular wages (see 21.4).

18.6 Each employee shall be given a rest period at a time, place and manner which does not interfere with the efficiency of the work being performed as follows:

- 18.6.1 The rest period shall be with pay;
- 18.6.2 The rest period shall not exceed fifteen (15) minutes for each four (4) hours of work;
- 18.6.3 The rest period is a recess to be preceded and followed by an extended period of work;
- 18.6.4 The rest period shall not be used in conjunction with late arrival to work, early departure from work or lunch period; and
- 18.6.5 Rest periods shall not accumulate if not taken.

18.7 Except for emergencies, an employee's work schedule shall not be changed without five (5) working days' notice. The overtime rate shall be paid for all hours worked on the new schedule prior to the expiration of the proper five (5) day notice period.

- 18.7.1 Except for emergencies, the work schedule for a majority of a classification shall not be changed without ten (10) working days' notice. The City shall notify the Association and at the request of the Association shall meet and confer concerning the change. Such meet and confer shall be completed within the ten (10) day notice period.
- 18.7.2 Neither overtime, call-back, nor regular shift rotation shall be considered a change in the work schedule.
- 18.7.3 Wastewater Operators currently report to work fifteen (15) minutes before their shift begins to coordinate with those working the previous shift. To compensate, the City pays for fifteen (15) minutes of their thirty (30) minute lunch break. A



typical shift for Wastewater Operators will include a duty free, uninterrupted meal period of thirty (30) minutes.

## 18.8 Minimum Rest Period

18.8.1 If an employee works a shift that requires overtime or a callback (not occurring from Standby assignment), and as a result, finishes work less than eight (8) hours before the start of their following regularly scheduled shift, the employee shall be entitled to an eight (8) hour rest period before returning to work. If any portion of the required rest period extends into the employee's normal work shift, the employee will be released from work and paid at their regular straight time pay rate during the required rest period. Employees will use the payroll code for Rest Leave for this time.

For instance, if an employee was called back in or had to work overtime and finished their shift at 2 a.m., but their next scheduled shift was at 6 a.m., the employee would be required to report to work at 10 a.m. and would be paid at their straight time hourly rate for the four (4) hours of Rest Leave from the start of their shift until 10 a.m.

18.8.2 Employees that are being paid standby or are assigned standby are excluded from minimum rest period as they are already being compensated for that assignment.

18.8.3 The Minimum Rest Period in this Section shall not apply in the case of scheduled shift changes, so long as twenty-four (24) hours' notice is provided, or in the case of a declared disaster. However, employees working in the Emergency Operations Center during a declared disaster shall be entitled to an eight (8) hour rest period prior to returning to work at the conclusion of the declared disaster.

Example: Employee A and Employee B are both assigned to work in the EOC and both have a regular work shift beginning at 8 a.m. Monday through Friday. Both are working at the EOC on Monday. Employee A leaves at 7 p.m. and Employee B continues to work until the EOC closes at 6 a.m. on Tuesday. Employee A will report to work at their regular start time of 8:00 a.m. on Tuesday (13 hours after the end of their work at the EOC) but Employee B will be excused from work until 2 p.m. Tuesday (8 hours after being released from the EOC). Employee B will code the rest period which occurs during their normal work shift at Rest Leave.

## **ARTICLE 19**      **SALARIESWAGES**

### 19.1 ~~Salary Schedule~~General Salary Increases

19.1.1 ~~FY 2024-25 (e~~Effective the pay period including July 1, 2024,  
~~employees shall receive a):~~ **7.0%** Across-the-Board General  
Salary IncreaseCOLA

- (a) ~~Effective November 7, 2021, the City shall increase the current salary schedules for unit employees by three percent (3.0%) to reflect a cost of living increase (COLA).~~
- (b) ~~Effective the first full pay period following April 1, 2022, the City shall increase the then-current salary schedules for unit employees by two and a half percent (2.5%) to reflect a COLA.~~
- (c) ~~Effective the first full pay period following July 1, 2023, the City shall increase the then-current salary schedules for unit employees by two and a half percent (2.5%) to reflect a COLA.~~
- (d) ~~Effective the end of the pay period following Council adoption all members shall receive a one-time lump sum, non-pensionable payment of \$5,000.~~

19.1.2 ~~FY 2025-26 (e~~Effective first full pay period following July 1, 2025); ~~employees shall receive a 4.0% Across-the-Board General Salary Increase~~The Salary Schedules effective November 7, 2021 are attached at Exhibit B. For the most up-to-date Salary Schedules, please refer to the Human Resources Website.

19.1.3 ~~FY 2026-27 (e~~Effective first full pay period following July 1, 2026); ~~employees shall receive a 4.0% Across-the-Board General Salary Increase~~

## 19.2 Market Equity Adjustments

### A. 2025-26 Fiscal Year

Effective the pay period following July 1, 2025, the City shall increase the base pay for each classification which has a base wage more than ten percent (10%) below market average using the final data provide by the 2024 Gallagher Total Compensation Study ("Study"), by a percentage sufficient (after application of the 7% GSI in July 2024) to bring the classification's base wage to ten percent (10%) below market average. However, no classification will receive a market-based equity adjustment of more than five percent (5%).

In addition, each non-surveyed classification which is tied to a benchmark classification will receive a base wage increase sufficient to maintain the differential recommended by the Gallagher Study.

The market-based equity adjustment will be made in the same pay period as the four percent (4%) GSI. Market-based equity adjustments are independent of the GSI and will be implemented in an additive (non-compounded) fashion.

Example A. The 2024 Gallagher Study data shows Classification A to have a base wage of twenty percent (20%) below market average. Effective the pay period following July 1, 2025, Classification A will receive a Market Equity Increase of three percent (3%) (i.e.,  $20\% - 7\% - 10\% = 3\%$ ) plus the four percent (4%) GSI for a total of seven percent (7%).

Example B. The 2024 Gallagher Study data shows Classification B to have a base wage of fifteen percent (15%) below market average. Classification B will not receive a Market Equity Increase in July 2025 (i.e.,  $15\% - 7\% - 10\% < 0\%$ ).

Example C. The 2024 Gallagher Study data shows Classification C to have a base wage of twenty-seven percent (27%) below market average. Effective the

pay period following July 1, 2025, Classification C will receive a Market Equity Increase of five percent (5%) (i.e., 27%-7%-10%=10%) plus the four percent (4%) GSI for a total of nine percent (9%).

B. 2026-27 Fiscal Year

Effective the first quarter of 2026, this MOU will re-open on the subject of market-based equity increases, and the Parties will meet at confer over additional equity adjustments to be effective the first full pay period following July 1, 2026.

**ARTICLE 20**            **IMPLEMENTATION OF INTERNAL  
REVENUE CODE SECTION 414(h)(2)**

As permitted by law, including Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Article 30 with state and federal income tax on the PERS member contribution deferred to the extent permitted by law, including Internal Revenue Code, 26 USC Section 414(h)(2).

**ARTICLE 21**            **OVERTIME**

21.1 Overtime is defined as all hours actually worked by the employee in excess of forty (40) hours worked in a workweek unless an employee is on an alternate work schedule then overtime shall be paid in accordance with the alternative work agreement. An employee shall not work hours in excess of his/her regularly scheduled hours unless requested or approved by his/her supervisor or in case of an emergency.

21.2 Payment for overtime shall either be in cash at one and one-half (1½) times the employee's regular rate of pay, or in compensating time off (CTO) earned at the rate of one and one-half (1½) hours of CTO for each hour of overtime worked.

21.3 Selection and use of CTO shall be as provided in Article 22 - CTO.

21.4 In the event an employee is required to work more than five (5) hours in any shift without a lunch period, or more than six (6) hours on a ten (10) hour day without a lunch period, the City shall pay the employee thirty (30) minutes at the overtime rate for that shift in addition to the regular wages (see 18.5).

21.5 See Article 47, "Overtime for Off Shift Meetings."

[21.6 CalPERS' definition of pensionable compensation excludes overtime and additional payments for work "in excess of the hours of work considered normal for employees on a full-time basis."](#)

## **ARTICLE 22**      **COMPENSATORY TIME OFF (CTO)**

### **22.1 Selection of CTO**

An employee may select CTO as payment for overtime only if the added CTO does not cause the employee's accrued CTO to exceed one hundred (100) hours.

### **22.2 Use of CTO**

Use of CTO shall be governed by the rules used for taking of vacation.

### **22.3 Payment of CTO**

If an employee terminates from the City, all remaining accrued CTO shall be paid at the employee's regular rate of pay.

22.3.1 A CTO "cash out" program is available. This program provides an employee with the option to "cash out" some or all of their accrued CTO. The current version of the CTO "cash-out" policy is attached as Exhibit C for reference purposes only. For the most up-to-date CTO "cash-out"

policy, please contact the Human Resources Department.

22.3.2 Whether used or paid out, CTO will be paid at the employee's regular rate of pay in effect at the time.

22.3.3 In the event the Internal Revenue Service issues guidance or the City becomes aware of enforcement actions related constructive receipt issues based on the earning of CTO, the MOU will reopen on the issue of CTO and the parties will meet and confer over ways to address the constructive receipt issue.

## **ARTICLE 23**      **INSURANCE PROGRAMS**

23.1 The City shall provide the insurance programs described in this Agreement.

23.2 The parties agree that the City has the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined below.

## **ARTICLE 24**      **HEALTH INSURANCE**

24.1 The City shall offer employees and their dependent(s), including qualified domestic partners, a health insurance program under the terms set forth below.

24.1.1 Employees shall have access to the medical plans offered by Teamsters Local 856 Health Trust health care plans (Anthem EPO (grandfathered), Anthem PPO, and Kaiser), and employee contributions toward the monthly health insurance premiums shall be as follows:

- (a) Employees shall pay twelve and one half percent (12.5%) of the cost of the health premium for the health plan with the least expensive monthly premium. If the other health plans remain at or below six percent (6%) of the least expensive monthly premium, employees with those plans shall also contribute twelve and one half percent (12.5%).
- (b) For the next most expensive monthly health premium (the “mid-range” plan), employees shall contribute fifteen percent (15%) of the cost of the premium if the average premium difference is higher than six percent (6%) of the least expensive plan.
- (c) For the most expensive monthly health premium, employees shall contribute twenty percent (20%) of the cost of the premium if the average premium difference is twelve and one half percent (12.5%) or more than the least expensive premium. If the most expensive premium has an average premium difference greater than six percent (6%) and less than twelve percent (12%), the employee shall pay fifteen percent (15%).
- (d) Regular-hire full-time and part-time employees working at least 20 hours/week or more are eligible to participate in



health insurance plans, and the City will contribute a percentage of the amount equaling the bargaining unit member's authorized position full-time equivalent (FTE) towards the selected coverage. Part-time employees will be responsible for the balance of premiums through payroll deductions. If the part-time employee waives coverage, no cash payment will be made in lieu of the insurance.

- (e) Deductions for the costs of health plan premiums shall be made through payroll deduction, and shall occur semi-monthly.
- (f) All employees must enroll in medical insurance coverage unless the employee requests a waiver of coverage from the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other minimum essential group coverage. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify the Human Resources Department and enroll in a City sponsored health insurance program within 30 (thirty) days after termination of such coverage.

24.2 Prior to open enrollment the City shall publish new rates and employee contributions to the premium payment for the next calendar year during Open Enrollment.

24.3 A summary description of benefits for the Teamsters medical plans can be found in the Employee Benefits Guide and Employee Benefits website available online at: <https://flimp.live/CityofSantaRosa>.

## **ARTICLE 25**            **COMBINED DENTAL AND VISION INSURANCE**

25.1 The City shall offer employees and their dependent(s), including qualified domestic partners, a combined dental and vision insurance program. The most up-to-date description of dental and vision benefits can be found in the Employee Benefits Guide and on the Employee Benefits Website available at <https://flimp.live/CityofSantaRosa>.

25.2 Enrollment for dental and vision benefits shall be combined. Employees shall be required to elect both dental and vision insurance benefits or neither insurance benefits.

25.3 The City shall contribute one hundred percent (100%) toward the combined dental and vision benefit premium for full time employees. Current plan year rates can be found on the Employee Benefits Webpage.

[25.4 The City will request that its broker report on potential options for the current dental program in the upcoming fiscal year 2025-2026 to assess network availability and utilization.](#)

## **ARTICLE 26**            **LIFE INSURANCE**

26.1 The City shall provide term life insurance coverage in the amount of twenty thousand dollars (\$20,000) for each full time and permanent part-time employee.

26.2 Additional voluntary term life and AD&D insurance may be purchased in increments of \$10,000 up to the allowed maximum as outlined in the plan documents by

each employee at his/her cost through a payroll deduction system. Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier. Optional spouse or domestic partner life insurance may also be purchased in increments of \$10,000 up to the lesser of 100% of the employee benefit or the allowed maximum through payroll deduction. Proof of good health may be required for spouse or domestic partner life insurance subject to the rules of the insurance carrier. A description of benefits is available in the plan documents on the Employee Benefits Webpage.

## **ARTICLE 27**        **DISABILITY INSURANCE**

27.1 The City shall offer benefit eligible employees a short-term and long-term disability insurance program. ~~The City will~~ and pay the monthly premium costs during the term of ~~this the~~ Agreement. Effective as soon as possible, but no later than January 1, 2025, the short-term disability insurance program shall be expanded to include a paid family leave benefit. Details of the program benefits are outlined in the plan document available on the Employee Benefits Webpage.

In the event any other group receives a new City-paid paid family leave benefit prior to January 1, 2025, that benefit will be extended to Unit 4/6/7 at the same time.

~~27.2 Effective August 1, 2017, the City shall offer employees a short-term disability insurance program and pay the monthly premium costs during the balance of this Agreement.~~

~~27.2.1 The major components of the plan are:~~

~~27.2.1.1 55% of insured earnings;~~

~~27.2.1.2 \$1,500 maximum weekly benefit;~~

~~27.2.1.3 \$25 minimum weekly benefit;~~

~~27.2.1.4 — Elimination period of 7 days.~~

**ARTICLE 28**      **ADDITIONAL INSURANCE PLANS**

28.1 The City shall deduct premium costs from an employee's paycheck for additional insurance plans in amounts and for plans that have been approved by the City at the employee's request.

**ARTICLE 29**      **RETIRED EMPLOYEES HEALTH INSURANCE**

29.1 Employees who retire from the City may continue their health insurance coverage by enrolling in the retiree Health Plan that corresponds to the active plan they are enrolled in at the time of retirement. Employees who retire from the City must pay appropriate premiums to the City or its designated administrator in advance of such coverage on a monthly basis. The employee and the spouse or domestic partner must be enrolled under the respective Health Insurance Program at the time of retirement in order to qualify for the conversion privilege. Participants and their spouse or domestic partner are required to enroll in Medicare when eligible and plans will become Medicare supplement and/or Medicare Advantage for enrollees.

29.2 Employees enrolled in the health plan, in the month prior to retirement, who have access to another employer provided insurance plan, may exercise a waiver if they enroll in other group minimum essential coverage, and submit a letter of request to the Teamsters Health Trust, that allows them a one-time option to re-enroll in the waived health plan within thirty (30) days of termination of that other employer provided insurance plan. Proof of other group minimum essential coverage will be required to exercise the one-time option to re-enroll in the waived retiree health plan.

## **ARTICLE 30**        **RETIREMENT**

30.1 Employees are provided retirement benefits under the California Public Employees Retirement System (CalPERS) as described in this Article 30.

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

Effective July 8, 2012, this Section 30.2 (including subsections) shall apply to bargaining unit members hired before July 8, 2012.

### **30.2.1**        **3% at 60 Pension Formula**

The “3% at 60” enhanced retirement program will be available to bargaining unit members covered by this Section 30.2.

### **30.2.2**        **Final Compensation Based On Twelve Month Period**

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 30.2 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

### **30.2.3**        **Required Bargaining Unit Member Contribution**

Bargaining unit members covered by this Section 30.2 shall pay, through payroll deduction, the eight percent (8.0%) member contribution and an additional two and one half percent (2.5%) of PERSable compensation for a total of ten and one half percent (10.5%) member contribution toward the normal costs of pension benefits as permitted by Government

Code Section 20516.

30.2.4 The parties agree to meet and confer during the term of this contract to discuss the current status of the side letters attached as Exhibit G, which relate to the unfunded liability portion of the 3%@60 benefit.

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

Effective July 8, 2012, this Section 30.3 (including subsections) shall apply to bargaining unit members hired on or after July 8, 2012, and before January 1, 2013. In addition, this Section 30.3 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements:

30.3.1      2.5% at 55 Pension Formula

The “2.5% @ 55” retirement program will be available to bargaining unit members covered by this Section 30.3.

30.3.2      Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 30.3 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

30.3.3      Required Bargaining Unit Member Contributions

Bargaining unit members covered by this Section 30.3 shall

pay, through payroll deduction, the eight percent (8.0%) member contribution and an additional two and one half percent (2.5%) of PERSable compensation for a total of ten and one half percent (10.5%) member contribution toward the normal costs of pension benefits as permitted by Government Code Section 20516.

30.4 Tier Three: PEPR Retirement Tier Required For Bargaining Unit Members  
Hired On or After January 1, 2013 and Not Qualified For Reciprocity

Effective January 1, 2013, this Section 30.4 (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

30.4.1      2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to bargaining unit members covered by this Section 30.4.

30.4.2      Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 30.4 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

30.4.3      Required Bargaining Unit Member Contributions

As required by Government Code Section 7522.04(g),

effective January 1, 2013, bargaining unit members covered by this Section 30.4 shall pay, through payroll deduction, fifty percent (50%) of normal cost of pension benefits.

30.4.4 Pension Cost Sharing

Bargaining unit members covered by this Section 30.4 shall pay, through payroll deduction, an additional member contribution of two and one half percent (2.5%) of PERSable compensation toward the normal cost of pension benefits as permitted by Government Code Section 20516.

30.5 Transit Employees: For purposes of this subsection "Transit Employees" are defined as employees working in the City's Transit Division in the classifications of Research and Program Coordinator, Department Technology Coordinator, Administrative Secretary, Senior Administrative Assistant and Customer Service Representative.

30.5.1 Transit Employees hired before January 1, 2013 shall be classified as "classic members" and shall be entitled to either Tier One or Tier Two retirement benefits based on their eligibility as described in sections 30.2 and 30.3 above.

30.5.2 Transit Employees hired on or after January 1, 2013 through December 29, 2014 shall be classified "classic members" and shall be entitled to Tier Two retirement benefits for their time in City service between these two dates. Beginning on December 30, 2014 and going forward, such Transit Employees will be classified as "new members" and entitled



to Tier Three retirement benefits.

30.5.3 Transit Employees hired on or after December 30, 2014 shall be classified as “new members” as that term is defined in section 7522.04(e) of the California Government Code and shall be entitled to Tier Three retirement benefits.

30.6 Specific details regarding this retirement plan are available to employees from the Human Resources Department.

30.7 The City shall provide each employee a description of this retirement plan, and information is available on the CalPERS web site at [www.CalPERS.ca.gov](http://www.CalPERS.ca.gov).

30.8 An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965 (see 15.15). An employee may elect to convert all unused sick leave to service credit.

### **ARTICLE 31**      **RETIREMENT MEDICAL STIPEND**

31.1 The City has established a retiree health stipend benefit plan and trust. It is intended that, under this plan and trust, benefits paid to employees will be tax free, contributions will be pre-tax and trust income will be tax exempt. The City and Association will take all steps necessary to achieve these goals including an amendment to this MOU if necessary.

31.1.1 The terms and conditions of eligibility and the amount of the stipend payments will be as provided in the plan documents. 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.

- 31.1.2 The plan funds shall be held by the City in accordance with the Trust Agreement unless otherwise specified in the plan or an amendment thereto.
- 31.1.3 The City reserves the right to contract the administrative duties of this program and pass the cost of the administrative duties to the plan as provided in the plan documents.
- 31.1.4 Plan Adoption: The approved plan is adopted effective January 1, 2008 and all employees leaving the bargaining unit that date or thereafter are subject to the terms of the plan.
- 31.1.5 Employees are eligible to receive benefits when they terminate City employment, reach the age of fifty-five (55), and have four (4) or more years of service within the unit as defined in the plan. For employees covered by this Agreement as of January 1, 2008, all time in service with the City prior to that date is considered time "in the bargaining unit" for purposes of ~~in~~ computing years of service in the plan. After January 1, 2008, only time in service within the bargaining unit is considered ~~in~~ for purposes of computing years of service for the plan.
- 31.1.6 The intent of this plan is for the eligible retiree payments to remain at the amount specified when the retiree first became eligible for payments. However, based on actuarial recommendations and in accordance with the plan, benefit

amounts may be decreased or increased proportionately to all recipients. Increases to recipients' benefits will only occur if active employees in the respective bargaining unit make that decision consistent with the terms of the plan document. For any benefit amount change to be effective, the unit must submit a notice to the City's Risk Manager which includes (i) the date and results of the unit's vote, (ii) the new benefit amounts approved by the unit, and (iii) the effective date for those changes. For retroactive changes, the City must receive this notice no later than February 15th of the calendar year following the year in which the change is proposed to take effect (for example, the City must receive the notice by February 15, 2018 for any changes intended to be retroactive to January 2017). The notice must be signed by an individual who has the authority to bind the unit.

31.1.7 Employees who were in the bargaining unit and retired at a minimum age of fifty-five (55), between July 1, 1998 and December 31, 2007 with at least fifteen (15) consecutive years of service with the City shall receive eighty dollars (\$80) per month.

31.1.8 Employees eligible for benefits effective January 1, 2008, who ~~retired~~ terminated City employment or left the

[bargaining unit](#) on or before October 1, 2014 currently receive benefits as shown below:

<b>WHOLE YEARS OF SERVICE <a href="#">IN THE BARGAINING UNIT</a></b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in Jan 2008</b>
Less than 4 years' service	None	0
4 years	8.33%	\$8.33
5	16.66%	\$16.66
6	25%	\$25.00
7	33.33%	\$33.33
8	41.66%	\$41.66
9	50%	\$50.00
10	58.33%	\$58.33
11	66.66%	\$66.66
12	75%	\$75.00
13	83.33%	\$83.33
14	91.66%	\$91.66
15 or more	100%	\$100.00

31.1.9 All stipend payments are made monthly or upon receipt of reimbursement request according to rules of the plan.

31.1.10 Retiree benefit shall **NOT** transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree;

31.1.11 The City will contribute, in lieu of a one-half of one percent (1/2%) cost of living adjustment commencing July 1, 1998, and an additional twelve hundredths of one percent (0.12%)

for a total of sixty-two hundredths of a percent (0.62%) of salary commencing at midnight June 30, 2000, on behalf of employees to this Plan.

31.1.12 In addition to the contributions set forth in Article 31.1.11, the City will make the following contributions in lieu of COLA increases:

- Effective October 5, 2014, the City will contribute an additional twenty-eight hundredths of a percent (.28%) on behalf of employees to this Plan.
- Effective July 12, 2015, the City will contribute an additional twenty-one hundredths of a percent (.21%) on behalf of employees to this Plan.
- Effective the first day of the first full pay period of January 2016, the City will contribute an additional fourteen hundredths of a percent (.14%) on behalf of employees to this Plan.

31.1.13 As set forth in Section 31.1.12, the City contributes an amount equal to one and one quarter percent (1.25%) of base wages to the Stipend Plan on behalf of employees covered by this MOU. Effective the first full pay period after July 1, 2017, the City will increase its contribution by one-quarter percent (0.25%) of base wage, for a total of one and a half percent

(1.5%) of base wage. Effective the first full pay period following July 1, 2018, the City will increase its contribution by one-quarter percent (0.25%) of base wage, for a total contribution of one and three quarters percent (1.75%) of base wage. Effective the first full pay period following July 1, 2019, the City will increase its contribution by one quarter percent (0.25%) of base wage, for a total contribution of two percent (2.0%) of base wage.

31.1.14 The contribution shall be calculated monthly based upon the total regular hours labor costs for the unit and deposited in the trust by the fifteenth (15<sup>th</sup>) of the following month.

31.2 Eligible employees who ~~retired~~ terminated City employment or left the bargaining unit after October 1, 2014 and prior to July 1, 2016, shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE <u>IN THE BARGAINING UNIT</u></b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in October 1, 2014</b>
Less than 4 years' service	None	0
4 years	8.33%	\$10.41
5	16.66%	\$20.83
6	25%	\$31.25

WHOLE YEARS OF SERVICE <u>IN THE BARGAINING UNIT</u>	ACCRUED BENEFIT PERCENTAGE	AMOUNT OF MONTHLY STIPEND in October 1, 2014
7	33.33%	\$41.66
8	41.66%	\$52.08
9	50%	\$62.50
10	58.33%	\$72.91
11	66.66%	\$83.33
12	75%	\$93.75
13	83.33%	\$104.16
14	91.66%	\$114.58
15 or more	100%	\$125.00

31.2.1 All stipend payments are made monthly or upon receipt of reimbursement request according to rules of the plan.

31.2.2 Retiree benefit shall **NOT** transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.3 Eligible employees who ~~retired~~ terminated City employment or left the bargaining unit on or after July 1, 2016, and prior to July 1, 2017, shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE <u>IN THE BARGAINING UNIT</u></b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2016</b>
Less than 4 years' service	None	0
4 years	8.33%	\$12.50
5	16.66%	\$24.99
6	25%	\$37.50
7	33.33%	\$50.00
8	41.66%	\$62.49
9	50%	\$75.00
10	58.33%	\$87.50
11	66.66%	\$100.00
12	75%	\$112.50
13	83.33%	\$125.00
14	91.66%	\$137.49
15 or more	100%	\$150.00

31.3.1 All stipend payments are made monthly or upon receipt of reimbursement request according to rules of the plan.

31.3.2 Retiree benefit shall NOT transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.4 Eligible employees who ~~retired~~ terminated City employment or left the bargaining unit on or after July 1, 2017, and prior to July 1, 2018, shall receive benefits



as listed below:

<b>WHOLE YEARS OF SERVICE <u>IN THE BARGAINING UNIT</u></b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2017</b>
Less than 4 years' service	None	0
4 years	8.33%	\$16.66
5	16.66%	\$33.32
6	25%	\$50.00
7	33.33%	\$66.66
8	41.66%	\$83.32
9	50%	\$100.00
10	58.33%	\$116.66
11	66.66%	\$133.32
12	75%	\$150.00
13	83.33%	\$166.66
14	91.66%	\$183.32
15 or more	100%	\$200.00

31.4.1 All stipend payments are made monthly or upon receipt of reimbursement request according to rules of the plan.

31.4.2 50% of retiree benefit shall transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.5 Eligible employees who ~~retire~~terminated City employment or left the

bargaining unit on or after July 1, 2018, and prior to July 1, 2019, shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE <u>IN THE BARGAINING UNIT</u></b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2018</b>
Less than 4 years' service	None	0
4 years	8.33%	\$20.83
5	16.66%	\$41.65
6	25%	\$62.50
7	33.33%	\$83.33
8	41.66%	\$104.15
9	50%	\$125.00
10	58.33%	\$145.83
11	66.66%	\$166.65
12	75%	\$187.50
13	83.33%	\$208.33
14	91.66%	\$229.15
15 or more	100%	\$250.00

31.5.1 All stipend payments are made monthly or upon receipt of reimbursement request according to rules of the plan.

31.5.2 50% of retiree benefit shall transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.6 Eligible employees who ~~retire~~ terminated City employment or left the bargaining unit on or after July 1, 2019, and prior to July 1, 2020, shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE <u>IN THE BARGAINING UNIT</u></b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2019</b>
Less than 4 years' service	None	0
4 years	8.33%	\$24.99
5	16.66%	\$49.98
6	25%	\$75.00
7	33.33%	\$99.99
8	41.66%	\$124.98
9	50%	\$150.00
10	58.33%	\$174.99
11	66.66%	\$199.98
12	75%	\$225.00
13	83.33%	\$249.99
14	91.66%	\$274.98
15 or more	100%	\$300.00

31.6.1 All stipend payments are made monthly or upon receipt of reimbursement request according to rules of the plan.

31.6.2 50% of retiree benefit shall transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.7 Eligible employees who [terminate City employment or leave the bargaining unit](#) ~~retire~~ on or after July 1, 2020 shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE <a href="#">IN THE BARGAINING UNIT</a></b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2020</b>
Less than 4 years' service	None	0
4 years	8.33%	\$29.16
5	16.66%	\$58.31
6	25%	\$87.50
7	33.33%	\$116.66
8	41.66%	\$145.81
9	50%	\$175.00
10	58.33%	\$204.16
11	66.66%	\$233.31
12	75%	\$262.50
13	83.33%	\$291.66
14	91.66%	\$320.81
15 or more	100%	\$350.00

31.7.1 All stipend payments are made monthly or upon receipt of reimbursement request according to rules of the plan.

31.7.2 50% of retiree benefit shall transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

### [31.8 Service in Other City Bargaining Units](#)

[“Whole Years of Service” for purposes of calculating the retiree medical stipend set forth in this section refers to full \(not partial\) years of service in a bargaining unit covered by this MOU, as defined in Section 31.1.5.](#)

31.8.1 Employees who promote or transfer into Unit 4, 6, or 7 from another City bargaining unit will count only those years of service worked in Units 4, 6, or 7.

31.8.2 Unit 4, 6, or 7 Employees who promote or otherwise transfer into a different City bargaining unit before retiring from the City shall have their benefit calculated based on their time in a bargaining unit covered by this MOU (units 4, 6, and 7). For example, an employee who worked in unit 4 for ten and one-half (10.5) years before promoting to Unit 9 in 2021 and retired from Unit 9 in 2025 would have their benefit based on their whole years of service in Unit 4 based on the table in Section 31.6 (i.e., 10 Years of Service resulting in an accrued benefit percentage of 58.33%).

## **ARTICLE 32**      **UNIFORMS**

32.1 If the City requires an employee to wear a uniform, the City will provide, and employees shall wear at all times when on duty, full uniforms to include shirts (including UV protective shirts as appropriate), tee shirts, pants, jacket (including rain jacket), and baseball cap, as weather conditions dictate.

32.2 Employees provided uniforms or a uniform allowance by the City shall receive them by the first day of November each fiscal year. Employees shall be responsible for the normal maintenance and upkeep of uniforms and work clothes in accordance with City policy. Annual uniform allowance shall be one hundred and ninety dollars (\$190).

32.3 City shall replace uniforms for normal wear and tear resulting from City work activities.

32.4 See Unit # 6 Appendix and Unit #7 Appendix for details regarding Footwear.

32.5 See Unit #7 Appendix for details regarding uniforms for Parking

Enforcement Officers, Parking Operations Aides and Parking Operations Coordinators.

**ARTICLE 33**      **CALL BACK**

33.1 An employee who has completed their workday, has left the work site, and is ordered to return to duty following the normal workday shall receive pay for actual work performed or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

33.1.1 The order to return to work occurs following the termination of their normal work shift on the day the return is required;

33.1.2 The return is necessitated by unanticipated work requirements; and

33.1.3 The employee actually returns to work.

33.2 An employee who is ordered to begin their shift up to two (2) hours prior to normal starting time shall not be eligible to call back pay for that early call back.

33.3 Civilian employees of the Police Department, who provide support services for the Special Response Unit and the Crisis Negotiations Unit, and are required to return to duty to provide said support, shall receive call back pay as provided in Article 33.1.

33.4 Civilian employees of the Police Department, who provide support services for the Special Response Unit and the Crisis Negotiations Unit, and are required to return to duty to provide said support, shall receive a shift differential of one dollar and forty cents (\$1.40) for all hours actually worked between 6:00 p.m. and 12:00 a.m., and one dollar and eighty cents (\$1.80) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m. Effective the first full pay period following July 1, 2017, these shift differentials shall increase to one dollar and eighty cents (\$1.80) for all hours actually

worked between 6:00 p.m. and 12:00 a.m., and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

33.4.1 Employees shall not receive shift differential pay for hours worked on dayshift. Dayshift is defined as that work schedule whose hours most closely match the traditional eight to five schedule. Swing shift is the work schedule which follows dayshift. Graveyard is the work schedule which follows swing shift.

#### **ARTICLE 34**      **COURT APPEARANCES**

34.1 Employees subpoenaed by or on behalf of the City, to appear in court or attend other related appearances, such as depositions, during off-duty hours shall receive a minimum of two (2) hours' pay at the overtime rate.

34.2 Court appearances in excess of two (2) hours shall be compensated at the regular hourly rate of pay. However, if employees have completed their regularly scheduled work shift and then are required to be in court during the same day, the overtime rate shall be used to compute pay.

34.3 Time served under subpoena for irregular shift employees shall be considered as time worked so that an irregular shift employee shall not be required to appear in court under service of process and also work a shift for the City during any twenty-four hour (24) period.

#### **ARTICLE 35**      **STANDBY ASSIGNMENT**

See Unit #7 Appendix for details

**ARTICLE 36**            **SHIFT DIFFERENTIAL**

See Unit #4 Appendix and Unit #7 Appendix

**ARTICLE 37**            **RULES AND REGULATIONS**

37.1 The City's Personnel Rules and Regulations and the Employer-Employee Relations Ordinance as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees and the Union unless superseded by any provision of this Agreement. For reference purposes only, the Personnel Rules and Regulations and the Employer-Employee Relations Ordinance are attached as Exhibits H and I respectively. For the most up-to-date version of these documents, please contact the Human Resources Department.

37.2 Classification Change Notification: The Union shall be notified of classification changes proposed by the Human Resources Department, and the City shall meet and confer with the Union regarding the proposed changes to the extent required by law.

**ARTICLE 38**            **WORK CURTAILMENT**

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

**ARTICLE 39**            **CONTRAVENTION OF LAWS**

39.1 The provisions of this Agreement shall be subordinate to any present or subsequent Federal law, State law or City Charter provisions.



## **ARTICLE 40**      **SEVERABILITY**

40.1 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 41**      **FULL UNDERSTANDING, MODIFICATION, WAIVER**

41.1 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.

41.2 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.

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

41.4 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.

41.5 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 42**      **CATASTROPHIC LEAVE**

42.1 Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury either to themselves, a spouse, a qualified domestic partner, a parent or a dependent minor child. See the Catastrophic Leave Policy on the Employee Services Web page for more information.

42.2 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.

42.3 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 injury or catastrophic illness or injury to spouse, qualified domestic partner, parent or dependent minor child.

42.4 The employee must first exhaust all accrued sick leave, vacation leave and compensatory time before qualifying for catastrophic leave.

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

42.6 Employees donating vacation or compensatory time 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. Employees may also donate sick leave up to twenty four (24) hours in a fiscal year. Employees donating sick leave must have a balance of

eighty (80) hours of sick leave after the donation.

42.7 An employee requesting catastrophic leave must receive the recommendation of his or her Department Head and the approval of the City Manager or City Manager's designated committee. Such leave may initially be approved up to a maximum of three hundred and forty (340) donated hours. If the catastrophic illness or injury continues, up to an additional three hundred and forty (340) donated hours may be recommended and approved.

42.8 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.

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

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

#### **ARTICLE 43**            **ACTING SENIOR WASTEWATER PLANT OPERATOR**

See Unit #7 Appendix for details.

#### **ARTICLE 44**            **GRIEVANCE PROCESS**

##### **44.1. Definition, Scope and Right to File**

A grievance may be filed by an individual employee, or jointly by a group of employees, or by an employee organization. Grievances may be processed and appeals may be filed on behalf of an employee who has completed the required initial probationary period and attained permanent status.

All grievances shall be filed in accordance with this procedure. A grievance

is a claimed violation, misinterpretation, inequitable application or non-compliance with a memorandum of understanding, City ordinance, resolution, rule or regulation affecting working conditions. Disputes over individual disciplinary actions are not considered grievances and are addressed in Rule 7.

#### 44.2. General Conditions

- 44.2.1. The Human Resources Department shall act as a central repository for all grievance records. Grievance records are filed separately and are not a part of any employee's personnel file.
- 44.2.2. Time limits may be extended by mutual agreement in writing or by the City Manager where a written request for such an extension is submitted prior to the expiration of the applicable time period. If a City representative does not respond within the required time limits and the time limits have not been extended, then the grievance shall be advanced to the next step.
- 44.2.3. An aggrieved employee may be represented by any person or organization of choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included, upon prior request of the grievant, is entitled to be present at all meetings, conferences, and hearings.

44.2.4. In situations where there are disputes which do not fall under this chapter, due to the dispute not meeting the definition of a grievance, or a deadline being missed, the parties to the dispute are encouraged to continue to address the issue, including seeking mediation.

#### 44.3. Informal Grievance Procedure

As soon as possible, but within 14 calendar days of the discovery of an event giving rise to a grievance, the grievant or representative shall present the grievance clearly and succinctly, either verbally or in writing, to the supervisor, except in situations where the grievance involves the relationship with the supervisor; in those situations, the grievance shall be submitted to the next higher level of supervision within the same time frame. The parties are encouraged to seek mediation to resolve the dispute. Mediation services are available through the Human Resources Department or from other City mediators to assist in bringing the grievance to a resolution. The grievant and supervisor have a mutual responsibility to have the matter resolved, if possible, at the organizational level of origin.

The supervisor shall provide the grievant with a written response to the grievance within seven (7) calendar days of the last meeting with the employee regarding the grievance. Presentation of an informal grievance shall be necessary prior to the filing of a formal grievance.

#### 44.4. Formal Grievance Procedure

If the issue grieved was not resolved informally, a formal written grievance shall be filed within 14 calendar days after receipt of the supervisor's response to the

informal grievance. The grievance will include a clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding, or other pertinent document involved, the date on which the grievance occurred and a proposed solution to the grievance. A formal grievance shall only be initiated by completing a form provided by the Human Resources Department.

44.4.1. Department Review:

Within 14 calendar days after the formal grievance is filed, the department head or designated representative shall investigate the grievance, confer with the grievant, attempt to resolve the issue and make a decision in writing. The parties are encouraged to seek mediation to resolve the dispute.

If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within seven (7) calendar days after notification of the department head's decision, request the City Manager or designee to consider the decision rendered by the department head. Such request shall be in writing and filed with the Human Resources Director.

44.4.2. City Manager Review

Within 14 calendar days after receipt of the written request, the City Manager or designee shall investigate the grievance, confer with persons affected and their representatives to the

extent deemed necessary, offer to seek mediation and render a decision in writing.

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

If the decision of the City Manager or designee does not resolve the grievance to the satisfaction of the grievant, the grievant may file a request for a hearing before the Personnel Board. The request for a hearing shall be made in writing within seven (7) calendar days from the date of receipt of the decision of the City Manager or designee.

#### 44.5. Appeal to the Personnel Board

Appeals to the Personnel Board will be conducted in accordance with Rule 8, Personnel Board Hearings, of these rules and any rules or procedures established by the Personnel Board.

#### 44.6. Non-Reprisal

Every employee subject to this procedure shall be guaranteed the free and complete right to process a grievance pursuant to this procedure. No City official, department head, or any other person or body shall harass, coerce, intimidate, or threaten an employee, group of employees, or employee organizations because of the exercise of their rights under this procedure.

#### 44.7. Informal Complaint Procedure for Probationary Employees

Probationary employees shall have access to an informal complaint procedure only for issues limited to misapplication or misinterpretation of the MOU or City policies or procedures. Probationary employees should immediately bring complaints regarding these issues to their supervisor. This informal complaint procedure is not available for disciplinary actions or decisions to end employment during the probationary period. If additional assistance is needed in resolving the dispute, the parties are encouraged to seek mediation. Mediation services are available from the Human Resources Department. If the issue is not resolved, the employee may discuss the issue with the Department Head or the Director of Human Resources.

#### **ARTICLE 45**      **UNION/MANAGEMENT MEETINGS**

45.1 The parties agree to meet quarterly to discuss matters of mutual interest.

45.2 The Union may bring a reasonable number of representatives as agreed upon in advance with the City.

45.3 The agenda shall be prepared by the City after discussion with the Union.

#### **ARTICLE 46**      **TIME SAVINGS PLAN**

46.1 The City shall continue to administer the Time Savings Policy, which allows employees to buy time off for supplementing vacation, holiday, or other compensatory leave and, which is attached as Exhibit J for reference purposes only.

#### **ARTICLE 47**      **OVERTIME FOR OFF SHIFT MEETINGS**

47.1 Any employee covered under this Agreement shall receive a minimum of two (2) hours of overtime pay for hours actually worked any time he/she is required by the City to attend and, in fact, does attend any meeting scheduled outside of his/her



regular shift, including evening meetings and meetings scheduled on an employee's regular day off (RDO).

**ARTICLE 48**            **RECORDING SECRETARY**

See Unit #4 Appendix for details.

**ARTICLE 49**            **ADVANCED COMPUTER SYSTEMS ADMINISTRATION**

See Unit #4 Appendix for details.

**ARTICLE 50**            **3% PREMIUM PAY TO COORDINATE DEPARTMENT'S TECHNOLOGY PLAN**

See Unit #6 Appendix for details.

**ARTICLE 51**            **BILINGUAL PAY**

51.1 Additional pay of two percent (2%) shall be received by employees designated by their department head as proficient in Spanish, [or any other language designated by the Department of Human Resources](#), in accordance with the criteria established in the Bilingual Customer Service Program established by the Human Resources Department.

**ARTICLE 52**            **PARKING OPERATIONS AIDE PREMIUM**

See Unit #7 Appendix for details.

**ARTICLE 53**            **BUILDING INSPECTOR ACTING PAY**

See Unit #7 Appendix for details.

**ARTICLE 54**            **DESIGNATED OPERATOR IN CHARGE PAY**

See Unit #7 Appendix for details.

**ARTICLE 55**            **AUTHORIZED AGENTS**

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

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

55.1.2 Union's principal authorized agent shall be the Secretary-Treasurer of Teamsters Local Union 856 (address: 453 San Mateo Ave, San Bruno CA 94066; telephone (650) 635-0111, FAX (650) 635-1632), except where a particular representative is specifically designated in the Agreement.

## **ARTICLE 56**      **WELLNESS**

56.1 In recognition of the importance of a healthy workforce and to promote physical and mental fitness for staff, after the termination of the former City wellness program, the City has been exploring options to enhance employee health and wellness. The City shall sponsor an employee wellness program to promote health and wellness, including employees' physical and mental fitness; and to reduce absenteeism. The program will consist of an annual payment to each employee of: \$500, ~~with the first payment provided to employees upon Council adoption of the MOU, and \$500 on the first paycheck in January of each year thereafter,~~ so that the employee may defer some of the expenses normally incurred for wellness. The \$500 payment shall be made in the first paycheck in January of each year and shall be limited to employees in paid status at the time of the payment.

The payment is to be used for wellness programs such as gym memberships, fitness equipment, and/or weight loss programs which will enhance the health and wellbeing of City staff. Employees should keep documentation for the program as verification and receipts may be requested. The payment shall be prorated based on the employee's allocated, full time equivalent status.

## **ARTICLE 57**      **VACATION CASHOUT**

57.1 Employees who have completed ten (10) years of service with the City may "sell back" up to eighty (80) hours (prorated based on FTE allocation) of vacation accrual once per calendar year, provided s/he has eighty (80) hours of vacation remaining after the sell back, under the following procedure:

57.1.1 Effective December 2017, and during the month of December of each year thereafter, there will be an open enrollment period during which each bargaining unit member must make an irrevocable election to "sell back" vacation accrual the following year. The number of hours that the bargaining unit member will sell back must be indicated at that time. Failure to submit an irrevocable election form shall be the same as electing not to sell back vacation leave.

57.1.2 The sell back must be made by the first paycheck in December of the following year. A bargaining unit member who has elected to sell back vacation but has not done so by the first paycheck in December, will be automatically cashed out for the number of hours elected (subject to the limits of

Article 57.1) on the second paycheck in December.

57.1.3 If an employee elects to “sell back” vacation but does not have eighty (80) hours of vacation leave in their vacation leave bank during the pay period for which they request the sell back, their sell back request will not be fulfilled.

57.1.4 Employees must have completed ten (10) years of service at the time they request the sell back. For example, an employee who will complete ten years of service on August 1, 2018 may make an irrevocable election to sell back vacation time during the December 2017 election period but will not be permitted to request the sell back until after August 1, 2018.

## **ARTICLE 58**      **WATER DISTRIBUTION OPERATORS CERTIFICATION**

58.1 See Units #6 and #7 Appendices for details.

## **ARTICLE 59**      **ACTING PAY**

## **ARTICLE 59**      **ACTING PAY**

59.1 A unit member temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Acting Pay. A member must meet the minimum qualifications of the higher classification and must be assigned in writing by his or her supervisor.

59.1.1 Except as otherwise provided in this MOU, Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate within the salary range of the higher classification. Acting Pay shall be paid from

the first hour of the acting assignment at a rate equal to the first step in the salary range for the higher-level position which is at least five percent (5%) above the member's base salary. Provided, however, that in no event shall the pay exceed the top step of the higher classification.

59.1.2 An acting assignment shall be limited to a term of six months unless an extension is approved by the City Manager or designee.

59.2 An employee temporarily assigned to perform some of the duties of a higher-level classification may be entitled to Out of Class Pay pursuant to the City's Salary Guidelines.

**ARTICLE 59**            **RECOMMENDATION**

59.1 The City and the Union shall recommend the ratification of this Agreement to the City Council and the Association shall recommend the ratification of this Agreement to the employees in the City's Unit #4 - Support Services, Unit #6 - Professional and Unit #7 - Technical.

For the City of Santa Rosa:

For Teamsters, Local 856:

\_\_\_\_\_  
Charles Sakai

\_\_\_\_\_  
Matt Finnegan

\_\_\_\_\_  
Alan Alton

\_\_\_\_\_  
Robert Maddock

\_\_\_\_\_  
Siara Goyer

\_\_\_\_\_  
Chris Huffman

\_\_\_\_\_  
Erin Williams

\_\_\_\_\_  
Jeff Simi

\_\_\_\_\_  
Catherine Noceti

\_\_\_\_\_  
Steve Brady

~~FOR THE CITY OF SANTA ROSA:~~

~~FOR Teamsters Local 856:~~

\_\_\_\_\_  
Jeremia Mills

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Huffman

\_\_\_\_\_  
Date

Jeff Berk	Date	Jeff Bittner	Date
Alan Alton	Date	Steve Brady	Date
		David Hanson	Date
		Sara Roberts	Date
		Mike Maloney	Date
		Scott Mullin	Date
		Amy Nicholson	Date
		Matt Finnegan	Date
		Peter Finn	Date

## RATIFICATION

Ratified:

Teamsters Local 856

By \_\_\_\_\_  
Matt Finnegan Date  
Date  
Staff Attorney Teamsters Local 856

Ratified:

City of Santa Rosa

By \_\_\_\_\_  
Natalie~~Chris~~ Rogers  
Mayor

APPROVED AS TO FORM:

Resolution No.: RES – ~~2021-189~~

By: \_\_\_\_\_  
Teresa Stricker~~Sue Gallagher~~  
City Attorney



## **UNIT 4 APPENDIX**

### **ARTICLE 36**      **SHIFT DIFFERENTIAL**

36.1 Employees shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours actually worked between 6:00 p.m. and 12:00 a.m. and one dollar and eighty cents (\$1.80) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m. Effective the first full pay period following July 1, 2017, these shift differentials shall increase to one dollar and eighty cents (\$1.80) for all hours actually worked between 6:00 p.m. and 12:00 a.m., and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

36.2 Employees shall not receive shift differential pay for hours worked on dayshift. Dayshift is defined as that work schedule whose hours most closely match the traditional eight to five schedule. Swing shift is the work schedule which follows dayshift. Graveyard is the work schedule which follows swing shift.

### **ARTICLE 48**      **RECORDING SECRETARY**

48.1 Employees ~~in the classification of Senior Administrative Assistant~~ assigned in writing by their Department Head to serve as Recording Secretary to a City Council appointed board or commission shall receive a payment of one dollar and twenty cents (\$1.20) per hour for all hours so worked. This work shall include but not be limited to being responsible for preparing the agenda, notification, assembling background materials and taking care of minutes and processing post-meeting documents.

### **ARTICLE 49**      **ADVANCED COMPUTER SYSTEMS ADMINISTRATION**

49.1 Employees in the class of Senior Administrative Assistant who are assigned in writing by the Department Head and who spend at least twenty-five percent (25%) of

their time performing advanced computer program administrative duties, such as development of screens, applications and scripts; and software and hardware installation, maintenance and troubleshooting shall receive a premium pay of seven and one-half percent (7.5%) above his/her salary.

## **UNIT 6 APPENDIX**

### **ARTICLE 32**      **UNIFORMS**

#### 32.4 Footwear

32.4.1 Each fiscal year the City shall provide a safety footwear allowance for the purchase of footwear for employees required by the City to wear safety footwear. Each employee may choose to accept or refuse the allowance.

32.4.2 Employees required by management to wear safety toe footwear meeting ASTM F2413-05 requirements shall receive an additional fifteen dollars (\$15) to be used toward the purchase of safety toe footwear.

32.4.3 The annual footwear allowance shall be two hundred and fifty dollars (\$250).

### **ARTICLE 50**      **3% PREMIUM PAY TO COORDINATE DEPARTMENT'S TECHNOLOGY PLAN**

Employees in classifications in the unit other than Departmental Technology Coordinator or Programmer/Analyst, who, in addition to their regular duties, are assigned in writing by their Department Head to develop and administer the department's technology and by spending thirty percent (30%) or more of their time planning, researching, preparing budgets coordinating and implementing computer and related technologies outlined in the departmental technology plan; coordinating and participating in the maintenance of computer related equipment within the department; and acting as liaison while coordinating the department's computer technology efforts with the Information Technology Department; shall receive a three percent (3%) premium pay

above their current salary.

**ARTICLE 58**        **WATER DISTRIBUTION OPERATORS CERTIFICATION**

58.1 For incumbents in the Quality Control Associate series that are assigned duties requiring certification, the City will pay for the testing and provide paid time for the training and maintenance for the Water Distribution Operators Certificate.

## **UNIT 7 APPENDIX**

### **ARTICLE 18**

### **WORK SCHEDULE**

- 18.2.1 Full time employees in the classifications of Recreation Coordinator and Recreation Specialist shall be scheduled to work between six (6) and ten (10) hours in a day. Hours worked less than six (6) or more than ten (10) shall be by mutual agreement between the supervisor and the employee. The workday may be split, by a minimum of two (2) hours, by mutual agreement between the employee and the supervisor.
- 18.2.2 Individual schedules shall be prepared in advance by the supervisor and provided to the employee. Changes in the schedule with less than five (5) days' notice shall be by mutual agreement, except that, if the supervisor determines it is operationally necessary to make the change and is unable to provide the notice, the overtime rate shall be paid for all hours worked on the new schedule prior to the expiration of the five (5) day notice period.
- 18.2.3 The provisions of the articles 18.2.1 and 18.2.2 shall be reviewed at least every four (4) months. This flexible schedule program is intended to be a trial program. After it has been in effect for one (1) year, the program shall be reviewed by Management and labor to determine if it continues to meet the interests of the parties.

## **ARTICLE 32**      **UNIFORMS**

### **32.4**   **Footwear**

32.4.1      Each fiscal year the City shall provide a safety footwear allowance for the purchase of footwear for employees required by the City to wear safety footwear. Each employee may choose to accept or refuse the allowance.

32.4.2      Employees required by management to wear safety toe footwear meeting ASTM F2413-05 requirements shall receive an additional fifteen dollars (\$15) to be used toward the purchase of safety toe footwear.

32.4.3      The annual footwear allowance shall be two hundred and fifty dollars (\$250).

### **32.5**   **Parking Division Employees**

32.5.1 The City shall provide a uniform allowance for Parking Enforcement Officers, ~~Senior~~ Supervising Parking Enforcement Officers, Parking Operations Aides and Parking Operations Coordinators as follows:

32.5.1.1      Employees, except new employees, shall receive an annual uniform allowance during the month of August for the purchase of uniforms as specified by the City.

32.5.1.2      New employees shall receive the uniform allowance during their first month of employment and annually thereafter during the month of August.

32.5.1.3      Employees shall wear the uniform while at work and

shall be responsible for their purchase, maintenance and replacement in accordance with City policies.

32.5.1.4 The uniform allowance shall be five hundred dollars (\$500.00) and shall be prorated for part-time employees.

32.5.2 Upon request, the City will provide employees in the classifications of Parking Enforcement Officer, Supervising Parking Enforcement Officer, Parking Operations Aide, and Parking Operations Coordinator with an appropriate stab resistant ballistic vest. Employees who have been issued a ballistic vest must wear the vest whenever they are in the field. Vests will be replaced according to the manufacturer's guidelines.

32.6 The City shall provide a uniform allowance for Administrative Technicians required by the Police Department to wear a uniform.

32.6.1 Employees, except new employees, shall receive an annual uniform allowance during the month of August for the purchase of uniforms as specified by the City.

32.6.2 New employees shall receive the uniform allowance during their first month of employment and annually thereafter during the month of August.

32.6.3 Employees shall wear the uniform while at work and shall be responsible for their purchase, maintenance and replacement in accordance with City policies. When employees are not required to wear a uniform, the employees shall follow the Police Department General Order for appropriate business

attire.

32.6.4 The uniform allowance shall be six hundred dollars (\$600.00).

## **ARTICLE 35**      **STANDBY ASSIGNMENT**

35.1 Any employee within a classification specified by the City who is required by the City to perform standby assignment on either a voluntary or mandatory basis shall be paid for such assignment as follows:

35.1.1 Ninety-five dollars (\$95.00) per twenty-four (24) hour period on standby.

35.1.2 The overtime rate for all hours actually worked on a job when called out while on standby.

35.2 An employee on standby assignment shall be available to return to work at any time and shall refrain from activities which might impair the ability to perform duties. To achieve a rapid response, the City shall provide an employee on standby assignment with a communication device which allows for instant contact with the employee. In addition, if practical, the City shall provide an employee on standby assignment with an appropriate City vehicle as determined by the City.

## **ARTICLE 36**      **SHIFT DIFFERENTIAL**

36.1 Employees in the classifications of Senior Wastewater Plant Operator and Wastewater Plant Operator, including trainees assigned to these classifications, shall receive a shift differential as provided below.

36.2 Employees specified in Article 36.1 shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours actually worked during swing shift and a shift differential of one dollar and eighty cents (\$1.80) per hour for all hours worked



during graveyard shift. Effective the first full pay period following July 1, 2017, these shift differentials shall increase to one dollar and eighty cents (\$1.80) for all hours actually worked during swing shift and two dollars and twenty cents (\$2.20) per hour for all hours actually worked during graveyard shift.

36.3 Employees in the classification of Stores Clerk and Store Keeper who are assigned to work in the City Garage shall receive shift differential as provided below.

36.4 Employees specified in Article 36.3 shall receive the shift differential provided herein below for all hours actually worked. Between four (4) p.m. and twelve (12) a.m. it shall be one dollar and forty cents (\$1.40). Between twelve (12) a.m. and six (6) a.m. it shall be one dollar and eighty cents (\$1.80) per hour. Effective the first full pay period following July 1, 2017, these shift differentials shall increase to one dollar and eighty cents (\$1.80) for all hours actually worked between 4:00 p.m. and 12:00 a.m., and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

36.5 Employees within the classification of Parking Operations Coordinator and Parking Operations Aide, who are assigned to work in the City Parking Garages, shall receive shift differential provided herein for all hours actually worked as outlined below:

36.5.1 Graveyard Shift – Effective July 1, 2009, employees shall receive a shift differential of one dollar and eighty (\$1.80) per hour for all hours worked between twelve (12) a.m. and eight (8) a.m. Effective the first full pay period following July 1, 2017, employees shall receive a shift differential of two dollars and twenty (\$2.20) per hour for all hours worked between

twelve (12) a.m. and eight (8) a.m.

36.5.2 Swing Shift – Effective August 2, 2009, employees shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours worked between four (4) p.m. and twelve (12) a.m. Effective the first full pay period following July 1, 2017, employees shall receive a shift differential of one dollar and eighty cents (\$1.80) for all hours actually worked between 4:00 p.m. and 12:00 a.m.

36.6 Employees shall not receive shift differential pay for hours worked on dayshift. Dayshift is defined as that work schedule whose hours most closely match the traditional eight to five schedule. Swing shift is the work schedule which follows dayshift. Graveyard is the work schedule which follows swing shift.

#### **ARTICLE 43**      **ACTING SENIOR WASTEWATER PLANT OPERATOR**

43.1 Wastewater Operator I/II's assigned as Acting Senior Wastewater Plant Operator shall be paid a premium of thirty five dollars (\$35) per shift while so assigned.

#### **ARTICLE 52**      **PARKING OPERATIONS AIDE PREMIUM**

52.1 Effective July 1, 2011, Parking Operations Aides (POAs) shall receive a premium of five percent (5%) of the POA base hourly pay rate per hour when designated by the Department to act as a back-up in the absence of the Parking Operations Coordinator for periods of four (4) hours or more. This premium pay does not apply during Parking Operations Coordinator absences of less than four (4) hours. For Parking Operations Coordinator absences exceeding four hours, this premium shall apply to all hours worked in a back-up capacity.

**ARTICLE 53**            **BUILDING INSPECTOR ACTING PAY**

53.1 Employees in the classification of Building Inspector who are assigned, in writing, by the Director of the Department of Community Development, to the ongoing responsibility of assuming those duties normally associated with the Senior Building Inspector position, shall receive a premium pay of up to five percent (5%) above his/her current salary. The Acting pay shall be not less than minimum salary step of the new class, nor greater than the maximum salary step of the new class.

**ARTICLE 54**            **DESIGNATED OPERATOR IN CHARGE PAY**

54.1 In order to comply with Section 3680(b) of Title 23 Water governed by the State Water Resources Control Board, the City must designate an "Operator in Charge." A Senior Wastewater Plant Operator shall be appointed by the Wastewater Treatment Superintendent to be responsible for the overall operation of a wastewater treatment plant, including compliance with applicable waste discharge requirements, when the chief plant operator is unable to carry out the responsibilities of the position of "chief plant operator."

54.2 This appointment shall be made only when the Superintendent is out of the office and unavailable while on vacation or other reason when there may be a need for an extended leave period.

54.3 A stipend of \$50 (Fifty Dollars) per shift shall be paid to the Senior Wastewater Plant Operator appointed by the Superintendent for a specific time period.

**ARTICLE 58**            **WATER DISTRIBUTION OPERATORS CERTIFICATION**

58.1 For incumbents in the Civil Engineering Technician series that are assigned duties requiring certification, the City will pay for the testing and provide paid time for the

training and maintenance for the Water Distribution Operators Certificate.

## **EXHIBIT A INSURANCE PLANS**

### **DENTAL INSURANCE**

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

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

\*Two thousand dollars (\$2,000) lifetime maximum per person for orthodontics.

### **VISION INSURANCE**

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

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

### **MEDICAL INSURANCE**

Current medical rates can be found online at

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

~~Sideletter agreement between the City of Santa Rosa and Teamsters Local 856  
representing Units: 4, 6 and 7.~~

~~The City and the Union hereby agree to the following conditions as a sideletter to the  
2021-2024 MOU between the same parties. It is the intent of both parties for these  
conditions to have the same force and effect as the article or provisions in the MOU.~~

~~Classification and Compensation Survey:~~

~~During the term of the contract, the City shall perform a classification and compensation  
survey of the Unit 4,6 and 7 benchmarked classifications, comparing the classifications  
to appropriate comparator jurisdictions. The City and Union agree to meet and confer  
on the survey methodology prior to conducting the survey and will formulate a selection  
committee, comprised of both Union membership and City management to evaluate  
proposals and select a classification and compensation consultant. The City and Union  
will work together collaboratively and review the consultant's recommendations related  
to the selection of comparator agencies, the compensation philosophy and the data  
points which make up the classification and compensation, total compensation survey  
data.~~

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

~~Recruitment and Retention Adjustments:~~

~~The following classifications have been mutually identified by the City and the Union as  
having recruitment and retention issues and shall be reviewed for compensation  
increases prior to January 1, 2022:~~

- ~~1.) —Engineer~~
- ~~2.) —Mechanical Technician~~
- ~~3.) —Instrument Technician~~
- ~~4.) —Electrical Technician~~

~~Once salary surveys have been conducted, Human Resources will bring  
recommendations to Council to adjust compensation for these classifications based on  
the following criteria: Percent above or below the market average in comparison to  
current City comparable agencies, more than one failed recruitment, employment offers  
to qualified applicants that have been rejected due to compensation, and an insufficient  
candidate pool with an established lack of qualified candidates possessing the minimum  
qualifications for the classification.~~

~~Recruitment and Retention Issues During the Term of the Contract:~~

~~In the event that the Teamsters Local 856 (Union) believes a recruitment and/or retention issue exists, the Union has the right to request a meeting with Human Resources to discuss these concerns. This meeting will commence within 14 days of the request unless otherwise agreed. At this meeting, the Union must present data to support that recruitment and/or retention issues exist (such as illustrated by multiple failed recruitments, declined job offers by qualified candidates, a lack of qualified candidates in the recruitment pool). Human Resources, in collaboration with the Union will consider the information presented by the Union and will evaluate other relevant labor market data before issuing its findings. If the compensation review results in a consensus that an equity adjustment is warranted, the findings shall be submitted to the City Manager, who will accept the findings as submitted. The City Manager will determine if financial resources are available to provide the adjustment prior to the recommendation being forwarded to the City Council for approval. If it is determined that financial resources are not available, the adjustment shall be reviewed during the annual budget process.~~

\_\_\_\_\_  
For the City

\_\_\_\_\_  
For the Union