

EXHIBIT "A" TO RESOLUTION NO.
MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SANTA ROSA AND THE
OPERATING ENGINEERS LOCAL UNION NO. 3 AFL-CIO
FOR AND ON BEHALF OF THE EMPLOYEES IN THE
CITY'S UNIT #13 – MECHANICS
July 1, 2021 – June 30, 2024

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“Management and Unit 13 Compact”

Management and Unit 13 represented by Operating Engineers Local Union 3 (OE3), wish to formalize a relationship which will survive differences in interests, endure changes in leadership, and extend beyond legal and contractual requirements based on the following principles:

- In our relationship, we understand and accept that a high degree of trust is essential. Therefore, we will focus on developing and maintaining trust.
- We will promote and expand communications between the parties and recognize active listening as a major component of communications. We will avoid sending ambiguous or mixed messages. We will always consult before deciding (acbd) on matters which may have a major impact on the other party.
- We agree to establish a labor management committee to meet at least four times a year to utilize the principles outlined above to address issues of mutual concern.
- We agree that when an issue or concern is identified which has an impact on the management labor relationship, we will attempt to resolve the issues informally and in a timely fashion. If the issue is not resolved, it may be placed on the agenda for the next quarterly labor management meeting.

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ARTICLE 1 **DESIGNATION OF THE PARTIES**

1.1 This Agreement is by and between the City of Santa Rosa, hereinafter referred to as "CITY", and the Operating Engineers Local Union Number 3, AFL CIO, 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, Operating Engineers Local Union Number 3, AFL CIO, was designated by the City of Santa Rosa City Council as the representative of employees in CITY'S Unit #13, Mechanics (hereafter "UNIT").

2.2 The term "employee" or "employees" as used herein shall refer only to employees employed by the CITY in the employer classifications comprising said Unit as listed in Exhibit A – Unit 13 Classifications; or as amended.

ARTICLE 3 **TERM**

3.1 This Understanding shall become effective July 1, 2021, except where otherwise provided and all its provisions shall terminate at twelve (12) midnight on June 30, 2024.

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3.2 If the UNION wants to negotiate a successor Agreement, it shall submit its request to begin negotiations, to the CITY no less than ninety (90) days prior to the expiration of the contract.

3.3 Once the CITY receives the request, negotiations may begin within fifteen (15) days but shall not begin later than sixty (60) days prior to the expiration of the contract.

3.4 The term of this Agreement shall commence upon approval of the City Council, and shall be effective, July 1, 2021, and shall remain in full force and effect until June 30, 2024 and will thereafter continue in effect until the parties execute a successor Agreement or the City Council lawfully takes action to modify the salary and benefits provided hereunder.

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ARTICLE 4 **DEFINITIONS**

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

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

4.3 The term “employee” or “employees” shall mean a person or persons employed in a full-time permanent or part-time permanent position by the CITY whose classification is assigned to the Mechanics Unit. Part-time permanent positions shall be members of the classified service.

4.4 The “work week” for all members of the unit shall mean 168 consecutive regularly recurring hours. For employees working the 5/40 or 4/10 work schedule, 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.

4.5 Emergency Operations – The performance of CITY functions or services necessary, in the opinion of the CITY, to protect or preserve the lives, safety, health or property of the CITY.

4.6 Emergency – Any sudden and unforeseeable incident or occurrence.

4.7 “Qualified domestic partner” means a person who is in a domestic partnership that meets the criteria of California Family Code Section 297 and is formalized through registration with the California Secretary of State pursuant to California Family Code Sections 197 et. seq and/or CITY domestic partners registered with the Human Resources Department prior to July 8, 2014.

4.8 The term “retirement” shall mean separation from the CITY and filing and qualifying with PERS and going on the PERS retirement roll the day following the last day of paid status.

ARTICLE 5 **CONTRAVENTION OF LAWS**

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

ARTICLE 6 **SEVERABILITY**

6.1 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.

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

ARTICLE 7 **MUTUAL RESPONSIBILITY**

7.1 The CITY and the UNION recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate by the CITY.

7.2 In addition to their regular duties, employees may be required to act as Disaster Service Workers in accordance with California Government Code Section 3100 and the City's Emergency Preparedness Plan and policies. Employees shall not be entitled to any additional compensation for said duties.

ARTICLE 8 **WORK CURTAILMENT**

8.1 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 Understanding.

ARTICLE 9 **CITY RIGHTS**

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

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

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

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

9.1.4 Lay off employees, subject to the Personnel Rules and Regulations and City Layoff Policy/Procedures dated August 8, 2008.

9.2 Should the CITY desire to exercise any of these rights, it shall, except in cases of emergency, 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 10 **EMPLOYEE AND UNION RIGHTS**

10.1 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.

10.2 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.

10.3 The UNION shall have eighty (80) hours of paid leave during each fiscal year to be used for UNION business.

10.4 The eighty (80) hours of paid leave is the total amount of UNION Leave that may be distributed among its members. The unused portion of the 80 hours is not cumulative from one fiscal year to the next. Union leave may not be used to engage in political activity. This does not preclude the employee from engaging in free-speech or other activity on their own time during any approved leave. The affected employee shall use his/her department's normal procedure for requesting time off and use the appropriate payroll code in accounting for the release time used.

10.5 The OE3 Business Representative shall designate the employees who may use paid UNION Leave time.

10.6 For an employee to be eligible to use UNION Leave, the OE3 Business 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.

10.7 Unpaid time off taken pursuant to this article shall not be considered a break in service for any CITY purpose.

ARTICLE 11 **RULES AND REGULATIONS**

11.1 The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees and the UNION unless superseded by any provision of this Understanding.

11.1.1 Personnel Rules and Regulations;

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

11.1.2 Employer-Employee Relations Ordinance;

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

ARTICLE 12 **NOTICE OF RECOGNIZED UNION**

12.1 Each CITY department in which members of Operating Engineers Local Union No. 3 (the UNION), Unit #13 Mechanics (the Unit) are employed, shall post within the employee work or rest area, a written notice which sets forth the classifications included within the Unit. The Human Resources Department shall give a written notice to persons newly employed in the unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the UNION is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding (MOU) to be supplied by the UNION. The UNION shall receive from the CITY, at least once a month, the names of all new employees hired within such units. The UNION agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays UNION dues, a service fee, or a charitable contribution.

ARTICLE 13 **Dues Deduction**

13.1 The City shall deduct from the pay of Union members; the amount of Union regular and periodic membership dues and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished to the Union and signed by the unit member. 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, agency fee, and Union-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.

13.2 The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding of union dues will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction for union dues shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over UNION dues.

13.3 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 13, Dues Deduction.

ARTICLE 14 **BULLETIN BOARDS**

14.1 OE3 will furnish and maintain bulletin boards at locations agreeable to the parties.

14.2 Such bulletin boards shall be used only for the following subjects:

14.2.1 Notice of membership and board meetings;

Deleted: AGENCY SHOP

Deleted: 13.1 Except as provided otherwise in this Section, employees in the Unit shall become and remain members of the UNION or shall pay to the UNION a service fee in lieu thereof. Such service fee shall be equal to an employee's proportionate share or the UNION'S cost of meeting and conferring and administering the MOU. Such service fee shall, in no event, exceed the regular, periodic member's dues paid by Unit employees.¶

13.2 IMPLEMENTATION – Any employee hired by the CITY who is subject to this Memorandum of Understanding shall be provided through the Human Resources Department, with a notice advising that the CITY has entered into an agency shop agreement with the UNION and that all employees subject to the Memorandum of Understanding must either join the UNION, pay a service fee to the UNION, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of UNION dues or a service fee. Said employee shall have five (5) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to payroll. The CITY shall notify the UNION on a monthly basis of any employees who have not properly completed and returned said authorization form. As a condition of employment, any employee who is not a member of the UNION, or who does not make application for membership or elect a religious exemption within the ninety (90) days of the effective date of this section shall pay an agency fee to the UNION. If an employee does not make application for membership within the prescribed time, the employee shall be notified by the City or UNION that he/she is required by the Collective Bargaining Agreement to pay an agency fee to the UNION. To accomplish that, the employee will be asked to prepare an application card. If the employee refuses to complete an application card, the default option shall be an automatic enrollment as an agency fee payer. After receiving written notification from the UNION, the City shall deduct the agency fee from that employee's paycheck. The effective date of UNION dues, service fee deductions or charitable contribution for an employee who has executed the required documents shall be the beginning of the first full pay period after the CITY receives the authorizing document. The sole obligation of the CITY with respect to such disputes is as set forth in this paragraph. The CITY shall not be made a party to administrative or court proceedings except to the limited extent where such administrative body and/or court ... [1]

Deleted: 13.3 Membership in a UNION other than the UNION recognized for employee's representation unit and classification is permissible, but will not affect the employee's obligation to become and remain a member of the UNION representing his/her unit and classification or to pay a service fee in lieu of such membership to such UNION.

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Deleted: 13.5 RELIGIOUS EXEMPTION – Any employee of the CITY subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and as defined in California Government Code Section 3502.5(c), shall, upon presentation of verification of active member ... [2]

- 14.2.2 Minutes of membership and board meetings;
- 14.2.3 Notice of OE3 elections and election results;
- 14.2.4 Roster of OE3 officers;
- 14.2.5 Announcements of all social events and functions;
- 14.2.6 The OE3 newsletters;
- 14.2.7 Notice of appointments to committees; and
- 14.2.8 Any other written material which has first been approved by the

department head or designee.

14.3 Materials not included in categories "14.2.1" through "14.2.8" above, which the UNION wishes to post, shall be submitted to the department head or designee for approval or rejection; the department head or designee shall have twenty-four (24) hours during the week or seventy-two (72) hours over a weekend to approve or reject the materials. If the department head or designee has not responded to the UNION approval or rejection within a twenty-four (24) or seventy-two (72) hour period, the request for posting shall be deemed granted and the UNION may post the materials at that point. If rejection of the materials is made within the appropriate time limit, the UNION shall have the right to appeal the decision within two (2) working days to the Employee Relations Manager or designee, who shall have twenty-four (24) hours or seventy-two (72) hours over the weekend within which to accept or reject the appeal.

14.4 In no event shall the bulletin board be used to post material which is libelous or defamatory; pornographic or obscene; offensive to ethnic or sexual groups; or totally unrelated to the normal business of OE3 or the Employer-Employee Relations process.

ARTICLE 15 **SENIORITY: ASSIGNMENTS AND PROMOTIONS**

15.1 The CITY shall give significant consideration to employees with seniority in making assignments and promotions when merit and ability are equal. However, the CITY retains the final determination to make assignments and promotions based on factors other than seniority.

15.1.1 For purposes of assignment of work and/or shift, seniority means uninterrupted employment with the CITY in a currently occupied classification and any higher classification in the maintenance unit based upon the latest date of hire or promotion.

15.1.2 For purposes of promotion, seniority means uninterrupted employment with the CITY from the date of initial hiring.

15.2 Seniority shall be terminated by:

15.2.1 Resignation.

15.2.2 Discharge for cause.

15.2.3 Retirement.

15.2.4 Failure to return to work after a lay-off within seven (7) calendar days after a certified notice has been sent to the employee giving notice to return to work. The address used shall be the one listed in the employee's personnel records.

15.2.5 Absence from work for three (3) consecutive working days without notifying the CITY unless the failure to notify and work is due to circumstances beyond the control of the employee.

15.3 The CITY shall maintain seniority lists indicating the names, classification, department assigned and date of hire of employees. The CITY shall provide the UNION two (2) copies of these lists in July and January of each year.

15.4 The seniority lists shall be deemed accurate unless the UNION provides the CITY specific facts indicating otherwise within thirty (30) calendar days of the CITY sending the UNION the seniority lists.

ARTICLE 16 **LAYOFF POLICY**

16.1 In the event of a layoff affecting employees in the bargaining Unit, the CITY shall follow the layoff procedures as provided in the CITY'S Layoff Policy dated August 8, 2008 which can be found at the following link:

http://cityweb.srcity.org/departments/hr/policies_procedures/Layoff%20Procedures%208-8-08.doc

16.2 If the CITY subcontracts bargaining unit work that will cause a layoff of employees, then the CITY shall give the UNION ninety (90) calendar days' prior notice. At the written request of the UNION, the parties shall negotiate the impact of such layoffs.

ARTICLE 17 **LEAVE OF ABSENCE**

17.1 Employees may request an unpaid leave of absence in accordance with the City Leave of Absence Procedure(s), in writing to their respective department heads, upon

either the exhaustion of their accumulated paid leave, or when receiving long term disability insurance benefits.

17.2 These requests may be approved as follows:

17.2.1 By the department head for a time not exceeding three (3) working days. If denied, the department shall specify the reasons for the denial to the employee.

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

17.2.3 As required by state or federal law.

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

17.4 Eligible employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel may request a leave of absence, without pay emergency rescue personnel so that such employees may respond to a call to emergency duty. Additionally, unpaid leave, up to 14 days per calendar year, to such employees so that they may engage in scheduled fire, law enforcement or emergency rescue training.

17.4.1 Eligibility

17.4.1.1 Employees shall notify the City of their status as a volunteer firefighter, reserve peace officer or emergency rescue personnel.

17.4.1.2 Employees shall provide as much advanced notice as practicable of the need for leave under this policy when they are called to emergency service, or scheduled training.

17.4.2 Employees requesting leave under this policy shall comply with the following requirements:

17.4.2.1 As soon as practicable after hire, or on becoming designated as a volunteer firefighter, reserve peace officer or emergency rescue personnel, employees should notify the City of their status.

17.4.2.2 When called to emergency service, or scheduled training, an employee shall notify his or her immediate supervisor as soon as practicable of the need

[for leave under this policy and provide information regarding the start and end dates for the requested leave.](#)

[17.4.2.3 An employee's duties as a Disaster Service Worker for the City shall take priority over the leave allowed under this section.](#)

ARTICLE 18 **JURY LEAVE**

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

18.2 Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty is remitted to the CITY.

18.3 For the purpose of this Section for those employees on other than regular daytime shift schedules, such hours served as a juror on the same calendar day as the employee is scheduled to work shall constitute an equivalent amount of time worked. It is the intent of this paragraph to allow an employee, compelled by law, to appear as a juror to compute that time as a portion of his work day so that the employee will not be required to appear in Court under service of process and also work a shift for the CITY during one twenty-four (24) hour period.

ARTICLE 19 **BEREAVEMENT LEAVE**

19.1 Employees may take up to forty (40) hours of bereavement leave, or the FTE equivalent for regular, part-time employees, because of death in the immediate family. For the purpose 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 or parents and children of the employee's domestic partner. Payment for bereavement leave shall only be authorized by the Department Head.

ARTICLE 20 **MILITARY LEAVE**

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

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

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

ARTICLE 21 **INDUSTRIAL INJURY OR ILLNESS**

21.1 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.

21.2 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.

City Supplemental Workers' Compensation Plan:

21.3 This plan supplements the State plan and provides:

21.3.1 The employee shall receive full salary from the CITY.

21.3.2 This plan provides for full salary continuation with employees' sick leave accrual being charged at the rate of one-fourth (1/4) day for each day of absence.

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

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

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

State Workers' Compensation Plan

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

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

21.4.2 No sick leave shall be charged the employee.

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

21.4.4 No regular CITY salary shall be paid.

21.4.5 No compensation shall be paid for the day of injury or for the subsequent three (3) days unless the employee was hospitalized or lost time exceeds fourteen (14) days.

ARTICLE 22 **SICK LEAVE**

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

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

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

22.2 Sick leave shall not be considered as a right which an employee may use at his/her discretion and shall be allowed only in case of actual sickness or disability or in accordance with state or federal law.

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

22.4 For the purpose of charging sick leave, the minimum sick leave chargeable shall be fifteen (15) minutes.

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

22.5.1 Participating in a criminal act;

22.5.2 Participating in a riot;

22.5.3 Working for an employer other than the CITY;

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

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

22.5.6 After a termination date.

22.6 On taking sick leave time, an employee shall notify his/her immediate supervisor by phone, prior to or within ten (10) minutes of the time set for beginning daily duties, unless it's beyond the control of the employee. If the employee is unable to speak to his/her immediate supervisor, the employee shall leave a phone number at which the employee can be reached.

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

22.8 The CITY shall revoke pay, sick leave time and take appropriate disciplinary action if the employee using sick leave is not sick or inappropriately using sick leave in accordance with Article 22.14; or has engaged in private or other public work while on sick leave.

22.9 The CITY may require an employee to provide a medical doctor's statement which outlines the nature of the illness and the prognosis for recovery prior to permitting the employee to return to work following the use of any sick leave.

22.10 If an employee has not recovered by the time he has exhausted his accumulated sick leave, the City Manager's Office may grant the employee a leave of absence, without pay, upon receipt of such a request in writing from the employee.

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

22.12 Sick leave shall not be used to extend a date of retirement; however, an employee, upon retirement, may convert his/her unused sick leave balance to service credit as authorized by CalPERS.

Sick Leave – Initial Probationary Period

22.13 The City Manager's Office may allow a probationary employee up to forty-eight (48) hours of sick leave with pay before it has been earned. This section does not apply to promotional or disciplinary probationary periods.

Sick Leave – Family Illness

22.14 Employees may use hours of accumulated sick leave during the fiscal year for the serious illness of their spouse, qualified domestic partner, child, stepchild, adopted child, foster child, child of employee's domestic partner, parent, step-parent, foster-parent, mother-in-law, father-in-law (or step-parent-in-law), sibling, grandchildren, and grandparents.

Sick Leave – Retirement Buyback

22.15 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 one-half (1/2) of any accumulated but unused sick leave up to a

maximum of six hundred (600) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated. Employees may elect to convert all unused sick leave to service credit.

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

ARTICLE 23 CATASTROPHIC LEAVE

23.1 Employees may donate accrued leave to other employees who suffer a catastrophic illness or injury, or to an employee to care for their spouse, a qualified domestic partner, a parent or to a dependent minor child who suffers a catastrophic illness or injury.

23.2 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.

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

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

23.5 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.

23.6 Employees donating vacation or compensatory leave must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least 40 hours of vacation time after the donation. Employees may donate all of their accrued compensatory time or administrative leave. 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 time after the donation.

23.7 An employee requesting catastrophic leave must receive the recommendation of his or her department head and the approval of the City Manager or designee. Such leave may initially be approved up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be recommended and approved.

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

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

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

The Catastrophic Leave Policy can be found at the following link:

https://inet.srccity.org/policy/layouts/15/WopiFrame.aspx?sourcedoc=/policy/master_library/Catastrophic%20Leave.docx&action=default

ARTICLE 24 HOLIDAYS

24.1 Employees shall receive the following ~~thirteen (13)~~ holidays:

Deleted: twelve
Deleted: 2

<u>HOLIDAYS</u>	<u>DATE</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
<u>Cesar Chavez</u>	<u>March 31</u>
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25
Floating Holiday	By Agreement Between Employee and

Floating Holiday Supervisor
 By Agreement Between Employee and
 Supervisor

24.2 Floating holidays must be taken during the fiscal year in which they are earned. A floating holiday shall be compensated at the regular rate of pay for eight (8) hours times the FTE allocation.

24.2.1 Floating holidays may be taken in increments of no less than one (1) hour.

24.2.2 During the first year of employment, employees hired between July 1 and December 31 shall receive sixteen (16) hours times the FTE allocation and employees hired between January 1 and June 30 shall receive eight (8) hours times the FTE allocation of Floating Holiday time.

24.2.3 Following the completion of twenty (20) years of full time equivalent CITY service, employees shall receive one (1) additional Floating Holiday per fiscal year for a total of three (3) Floating Holidays.

24.3 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 on a holiday, the employee shall be eligible for eight (8) hours of holiday pay. If the number of hours an employee is regularly scheduled to work is reduced, holiday pay shall be reduced accordingly.

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

24.5 Any of the aforementioned holidays falling on Saturday shall be observed on the preceding Friday. If any of the aforementioned holidays fall on Sunday, the following Monday shall be observed as the holiday.

24.6 Employees participating in alternate work schedules (such as 4-10's) whose work week normally includes three (3) consecutive days off will observe the holiday on the preceding work day when a holiday falls on the first day. If a holiday falls on either of the

last two (2) days, the following work day will be observed as the holiday. If the holiday falls on a single regular day off, the following day will be observed.

24.7 Employees required to work holidays shall be compensated at the overtime rate for the hours worked on the holiday.

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

24.9 Additional time off to observe religious holidays may be approved by Department head or designee as follows:

24.9.1 The time shall be charged as accrued paid leave balances other than sick leave.

ARTICLE 25 **VACATION**

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

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

25.2 No employee may accumulate, nor have current credit for, more hours than the maximum accumulation provided above. Management may not unreasonably deny a request to take vacation. The employee is responsible to request vacation in a reasonable 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 at the employees regular rate of pay.

25.3 Employees shall be employed by the CITY for one (1) complete year prior to using any vacation. However, in unusual circumstances, the Department Head may

approve use of vacation time prior to the employee completing one (1) complete year with the CITY.

25.4 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.

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

25.6 Employees shall be paid, at the regular hourly rate, for all accumulated vacation, up to the maximum, upon leaving CITY employment. In the event of the death of an employee, the employee's beneficiaries as designated on City insurance forms shall receive this vacation pay.

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

25.8 The Time Savings Plan – as outlined in Finance Department Accounting Services Procedure 5.1.1 allows employees to buy time off for supplementing vacation, holiday, or other compensatory time off. The Time Savings Plan (TSP) is available to OE3 employees under the same terms and conditions it is offered to any other bargaining unit.

ARTICLE 26 **INSURANCE PROGRAMS**

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

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

Health Insurance

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

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

Deleted: , including qualified domestic partners,

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

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

c) For the most expensive monthly health premium employees shall contribute twenty percent (20%) of the cost of the premium if the average premium difference is twelve 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%).

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

Example – How the Average Premium Difference is Calculated

	Lowest Cost Plan	Medium Cost Plan	% Over	Highest Cost Plan	% Over
Single	\$487	\$508	4.3%	\$584	19.9%
Double	\$994	\$1,032	3.8%	\$1,192	19.9%
Family	\$1311	\$1,449	10.5%	\$1,666	27.1%
Average Premium Difference			6.20%		22.30%
Percentage of Premium Employee Would Pay	12.50%	15%		20%	

26.3.3 Premiums are set by the [Medical Pool Administrator](#), insurer or by the CITY for self-insured programs based on fiscally sound methods and are tiered for employee, employee plus one dependent and employee plus two or more dependents.

26.3.4 All eligible employees must enroll in medical insurance coverage unless the employee requests a waiver of coverage from the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other minimum essential group coverage. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify the Human Resources Department and enroll in a City sponsored health insurance program within 30 (thirty) days after termination of such coverage. Employees who do not initially choose health insurance are eligible to elect at a later date through open enrollment or if eligible due to certain qualifying events as defined by law.

26.4 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.

COMBINED DENTAL AND VISION INSURANCE

26.5 The City shall offer employees and their eligible dependent(s) a combined dental and vision insurance program. A 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>.

26.6

Life Insurance

26.10 The CITY shall provide term life insurance coverage in the amount of twenty thousand (\$20,000) for each employee. Additional voluntary term life 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 lessor of 100% of the employee benefit or the allowed maximum through payroll deduction. Proof of good health may be required for

Deleted: Permanent part-time employees may elect to participate in health insurance plans and the CITY will contribute a percent of the amount equaling the employee's authorized position full-time equivalent (FTE) towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. An example of how the CITY contribution is calculated for a part-time employee is illustrated below:¶
If a full-time employee is to receive \$360.00 towards the cost of health insurance, a .75 employee will receive \$360.00 x .75 or \$270.00 towards the cost of health insurance. The permanent part-time employee shall be responsible for the balance of the premium.

Deleted: The CITY shall offer employees and their dependents, including qualified domestic partners, a dental and vision insurance program. A summary description of the program is provided in Exhibit B.

Deleted: The CITY shall contribute one hundred percent (100%) toward the premium for full-time employees. ¶
26.7 Adult children up to age twenty-six (26) shall be permitted coverage under combined dental and vision insurance without proof of student status.¶
26.8 Part-time Employees ¶
Part-time employees may elect to enroll in the combined dental and vision care insurance coverage and the CITY will contribute the percentage of the premium equaling the authorized position full-time equivalent (FTE) toward the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employees do not elect coverage, no cash payment will be made in lieu of the insurance. Part-time employees shall participate in accordance with guidelines set forth by Human Resources.¶
26.9 Applicable monthly premium contributions and benefit description for this program can be found at <https://inet.srcity.org/EmployeeServices/Pages/Home.aspx>

[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.](#)

Disability Insurance

26.13 [The City shall offer benefit eligible employees a short-term and long-term disability insurance program and pay the monthly premium costs during the term of the agreement. The City will pay the monthly premium costs for short-term disability insurance for benefit eligible employees during the term of this Agreement. Details of the program benefits are outlined in the plan documents available on the Employee Benefits Webpage.](#)

Additional Insurance Plans:

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

Retired Employees Health Insurance:

26.17 [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. Medicare eligible employees must enroll in Medicare and the plans shall become a Medicare Supplement or Medicare Advantage plan. The premiums shall be determined by the CITY and/or the insurer. 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.](#)

26.18 [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 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.](#)

Deleted: Additional term life insurance up to one hundred thousand (\$100,000) may be purchased by each employee at his/her cost through a payroll deduction system. Proof of good health may be required for employee-paid life insurance subject to the rules of the insurance carrier. Optional spouse or domestic partner life insurance up to fifty thousand dollars (\$50,000) may also be purchased through payroll deduction. The amount of spouse or domestic partner life insurance may not exceed fifty percent (50%) of the amount the employee has on himself or herself (including CITY provided and additional purchased by the employee). Proof of good health may be required for spouse or domestic partner life insurance subject to the rules of the insurance carrier. ¶

26.11 The CITY shall provide each employee a certificate of coverage.¶

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

Deleted: Long Term

Deleted: The CITY shall offer employees a long term disability insurance program and pay the monthly premium costs during the balance of this Agreement. The major components of the plan are:¶

26.13.1 Benefit period to age 65;¶

26.13.2 60% of insured earnings;¶

26.13.3 \$5,000 maximum benefit;¶

26.13.4 \$100 minimum benefit; and;¶

26.13.5 Benefit Waiting Period of 60 days.¶

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

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

Deleted: Employees who retire from the CITY may continue their CITY Health Insurance Program coverage by the payment of appropriate premiums to the CITY or its designated administrator in advance of such coverage on a monthly basis.

Deleted: The CITY shall provide enrolled retirement employees a description of this plan. This plan becomes a Medicare supplement for enrollees at age sixty five (65). The employee must be enrolled under the City Health Insurance Program at the time of retirement in order to qualify for the conversion privilege.

Deleted: An employee enrolled in an insured health plan may exercise conversion privilege provided under that insured health plan.

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

ARTICLE 27 RETIREMENT

27.1 An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20862.8 (See 22.15).

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

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

	Tier 1	Tier 2	Tier 3
Benefit Formula	3% @ 60	2.5% @ 55	2% @ 62
Final Compensation	Single highest year final compensation	Single highest year final compensation	Three year average final compensation
Hire Date	Hired before July 8, 2012	Hired on/after July 8, 2012 or worked for a PERS (or reciprocal)	New members hired on/after January 1, 2013

Deleted: Short Term Disability Insurance:
 26.20 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.
 26.21 The major components of the plan are:
 26.21.1 55% of insured earnings;
 26.21.2 \$1,500 maximum weekly benefit;
 26.21.3 \$25 minimum weekly benefit; and
 26.21.4 Elimination period of 7 days.
 26.22 The CITY shall provide each employee under this program with a certificate of coverage and a summary description of the program.

		agency within the last six months	
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27.4 Effective January 1, 2013, new members as described in Article 27.2 shall pay half the normal cost of the retirement benefits which is currently six and one-quarter percent (6.25%) of reportable compensation for member contributions under CalPERS for Miscellaneous Employees. Contribution of half the normal cost shall be determined by the Annual CalPERS valuation. In accordance with PEPRA half the normal cost shall change only if the normal cost identified in the Annual CalPERS valuation changes by one percent (1%) or more. Said contribution shall be made by the employee on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code.

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

27.6 The history of PERS retirement formulas is listed below:

- 2% at 60 formula effective July 1, 1971.
- 2% at 55 formula effective January 1, 1992.
- 3% at 60 formula effective May 4, 2003.
- 2.5%@55 formula for tier 3 employees effective for July 8, 2012.
- 2% at 62 formula for tier 3 employees effective January 1, 2013.

Effective July 9, 2000, the CITY amended its contract with PERS to provide the so-called "single highest year" Final Compensation Formula for PERS Miscellaneous employees. The CITY amended its miscellaneous contract with PERS to provide Pre-Retirement Option 2W Death Benefit.

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

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

27.7 Payment for 3% at 60

27.7.1 Effective May 4, 2003, the Miscellaneous employees were provided retirement benefits under the State Public employee's Retirement System of 3% at 60 formula at a cost of 8.02% which was spread over three years and effective July 29, 2006, the entire 8.02% has been paid for by this Unit.

27.7.2 The cost of 0.4% for Inactive CalPERS members, receiving the benefit 3% at 60, was calculated into the overall cost for the enhanced retirement benefit. The cost for the inactives (0.4%) was refunded to the employees by reducing the payment due for 3% at 60 in fiscal years 03/04 and 04/05. The CITY and OE3 agree that in the event the inactives become part of future legislation, then Unit 13 shall be responsible for paying for 0.4%. This payment shall be taken as a 0.4% COLA reduction at the beginning of the fiscal year following the adoption of the legislative changes.

ARTICLE 28 **RETIREMENT MEDICAL STIPEND**

28.1 Effective January 1, 2008 the City adopted a Miscellaneous Post Retirement Medical Benefit Plan and Trust Agreement (Stipend Plan). The City will post the plan and trust documents, and any appropriate amendments to the plan on the Cityweb at <http://cityweb.srcity.org/EmployeeServices/Pages/Medical%20Stipends.aspx>.

28.2 Basics of the Stipend Plan as defined in the plan document are:

a) The intent: for the eligible recipient payments to remain at the amount they were when he/she left City employment. Based on actuarial recommendations and in accordance with the Stipend Plan, benefit amounts may be decreased proportionately to all recipients. Increases to recipients' benefits will only occur if active employees in the respective bargaining unit make that decision.

b) Employees are eligible for the stipend upon termination of employment, attainment of age 55 and meeting the minimum vesting requirements. The amount of the stipend will be based on their whole years of service in the unit and the dollar amount of the stipend.

c) Transfer to the spouse or qualified domestic partner upon death of the recipient for all employees retiring July 1, 2002 and after.

d) Upon request, the City shall provide semi-annual accounting of all monies received and disbursed.

e) By mutual agreement, the administrative duties of this program can be contracted and the cost passed on to the trust.

28.3 Stipend Payment for Those Retiring January 1, 2008 and Thereafter

Per the terms of the adopted agreement, employees with fifteen (15) or more whole years of service in Units 3, 13 and 16 were scheduled to earn two hundred and ten (\$210). Those employees with less whole years of service earn a percentage of that amount based on the follow schedule:

Years of Service	Percentage	Years of Service	Percentage
Less than 4 years	0	4 years	8.33%
5 years	16.66%	6 years	25%
7 years	33.33%	8 years	41.66%
9 years	50%	10 years	58.33%
11 years	66.66%	12 years	75%
13 years	83.33%	14 years	91.66%
15 years	100%		

28.3.1 Effective July 1, 2008, employees retiring January 1, 2008 and thereafter, will receive the appropriate percentage listed in Article 27.11 times \$325.

28.3.2 To receive the stipend an employee must be at least 55 years of age and no longer employed with the City of Santa Rosa.

28.3.3 Retiree benefit transfers to spouse, or qualified domestic partner upon death of the retiree.

28.4 Stipend Plan History

In exchange for one half of one percent (1/2%) reduction in wages in both fiscal year 1990-91 and fiscal year 1991-92, and an additional one percent (1%) contribution from wages (COLA) in fiscal year 2002-03, for a total of two percent (2%), the City will contribute two percent (2%) to fund the health care stipend to be used upon retirement, effective July 1, 2002.

28.4.1 Stipend Payment for Those Retiring Between July 1, 2002 and December 31, 2007.

Per the adopted agreement, Appendix D named all retired recipients who retired between July 1, 2002 and December 31, 2007; their stipend amount as of January 1, 2008 and whether or not their stipend was transferable to their Spouse or Domestic Partner upon their death based on the amounts listed below and the terms of agreement at the time of their retirement listed below.

Per the terms of the agreement, effective July 1, 2008 the amounts of the stipends are as follows:

Ten (10) consecutive years – One hundred & thirty-eight (\$138) dollars.

Eleven (11) consecutive years – One hundred & fifty (\$150) dollars.

Twelve (12) consecutive years – One hundred & sixty six (\$166) dollars.

Thirteen (13) consecutive years – One hundred & eighty (\$180) dollars.

Fourteen (14) consecutive years – One hundred & ninety five (\$195) dollars.

Fifteen (15) consecutive years – Two Hundred & ten (\$210) dollars.

At the time of retirement the employee must be at least fifty-five (55) years of age with a minimum of ten (10) consecutive years of service. Retiree benefit transfers to spouse, or qualified domestic partner upon death of the retiree.

28.4.2 Stipend Payment for Those Retiring Between June 1, 1990 and June 30, 2002

Per the adopted agreement, Appendix D named all retired recipients who retired between June 1, 1990 and June 30, 2002 receive a stipend in the amount of \$150. Such stipends are not transferable to spouse upon the Death of the retiree.

28.5 City Contribution to Stipend Plan

As set forth in Section 28.4, the City contributes an amount equal to two percent (2.0%) of base wages to the Stipend Plan on behalf of Unit 13 employees. Effective the first full pay period following July 1, 2017, the City will increase its contribution by one-quarter percent (0.25%), for a total contribution of two and one-quarter percent (2.25%) 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 two and a half percent (2.5%) 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 and three quarters percent (2.75%) of base wage.

ARTICLE 29 **OVERTIME/COMPENSATORY TIME**

29.1 Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week or in excess of eight (8) hours per work day or hours worked in excess of an agreed upon full time work week schedule established by the CITY.

29.2 Overtime shall be in cash at one and one-half (1 ½) times the employee's regular rate, except as otherwise provided pursuant to 28.4 below.

29.3 Overtime work shall be rotated as equitably as possible among employees with due consideration given for the qualification and ability of an employee to perform the work. Where possible, overtime work shall be distributed on a voluntary basis to qualified employees. An employee shall be required to work overtime, however, when it is determined by the CITY that such overtime is essential to the continuing efficient operation of the CITY or in an emergency.

29.4 At the employee's option, overtime may be compensated by compensatory time off (CTO) in place of overtime pay for overtime worked. For the purpose of scheduling time off, accumulated compensatory time will be the same as vacation time. No employee shall accumulate more than one hundred (100) hours of compensatory time off. Scheduling of compensatory time off shall be in accordance with FLSA.

29.4.1 A CTO "cashout" program is available. This program provides an employee with the option to "cash out" some or all of his/her accrued CTO at the employee's regular rate of pay. Procedures for "cashing out" CTO can be found at the following link:

https://inet.srcity.org/policy/_layouts/15/WopiFrame.aspx?sourcedoc=/policy/master_library/Catastrophic%20Leave.docx&action=default

ARTICLE 30 **CALL BACK**

30.1 Employees who have completed their work shift and have left work and then are required to return to work shall receive a minimum of two (2) hours' pay at the overtime rate. Hours worked in excess of the two (2) shall be paid at the overtime rate, including travel time in accordance with the Fair Labor Standards Act.

ARTICLE 31 **COURT APPEARANCES**

31.1 Employees subpoenaed by the CITY to appear in court during off-duty hours shall receive a minimum of two (2) hours' pay at the regular hourly rate.

31.2 Court appearances in excess of two (2) hours shall be compensated by 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.

ARTICLE 32 **WORK HOURS**

32.1 Employees shall be scheduled to work on regular work shifts, having regular starting and quitting times, which consists of eight (8), nine (9), or ten (10) consecutive hours, exclusive of the meal period provided below. The employees shall be eligible to participate in 9/80 schedules pursuant to the City's 9/80 policy

32.2 An employee and the employee's department head may mutually agree in writing to an alternative "flex time" work schedule within the guidelines provided by the City's flex-time policy set forth below.

32.3 Each employee shall be granted a lunch period of at least thirty (30) minutes during each work shift. This lunch period should be scheduled at the middle of the work shift, whenever possible.

32.4 If 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 29.2).

32.5 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:

32.5.1 The rest period shall be with pay;

32.5.2 The rest period shall not exceed (15) minutes for each four (4) hours of work;

32.5.3 The rest period is a recess to be preceded and followed by an extended period of work;

32.5.4 The rest period shall not be used to:

- a) Cover an employee's late arrival to work;

- b) Cover an employee's early departure from work;
- c) Extend a lunch period; and/or
- d) Accumulate if not taken.

32.6 Except for emergencies or as required to comply with a documented medical restriction, 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.

32.6.1 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 UNION and at the request of the UNION shall meet and confer concerning the change. Such meet and confer shall be completed within the ten (10) day notice period.

32.6.2 Neither overtime, call-back, nor regular shift rotation shall be considered a change in the work schedule. Call back assignments shall not be considered a change in the work schedule.

Flexitime

32.7 To establish a program allowing more choice, subject to Department Head approval, in selecting the time they begin work, end work and take meal periods. To insure that flexitime benefits employees without disrupting CITY operations.

32.7.1 Employees shall work according to a fixed schedule established by Management which considers employee needs. The agreed upon meal period may consist of a one-half hour, one hour or one and one-half hour period. Time slots shall first be filled on a voluntary basis and then on a rotational basis determined by Management (if necessary).

32.7.2 The length of the work day will remain unchanged unless an alternate work week has been adopted; thus, for example, quitting time will be 8 hours (plus the lunch period) after the start of the time agreed to by the employee and Management.

32.7.3 Telephone coverage and customer-counter service, where applicable, must be maintained during the conventional 8:00 a.m. to 5:00 p.m. work day.

32.7.4 Supervision will be determined by Department Heads.

32.7.5 Schedules must be reviewed and approved by the Department Head before implementation.

32.7.6 Departmental participation in the Flextime Program may be continued or discontinued by Department Heads based on operational concerns.

32.7.7 This program is not intended to restrict the arrangements that individual employees make with their supervisors to accommodate emergencies, nor is it intended to restrict the authority of Management to insure operations, communications and performance are not disrupted.

ARTICLE 33 **UNIFORMS**

33.1 The CITY will provide, and employees shall wear at all times when on duty, full uniforms to include shirts, tee shirts, pants, jacket and baseball cap, as weather conditions dictate.

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

33.3 CITY shall provide an allowance of two hundred and fifty dollars (\$250) on the first paycheck of August of each fiscal year for the purchase of boots which shall be purchased as provided in the CITY boot purchase procedure. Employees required to wear safety toe footwear which meets ANSI standards shall receive an additional \$15.00 to be used toward the purchase of safety toe footwear.

33.4 CITY shall provide six (6) long-sleeved or short-sleeved cotton t-shirts by the first day of November each fiscal year for each employee of a color and style determined by the CITY after consultation with the UNION. In lieu of receiving 6 long-sleeved or short-sleeved cotton t-shirts, employees can select one of the following options:

- a. 1 hooded zip and 2 crew sweatshirts, or
- b. 1 hooded zip and 1 hooded pullover, or
- c. 2 button-up shirts, or
- d. 4 crew sweat shirts, or
- e. 2 hooded pullovers

33.5 CITY shall provide two (2) new button work shirts per year. Employees receiving laundry service uniforms are not eligible to receive these button work shirts.

33.5.1 Employees receiving the button work shirts are eligible to receive the following in lieu of button shirts:

- a. 2 hooded sweatshirts, or

b. 2 crew sweatshirts and 1 hooded pullover, or

c. 1 zip-up hooded sweatshirt and 1 crew sweatshirt

33.5.2 New employees shall receive five (5) button work shirts and one sweatshirt.

33.5.3 Vouchers will be provided for "Levis" and will be usable for 18 months after receipt by the employees from the CITY. Vouchers are not transferable.

33.6 Employees provided uniforms or vouchers by the CITY shall receive them by the second paycheck 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.

33.7 Equipment Mechanics and Equipment Service Workers shall receive coveralls in addition to the items listed above.

ARTICLE 34 **SAFETY AND FIELD SAFETY COMMITTEE**

34.1 The CITY maintains a recognized safety program which provides standards for sound, workable safety activities within the organization and safety committee structure.

34.2 In addition to departmental safety committees, the CITY recognizes the formation of a Field Safety Committee.

34.3 There will be equal representatives on the Field Safety Committee of both: (1) Unit employees and (2) supervisory and management personnel. The number of these representatives shall be determined by the Safety Administrator.

34.4 The employee Unit representatives shall serve one (1) year terms and shall be selected by secret ballot election. Candidates must be willing to serve if nominated. Candidates receiving a plurality in an election shall be declared elected representatives. The Safety Administrator shall be the same as those for City Department Safety Committee. The Field Safety Committee Chairman shall be a member of the committee.

34.5 OE3 may designate either the OE3 Representative or his/her designee as a member of the City Departmental Safety Committee.

ARTICLE 35 **OFFICIAL PERSONNEL FILE**

35.1 An employee may examine his/her personnel file in the Human Resources Department during the CITY'S regular business hours. Said examination of the file shall

be by appointment with Human Resources Office staff and, if during the employee's paid working hours, at a time and date approved by the employee's supervisor. At the convenience of Human Resources Office staff, an employee may receive a copy of any document in his/her personnel file. A nominal copying fee may be charged by the CITY.

35.2 Should an employee wish to have a UNION representative review the employee's personnel file, the employee will provide the CITY'S Human Resources Officer or his/her designated representative with a signed statement expressing the employee's consent to permit the named UNION representative to review his/her file. The original statement shall be retained in the employee's personnel file.

35.3 The Human Resources Office shall keep the official personnel files of all employees within the Unit.

ARTICLE 36 **TOOL INSURANCE**

36.1 The CITY shall offer employees in the classification of Equipment Mechanic I and Equipment Mechanic II a personal tool insurance program. The program covers only those personal tools required while in the employ of the CITY and utilized and stored at the CITY'S Garage at the Municipal Services Center. The program includes a one hundred-fifty dollars (\$150) deductible per claim payable by the employee. The program includes the following criteria:

36.1.1 No reimbursement is authorized for loss primarily attributable to the claimant's own negligence or carelessness or to normal wear and tear.

36.1.2 Employees shall inventory their tools and provide information as to type of tool, quantity, make and condition. The inventory shall be forwarded to the Insurance Administrator and updated by the employee at least once year, with each employee responsible to report additions or deletions as they occur. Cabinets and chests will be considered tools. This does not include electronic equipment unless it has been authorized for use by the CITY.

36.1.3 All tools must be stored in a cabinet, box or locker with locks in good working order. All tools shall be locked prior to the employee leaving the CITY'S Garage.

36.1.4 All losses shall be immediately reported in writing on forms and in a manner prescribed by the Risk Manager.

36.1.5 Additional terms or criteria may be established in the future by the CITY to govern this program.

ARTICLE 37 **MECHANIC TOOL REIMBURSEMENT PROGRAM**

37.1 The CITY will provide an annual tool reimbursement for Equipment Service Worker, Equipment Mechanic I and Equipment Mechanic II with a maximum fiscal year cost to the City of:

<u>Service Worker</u>	<u>Mechanic I</u>	<u>Mechanic II</u>
\$629	\$629	\$629

37.1.1 The tools referred to herein shall be hand tools required in the service of the CITY.

37.1.2 Such tools shall be kept at the job site and the allowance shall not be used to purchase or replace a second set of tools used away from the job site.

37.1.3 The allowance shall apply only to tools authorized by the Fleet Superintendent or Fleet Maintenance Supervisors as being necessary for the performance of Equipment Mechanic I or Equipment Mechanic II duties.

37.1.4 Tools so purchased shall be used in the service of the CITY but shall be the property of the mechanic.

37.1.5 The Fleet Superintendent and Fleet Maintenance Supervisor shall create guidelines for the reimbursement method to be utilized to govern this program.

37.1.6 Additional terms or criteria may be established in the future by the CITY.

ARTICLE 38 **FULL UNDERSTANDING, MODIFICATION, WAIVER**

38.1 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.

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

38.3 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.

38.4 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.

38.5 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 39 **AUTHORIZED AGENTS**

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

39.1.1 Management's principal authorized agent shall be the City Manager or his/her duly authorized representative (address: CITY HALL, P.O. Box 1678, Santa Rosa, CA 95402; telephone (707) 543-3010), except where a particular management representative is specifically designated in the Agreement.

39.1.2 Operating Engineers Local UNION No. 3 principal authorized representative shall be Business Representative, Joe Louis Wildman whose address is: Public Employee Division, 1620 South Loop Road, Alameda, CA 95402; telephone (510) 748-7438, Ext. 3382; fax: (510) 521-4886.

ARTICLE 40 **SALARY SCHEDULE**

40.1 Effective November 7, 2021, the City shall increase the then-current salary for unit employees by three percent (3.0%) to reflect a Cost of Living Adjustment (COLA).

40.2 Effective the first full pay period following April 1, 2022 the City shall increase the then-current salary for unit employees by two and a half percent (2.5%) to reflect a COLA.

- Deleted: 40.1 Effective the first full pay period following July 1, 2017, all unit employees shall receive an eight percent (8%) market salary adjustment.
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40.3 Effective the first full pay period following July 1, 2023, the City shall increase the then-current salary for unit employees by two and a half percent (2.5%) to reflect a COLA.

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

The Salary Schedules effective as of t, November 7, 2021 are attached as Exhibit C. For the most up-to-date Salary Schedules, please refer to the Human Resources Website.

Deleted: Notwithstanding the foregoing, the City may reopen the salary section of the MOU during FY 2018-19 to renegotiate this COLA for FY 2019-20 if (i) the City's property tax revenue grows by less than 2% between FY 2017-18 and FY 2018-19 or (ii) the City's sales tax revenues for (a) the fourth quarter of FY 2017-18 reflect less than 4% growth as compared to sales tax revenue for the fourth quarter of FY 2016-17 or (b) the first, second and/or third quarters of FY 2018-19 reflect less than 3% growth as compared to the same quarter in FY 2017-18.¶

For the purposes of this subsection:¶

Property tax growth will be measured based on actual cash receipts in December 2018, which, based on the County's distribution formula, equals 55% of the City's property tax receipts for FY 2018-19; and¶
Sales tax growth will be measured based on the rolling twelve month change set forth in the quarterly reports received by the City from its sales tax consultant, which are based on actual sales tax receipts reported to the State Board of Equalization.

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ARTICLE 41 **SHIFT DIFFERENTIAL**

41.1 This article applies to employees employed in the classifications of, Equipment Mechanic I, Equipment Mechanic II Worker, Equipment Service Writer and Equipment Service Worker who are regularly assigned to work the night or weekend shift.

41.2 Employees shall receive a shift differential equal to 5% of base pay per hour for an entire shift when one or more hours of the work shift are worked (excluding lunch period) and the work occurs between the hours of (4) p.m. and (12) a.m. or between (12) a.m. and (7) a.m. Monday through Friday, or any hours on Saturday or Sunday. Employees must be assigned to work a shift within the hours listed in this Article to receive this benefit. Employees working in the garage, who are regularly assigned to work the weekday day shift, and happen to have an overlap into the listed hours, are not eligible to receive shift differential.

ARTICLE 42 **STEWARDS**

42.1 Number of Stewards

42.1.1 There shall be a maximum of two Stewards in Unit 13.

42.1.2 Alternate Stewards may be designated by OE3 to cover the absence of the Steward.

42.1.3 The CITY and the UNION agree that pursuant to the Employer Relations Ordinance, two is a reasonable number of paid UNION representatives to attend negotiations.

42.2 Release Time

43.2.1 Steward and witnesses shall receive release time to participate in formal grievance. Release time is subject to advanced approval and shall not be unreasonably denied.

42.2.2 Stewards shall operate within their designated area.

42.2.3 Stewards desiring to leave their work locations to process a grievance shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence will cause an undue interruption of work. In such case, a prompt rescheduling shall occur.

42.2.4 Prior to entering the work location of the employee/grievant, the Steward shall make a reasonable effort to obtain permission from the employee's supervisor. If the employee/grievant cannot be made available, the Steward shall be informed when the employee will be made available.

42.2.5 OE3 agrees that whenever a Steward is processing a formal grievance during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

42.3 Recognized Representative

42.3.1 Following elections or appointment of job stewards, OE3 shall give the City Manager or his/her designee, a list of names of employees selected as Steward, both primary and alternates. Only those employees whose names are on the current list shall be granted release time to serve as a Steward.

ARTICLE 43 **DEPENDENT CARE PROGRAM**

43.1 The CITY shall provide a Dependent Care Assistance Program consistent with State and Federal Law.

ARTICLE 44 **PROBATIONARY PERIOD FOR NEW HIRES**

44.1 For all classifications in the Unit, the initial Probationary Period shall be for a minimum of twelve (12) months duration.

44.2 For current City employees transferring from a different bargaining unit to any of the classifications in the Unit, the Probationary Period shall be for a minimum of twelve (12) months.

44.3 The Probationary Period may be extended by the City Manager for a period not to exceed an additional six (6) months. Approval of such extension by the City Manager shall be in writing with proper and prompt notification to the employee involved.

ARTICLE 45 **UNION/MANAGEMENT MEETINGS**

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

45.1.1 At the beginning of the contract year, a calendar of meeting dates shall be mutually agreed upon.

45.1.2 The UNION representatives shall be the Unit bargaining team. The UNION shall notify the CITY in writing of any change of representatives during the term of this contract.

45.2 In addition, the parties agree to meet at least once per year, in October, to specifically discuss departmental issues. The City shall be represented by Department management, with optional participation by a representative of the Human Resources Department. The Union representatives shall be the Union bargaining team.

45.3 Draft agendas shall be prepared and transmitted by the CITY no later than one week before each scheduled meeting. Final agendas shall be developed by the parties at the beginning of each scheduled meeting.

45.4 The construction of the minutes for each meeting shall be rotated between the CITY and the UNION representatives. If possible, the minutes shall be accepted by both parties at the conclusion of each meeting.

ARTICLE 46 **GRIEVANCE PROCEDURES**

SECTION 1 – Policy Statement

The CITY of Santa Rosa's grievance procedures set forth in the Personnel Rules and Regulations provide a means of resolving workplace disputes that involves the parties in considering and attempting to meet their mutual and separate interests in order to promote improved workplace relationships. This grievance procedure provides an orderly process to resolve grievances promptly, if possible at the organizational level of origin, and insures freedom from reprisal for using the grievance procedure.

SECTION 2 – Grievance Procedures in MOUs

If the procedures for resolution of grievances are incorporated into a Memorandum of Understanding (MOU), the MOU procedure shall be used for resolution of grievances filed by employees covered by that MOU.

SECTION 3- 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 of the Personnel Rules and Regulations.

SECTION 4 – General Conditions

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.

2. Time limits set forth in the Personnel Rules and Regulations may be extended by mutual agreement in writing or by the City Manager where a written request for such 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.

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.

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.

SECTION 5 – Informal Grievance Procedure

As soon as possible, but within fourteen (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.

SECTION 6 – Formal Grievance Procedure

If the issue grieved was not resolved informally, a formal written grievance shall be filed within fourteen (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.

1. Department Review

Within fourteen (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.

2. City Manager Review

Within fourteen (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.

SECTION 7 – Appeal to the Personnel Board

Appeals to the Personnel Board will be conducted in accordance with Rule 8, Personnel Board Hearings, of the Personnel Rules and Regulations and procedures established by the Personnel Board.

SECTION 8 – 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.

SECTION 9 – 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.

This information may also be obtained on the CITY website at:

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

ARTICLE 47 **MILITARY BUYBACK**

47.1 The CITY amended its contract with PERS in September 1998 so an employee may buy back the employee's military service as provided by CalPERS.

ARTICLE 48 **BILINGUAL PAY**

48.1 Additional pay of two percent (2%) of base pay shall be received by employees designated by their department head as being proficient in Spanish in accordance with the criteria established in the Bilingual Customer Service Program established by the Human Resources Department.

ARTICLE 49 **LEAD WORKER**

49.1 Employees in the classification of Equipment Mechanic II who are regularly assigned to work the weekend shift and are designated as Lead Worker shall receive a shift differential as provided below.

49.2 Employees shall receive a Lead Worker differential pay equal to five percent (5%) of base pay per hour for an entire shift when one or more hours of the work shift are worked (excluding lunch period) and the work occurs on Saturday or Sunday. Employees must be assigned to work a shift within the hours listed in this Article to receive this benefit.

49.3 In the absence of management on weekends, Lead Workers will perform the duties of a Mechanic II, supervise subordinate employees, liaison with customers and vendors, communicate work order status with customers and floor/office staff, and perform other duties as assigned per side letter dated June 8, 2007.

ARTICLE 50 **CERTIFICATION PROGRAM**

50.1 Effective July 1, 2017, employees hired, transferring or promoting into the classification of Equipment Mechanic I will be required to pass the below-listed ASE certification tests for either Automotive or Truck within one year of hire as a condition of employment. Employees will be required to maintain these certifications throughout their employment in that position.

Employees occupying the classification of Equipment Mechanic I on July 1, 2017 will be required to pass the below-listed ASE certification tests for either Automotive or Truck no later than July 1, 2018, and to maintain those certifications throughout their employment in that position. An employee who fails to complete these tests may be subject to progressive discipline as set forth in Rule 7 of the City's Personnel Rules and Regulations.

Automotive	Truck
A2 – Automatic Transmission	T2 – Diesel Engine
A4 – Suspension and Steering	T3 – Drive Train
A5 – Brakes	T4 – Brakes
A6 – Electrical/Electronic Systems	T5 – Suspension/Steering
A7 – Heating and Air Conditioning	T6 – Electrical/Electronic Systems
A9 – Light Vehicle Diesel Engine	

50.2 Effective July 1, 2017, employees hired, transferring or promoting into the classifications of Equipment Mechanic II and Equipment Service Writer will be required to obtain all of the ASE certifications listed under both Automotive and Truck within one year of hire/transfer/promotion. Employees will be required to maintain these certifications throughout their employment in these positions.

Employees occupying the classification of either Equipment Mechanic II or Equipment Service Writer as of July 1, 2017 will be required to pass at least five (5) of the above-listed ASE certification tests no later than July 1, 2018 and will be required to pass the remaining tests no later than July 1, 2019. An employee who fails to meet either of these testing requirements may be subject to discipline as set forth in Rule 7 of the City's Personnel Rules and Regulations.

50.3 Once an employee passes a required test (either the initial test or a recertification), the City will reimburse the employee for the actual cost of the testing fees for that test. Study and training are to be completed off-duty.

50.4 For passing one of the required ASE Certifications as listed in section 50.1 of the MOU, employees shall be granted up to two (2) hours of paid time for the initial certification test and up to ninety (90) minutes of paid time for renewal of the required certification test. Requests shall be made to the supervisor seven (7) days in advance.

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Paid time to take the required certification tests shall not be done on overtime and will be paid once the City is notified of the employee's passing score/grade.

50.5 The City may reopen this section during the term of the contract to discuss implementation of optional certifications and incentives.

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ARTICLE 51 **VACATION "SELL BACK" PROGRAM**

51.1 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:

51.1.1 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.

51.1.2 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 51.1) on the second paycheck in December.

ARTICLE 52 **WELLNESS**

52.1 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 payment is to be used for wellness programs such as gym memberships, fitness equipment, and/or weight loss programs which will

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[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 53 RECOMMENDATION

53.1 The CITY'S Meet and Confer Committee shall recommend the ratification of this Understanding to the City Council and the UNION'S's Meet and Confer Committee shall recommend the ratification of this Understanding to the employees in the CITY'S Unit #13 – Mechanics.

Deleted: The City and Unit 13 will meet no later than October 1, 2017 to discuss reinstatement of a tuition reimbursement program (including both degree course work and certifications, related to an employee's work with the City or promotional opportunities within the City) with a per employee cap of at least \$800 and an aggregate cap per fiscal year. The parties may also discuss a wellness program as part of this policy. The parties agree that these discussions may be conducted in coalition with other City bargaining groups.

Meet and Confer Committee

Meet and Confer Committee

OPERATING ENGINEERS LOCAL
UNION NO. 3 AFL-CIO

CITY OF SANTA ROSA

Carl Carr Date

Jeremia Mills Date

Tom Draper Date

Jeremy Gundy Date

Chris Godleski Date

Jeff Berk Date

Marty Barber Date

Alan Alton Date

RATIFICATION

Ratified:
OPERATING ENGINEERS LOCAL
UNION NO. 3 AFL-CIO

Ratified:
CITY OF SANTA ROSA

By _____
[Carl Carr](#) Date
Business Representative
Operating Engineers No. 3

By _____
Chris [Rogers](#) Date
Mayor
City of Santa Rosa

APPROVED AS TO FORM:

Resolution No. _____

By: _____
Sue Gallagher
City Attorney

EXHIBIT A - UNIT 13 CLASSIFICATIONS

EQUIPMENT SERVICE WORKER
EQUIPMENT MECHANIC I
EQUIPMENT MECHANIC II
EQUIPMENT SERVICE WRITER

Current salaries can be found in the posted salary plan at
<http://srcity.org/DocumentCenter/View/1213>

EXHIBIT B - INSURANCE PLANS

DENTAL INSURANCE

In general, the program includes for employees, and their dependents, including qualified domestic partners, basic dental insurance coverage of payment of the indicated percentage up to the maximum of \$2,000 (\$2,100 for employees choosing a premier preferred provider under the current dental program) for each eligible person per year for the following benefits:

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

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

VISION INSURANCE

The CITY shall offer employees and their dependents, including qualified domestic partners, a vision care program which provides an eye examination, and allowance for lenses, and frames once each twelve (12) months. The deductible shall not exceed twenty dollars (\$20.00). The vision allowance for frames shall be \$150, and the allowance for contact lenses shall be \$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>

EXHIBIT C – SALARY SCHEDULE

EXHIBIT D

Classification and Compensation Survey:

During the term of the contract, the City shall perform a classification and compensation survey of the Unit 13 benchmarked classifications, comparing the classifications to appropriate comparator jurisdictions. The City and Union agree to meet and confer on the survey methodology prior to conducting the survey and will formulate a selection committee, comprised of both Union membership and City management to evaluate proposals and select a classification and compensation consultant. The City and Union will work together collaboratively and review the consultant's recommendations related to the selection of comparator agencies, the compensation philosophy and the data points which make up the classification and compensation, total compensation survey data.

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

Recruitment and Retention Issues During the Term of the Contract:

In the event that the Operating Engineers Local 3 (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.

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