

EXHIBIT "A" TO RESOLUTION NO. 28829

WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

APPROVED BY

THE SANTA ROSA CITY COUNCIL

FOR EMPLOYEES IN THE CITY'S UNITS 11 AND 12

MIDDLE-MANAGEMENT AND CONFIDENTIAL

July 1, 20167 THROUGH JUNE 30, 201720

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DRAFT

This Document describes wages, hours and conditions of employment approved at Santa Rosa, California this ~~26th~~-18th day of July 2017~~6~~, by the City of Santa Rosa, hereinafter referred to as the "CITY," for employees in the CITY's Units 11 and 12 (Middle-Management and Confidential), hereinafter referred to as the "UNIT."

ARTICLE 1 **CONTRAVENTION OF LAWS**

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

ARTICLE 2 **TERM**

2.1 This Document shall become effective July 1, 2017~~6~~, except where otherwise provided and all its provisions shall terminate at twelve (12) midnight on June 30, 2020~~17~~.

ARTICLE 3 **DEFINITIONS**

3.1 The term "CITY" shall mean the City Manager and/or other appropriate Management staff or, if required, the City Council.

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

3.3 The term "employee" or "employees" shall mean a person or persons employed in a full-time regular or part-time regular position by the CITY whose classification is assigned to the Middle-Management and Confidential Units.

3.4 The term "overtime rate" shall mean 1.5 times the regular hourly rate of pay.

3.5 The work week for all members of Unit 12 Confidential shall be 168 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.

3.6 "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 November 19, 2013.

3.7 The term "retirement" shall mean the following criteria has been met:

a) separation from the CITY; b) qualifying for PERS retirement benefits; and c) having filed an application for retirement with PERS.

3.8 The term “classic member” shall mean all active CalPERS members as of December 31, 2013 or as defined by CalPERS.

ARTICLE 4 **PURPOSE**

4.1 The purpose of this Document is to set forth the full wages, hours and other terms and conditions of employment determined in accordance with State law and City ordinances, rules and regulations.

ARTICLE 5 **SCOPE**

5.1 Any and all prior or existing understandings and/or documents describing wages, hours and other terms and conditions of employment, whether formal or informal, are superseded and terminated in their entirety.

ARTICLE 6 **SEVERABILITY**

6.1 Should any part of this Document 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 Document.

ARTICLE 7 **SUPPLEMENT OR MODIFICATION**

7.1 Any agreement, alteration, understanding, variation, waiver, supplement or modification affecting any of the terms or provisions contained in this Document shall not in any manner be binding upon the CITY unless made and executed in writing by the CITY and, if required, approved by the City Council.

ARTICLE 8 **MUTUAL RESPONSIBILITY**

8.1 The employees recognize their responsibility to provide the citizens those municipal services deemed appropriate by the CITY.

8.2 Employees shall continue to support the CITY and its programs including the maintenance of basic CITY and Management responsibilities to manage, control and operate the CITY.

8.3 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 9 **RULES AND REGULATIONS**

9.1 The following rules and regulations as they exist now, or as they may be amended or changed by the CITY, shall be applicable to employees unless superseded by any provisions of this Document:

- Personnel Rules and Regulations;
- Employer-Employee Relations Ordinance.

ARTICLE 10 **PAYROLL DEDUCTION**

10.1 During the term of this Document and to the extent the laws of the State of California permit, and as provided herein, the CITY will, in addition to deductions required by law, make payroll deductions with the employee's consent for U.S. Savings Bonds, Employee's Credit Union, Employee's Health and Accident Insurance, Life Insurance, charitable contributions, Deferred Compensation and monthly dues for membership in one (1) authorized employee organization.

ARTICLE 11 **HOLIDAYS**

11.1 Employees shall receive the following twelve (12) holidays:

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

ARTICLE 12 **FLOATING HOLIDAYS**

12.1 Floating Holidays must be taken during the fiscal year in which they are earned. Employees hired between July 1 and December 31 shall receive 16 hours and employees hired between January 1 and June 30 shall receive 8 hours of Floating Holiday time. Beginning on July 1, 2006, and following the completion of twenty years of full time equivalent of CITY service, employees shall receive one additional full time equivalent (8 hours) floating holiday for a total of three (3) full time equivalent floating holidays. This third floating holiday will not be included in any holiday payout. Regular part-time employees shall receive a pro-rated Floating Holiday balance based on FTE allocation.

ARTICLE 13 **HOLIDAY PAY**

13.1 ~~Effective November 3, 2013, h~~oliday 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 nine (9) hours on a holiday, the employee shall be eligible for nine (9) hours of holiday pay; ~~i~~f 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.

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

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

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

13.5 Employees assigned to a 4/10 or 9/80 work schedule, whose work week normally includes three (3) consecutive days off, shall observe the preceding work day when a holiday falls on the first day off. If the holiday falls on either of the last two (2) days off, the following work day shall be observed. If the holiday falls on a single regular day off, the following day shall be observed.

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

ARTICLE 14 VACATION LEAVE

14.1 ~~Effective January 11, 2015~~ Employees shall earn and may accumulate vacation time as indicated below:

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

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

14.3 Maximum vacation accrual is established at three times the annual accrual rate. Regular part-time employees' maximum is three times the FTE percent of the annual accrual rate. All Management and Confidential employees who have in excess of this maximum accrual as of June 30, 2003, have until June 30, 2004, to schedule vacation time off or request compensation for excess accrued vacation. Effective July 1, 2004, any employee in Unit 11 or 12 with a vacation balance at or above the cap will not accrue any additional vacation time until his/her balance falls below the cap.

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

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

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

ARTICLE 15 MANAGEMENT VACATION "SELL BACK" PROGRAM

15.1 Unit 11 – Management Vacation "Sell Back" Program

15.1.1 Managers in Unit 11 may “sell back” vacation accrual once a fiscal year under the following procedure:

15.1.22 The employee may “sell back” up to 80 hours (prorated based on FTE allocation) of vacation providing he/she has 80 hours of vacation remaining after the sell back. To sell back vacation hours, the employee will enter on his/her time card the appropriate number of hours (whole hours only) he/she would like to sell back. The payout on the “sell back” hours will be made on the following paycheck.

15.1.3 The vacation sell back option is only available once a fiscal year for each employee and will be made under the following procedure:

15.1.2.1 For calendar year 2017, the employee may “sell back” up to eighty (80) hours (prorated based on FTE allocation) of vacation providing he/she has eighty (80) hours of vacation remaining after the sell back. To sell back vacation hours, the employee will enter on his/her time card the appropriate number of hours (whole hours only) he/she would like to sell back. The payout on the “sell back” hours will be made on the following paycheck.

15.1.2.2. Beginning in calendar year 2018, there will be an open enrollment period in December of the preceding calendar year during which each bargaining unit member must make an irrevocable election to “sell back” vacation accrual in the following calendar year, up to eighty (80) hours (prorated based on FTE allocation) of vacation providing he/she has eighty (80) hours of vacation remaining after the sell back. The 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.

15.1.2.2.1 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 15.1.2.2) on the second paycheck in December

15.2 Unit 12 – Confidential Vacation “Sell Back” Program

15.2.1 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 he/she has eighty (80) hours of vacation remaining after the sell back, under the following procedure:

15.2.1.1 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 in the following calendar 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.

15.2.1.2 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 15.2.1) on the second paycheck in December.

ARTICLE 16 **TIME SAVINGS PLAN – CONFIDENTIAL**

16.1 The CITY shall continue the implementation of Finance Department – Time Savings Plan Program for employees in Unit 12. This program outlines procedures that allow employees to buy time off for the purpose of supplementing other accrued time off. More information on this program can be found at the following link:

http://cityweb.srcity.org/departments/finance/Forms%20Finance/Payroll%20Forms/TSP_Policy.doc

ARTICLE 17 **SICK LEAVE**

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

<u>HOURS EARNED MONTHLY</u>	<u>HOURS EARNED ANNUALLY</u>
8	96

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

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

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

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

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

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

1. Participating in a criminal act;
2. Working for an employer other than the CITY;
3. During vacation unless the employee was confined to a hospital or other fixed location under written doctor's orders;
4. During a layoff, leave of absence or disciplinary suspension; and/or
5. After a termination date.

17.8 On taking sick leave time, employees shall notify their appropriate department either prior to or within one (1) hour after the time set for beginning daily duties or by another time specified by the CITY.

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

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

17.11 If an employee has not recovered by the time he/she has exhausted accumulated sick leave, a leave of absence, without pay, may be requested in writing according to City Policy.

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

17.13 Sick leave shall not be used to extend a date of retirement; however, effective January 1990, a miscellaneous employee, upon retirement, may convert his/her

unused sick leave balance to service credit as provided by Government Code Section ~~20862.820965~~.

ARTICLE 18 **SICK LEAVE – INITIAL PROBATIONARY PERIOD**

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

ARTICLE 19 **SICK LEAVE – FAMILY ILLNESSES:**

19.1 Employees may use hours of accumulated sick leave during the fiscal year for the illness or medical treatment of ~~their spouse, qualified domestic partner, child, step-child, child of employee’s qualified domestic partner, parents or grandparents as provided by State law~~ an immediate family member. For the purposes of this section, “immediate family member” is defined as an employee’s child (including an employee’s biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands *in loco parentis*), parent (including an employee’s biological, adoptive, or foster parent, step parent, or legal guardian, or a person who stood *in loco parentis* when the employee was a minor child), spouse, domestic partner, the parent(s) of an employee’s spouse or domestic partner, grandparent, grandchild or sibling. With prior approval of the City Manager or designee, employees may use hours of accumulated sick leave to care for other members of the household or family. The CITY may require an employee to provide a medical professional’s statement which outlines the severity of the illness and expected duration of treatment.

ARTICLE 20 **SICK LEAVE – RETIREMENT BUYBACK**

20.1 Unit 11 – Middle Management

20.1.1 Background: Employees in Unit 11 who were hired prior to January 1, 2010 had one of two options for remuneration of accumulated but unused sick leave as follows:

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

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

20.1.4 Under either option, the value of unused sick leave is calculated at the regular hourly rate of pay at the date of the buyback.

20.1.5 Middle Management employees in Option Two made an irrevocable choice of remaining in Option Two or changing to Option One.

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

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

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

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

20.1.10 Employees leaving CITY service prior to the end of the fiscal year shall have a deposit made to their Retiree Health Savings Plan account based on twenty-five percent (25%) of the total earned but unused sick leave for that fiscal year.

20.1.11 Upon retirement from the CITY, the remaining balance of their sick leave, if any, shall be converted to service credit according to PERS contract.

20.1.12 Effective January 1, 2010 all employees who remained in Option Two shall be remunerated as described in Article 20.1.3

20.1.13 Employees entering this unit from another unit⁷ must switch to Option One. Employees switching to Option One shall have their total accrued sick leave as of the date of their entry into the unit remain in an Option Two bank which will be paid out upon retirement as described in Article 20.1.3. This amount shall be reduced by use of

sick leave beyond that accumulated in the new Option One bank. Upon retirement, all sick leave not paid out shall be converted to service credit according to PERS contract.

20.2 Unit 12 - Confidential Employees

20.2.1 Confidential employees shall have a one-time choice at the commencement of employment of one (1) of two (2) options to receive pay for accumulated but unused sick leave as follows:

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

20.2.3 Option Two: All sick leave accumulates and upon retirement and completion of ten (10) years of employment with the CITY, the employee 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 and receive service credit for the remainder OR may choose to convert the entire balance of their sick leave to service credit.

20.2.4 The following conditions shall apply to the two (2) options outlined in Articles 20.2.2 and 20.2.3:

a. Once an option is chosen, the employee shall be bound by it for the duration of employment with the CITY.

b. All new Confidential employees hired after the date of this Document shall choose either Option 1 or Option 2 upon employment with the CITY.

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

d. At the end of each fiscal year, all unused sick leave less Option 1 paid hours shall be accumulated.

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

f. Employees moving into a classification covered by this Agreement Document, who were not previously covered by this Agreement Document, may continue with Option 2 or switch to Option 1. Employees switching to Option 1 shall have their total accrued sick leave as of the date of their promotion paid for as indicated in

Option 2 unless the total hours are reduced below this level through the use of sick leave. If this occurs, the remaining hours shall be reimbursed as in Option 2.

g. Employees who elect Option 2 may convert their entire balance of sick leave to service credit rather than receiving payment as described in Article 20.2.3.

ARTICLE 21 SICK LEAVE DEATH BENEFIT

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

ARTICLE 22 CATASTROPHIC LEAVE

22.1 Catastrophic leave is a paid leave of absence due to life-threatening verifiable long-term illness or injury such as, but not limited to, cancer and heart attack, which clearly disables the individual, as provided in the City's Catastrophic Leave Policy. The policy can be found on the following link:

<http://cityweb.srcity.org/EmployeeServices/Pages/CatastrophicLeave.aspx>

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

22.3 The employee must first exhaust all accrued sick leave, vacation leave, twenty (20) hour benefit portion of administrative leave, and compensatory time, if applicable, before qualifying for catastrophic leave. Once all accrued benefits have been exhausted and catastrophic leave has been granted, the employee shall not accrue any vacation or sick leave while using donated hours. If an employee returns to work on a part-time basis during their catastrophic leave, the employee shall accrue vacation and sick leave. Any such accruals will be banked. No new accruals, if any, may be used until all catastrophic leave credit has been exhausted.

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

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

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

22.7 If leave is granted, the CITY shall require the employee to provide medical information indicating the nature of the illness or injury, the prognosis and estimated date of return. In addition, the CITY shall require, prior to the employees' return to work, written approval from his or her doctor to resume job duties. The CITY shall require an employee to sign a form authorizing release to the CITY of any and all medical information prior to granting catastrophic leave. If the department head determines that documentation of illness or injury and ability to return to work is unnecessary, the requirement to provide medical information and doctor's release may be waived.

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

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

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

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

ARTICLE 23 **INDUSTRIAL INJURY OR ILLNESS LEAVE**

23.1 Miscellaneous Employees:

23.1.1 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.

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

23.1.3 Regular part-time employees shall be compensated under the State Workers' Compensation Plan as outlined in Article 23.3.

23.2 City Supplemental Workers' Compensation Plan:

This plan supplements the State plan and provides:

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

23.2.2 While on the supplemental plan, the employee's paid sick leave will be-charged at the rate of ~~one half (1/2) for each day of absence for an employee making over \$30.00 per hour and~~ one fourth (1/4) for each day of absence ~~for an employee earning \$30.00 per hour or less.~~

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

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

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

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

23.2.7 During this time, vacation and sick leave shall accrue as if the employee were on full salary, the employee's qualified time off shall concurrently count

toward Family and Medical Leave (FMLA) and California Family Rights Act (CFRA) and all benefits shall be paid in the same manner as before the injury.

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

23.3 State Workers' Compensation Plan:

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

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

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

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

23.3.4 No regular CITY salary shall be paid.

23.3.5. 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.

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

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

ARTICLE 24 **BEREAVEMENT LEAVE**

24.1 Full-time employees may take up to forty (40) hours, or the FTE percent for regular part-time employees, of bereavement leave because of death in the immediate family. For the purposes of bereavement leave, immediate family shall mean the

employee's spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, parents of employee's qualified domestic partner, brother, sister, child, step-child, child of qualified domestic partner, stepparents, grandparents, and grandchildren.

Payment for bereavement leave shall only be authorized by the Department Head City Manager or designee.

ARTICLE 25 **MILITARY LEAVE**

25.1 An employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, the Federal uniformed Services Employment and Re-employment Rights Act, all other applicable laws and CITY policies.

25.2 The employee shall furnish to the City Manager's Office or designee, satisfactory proof of his/her orders to report for duty and of his/her actual service pursuant to such orders.

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

ARTICLE 26 **JURY LEAVE**

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

26.2 Employees serving as jurors shall be paid as follows:

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

ARTICLE 27 **LEAVE OF ABSENCE**

27.1 Employees may request a leave of absence, without pay, in writing to their respective Department Heads. Employees are required to exhaust accumulated sick leave, vacation, bereavement leave (if applicable), twenty (20) hours of administrative leave, or floating holidays prior to taking a leave of absence without pay in accordance with State and Federal law. These requests may be approved as follows:

27.1.1 By the department head for a time not exceeding ~~twenty-four (24) working hours~~ three (3) working days.

27.1.2 By the City Manager or Human Resources Director for any time exceeding ~~three (3) working days~~ twenty-four (24) working hours.

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

ARTICLE 28 **WORK SCHEDULE – CONFIDENTIAL**

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

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

28.3 Except as outlined below, each shift shall include a non-paid meal period scheduled approximately at the mid-point of the shift.

28.4 In the event an employee is required to work more than five (5) hours in any shift without a lunch period, or more than six (6) hours in 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.

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

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

28.6.1 The rest period shall be with pay.

28.6.2 The rest period shall not exceed fifteen (15) minutes for each four (4) hours of work.

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

28.6.4 The rest period shall not be used in conjunction with late arrival to work, early departure from work or lunch period; and

28.6.5 Rest periods shall not accumulate if not taken.

ARTICLE 29 **OVERTIME**

29.1 Management employees required to work beyond the regular work week shall not be paid overtime unless required by law.

29.2 Confidential employees required to work more than forty (40) hours per work week shall be paid for these overtime hours at the overtime rate, unless an employee is on an alternate work schedule then overtime shall be paid in accordance with the alternative work agreement. An employee shall not work hours in excess of his/her regularly scheduled hours unless requested or approved by his/her supervisor or in case of an emergency.

29.3 Overtime for Confidential employees may be compensated by compensatory time-off (CTO) pursuant to the Finance Policy concerning Compensatory Time Off specifically designated Procedure II-8. By mutual consent of the City Manager's Office and employees in Unit 12, a compensatory time payment program has been established. This program provides Unit 12 employees the option to cash out some or all of accrued compensatory time. Procedures for "cashing out" CTO can be found at the following link:

http://cityweb.srcity.org/departments/hr/policies_procedures/Pay-out%20for%20Accrued%20Compensatory%20Time%20Units%204-6-7%20and%2012.pdf

ARTICLE 30 **CALL BACK: CONFIDENTIAL EMPLOYEES**

30.1 Confidential employees who have completed their work shift and have gone home and then unexpectedly 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.

ARTICLE 31 **ADMINISTRATIVE LEAVE**

31.1 Administrative Leave shall be provided as follows for Middle Management employees:

31.1.1 Twenty (20) hours annual Administrative leave for all Management employees, prorated for regular part-time employees, scheduled by Department Head upon request.

31.1.2 An additional sixty (60) hours annual Administrative Leave per fiscal year shall be available for Management employees, prorated for permanent part-time employees, subject to approval and scheduling by the department head. Administrative

Leave is not accruable from fiscal year to fiscal year and any unused time shall not be paid out upon retirement or termination.

31.1.3 Unit 11 employees shall have the option of selling back up to forty (40) hours of Administrative leave under the following procedure:

31.1.3.1 The employee will enter on his/her time card the appropriate number of hours (whole hours only) he/she would like to sell back. The payout on the "sell back" hours will be made on the following paycheck.

31.2 The City Manager shall establish procedures and is responsible for administration of the Administrative Leave Program.

ARTICLE 32 COMMUNITY INVOLVEMENT

32.1 The CITY encourages upper level Management employees to become involved in local community affairs. The CITY will make a reasonable amount of time available for this type of involvement if in the opinion of the respective Department Head this involvement is beneficial to the CITY and to the employee.

ARTICLE 33 INSURANCE PROGRAMS

33.1 The CITY shall provide the insurance programs described in this Document. 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.

ARTICLE 34 HEALTH INSURANCE

34.1 The CITY shall offer employees and their dependents, including qualified domestic partners, a health insurance program under the terms set forth below. ~~After November 19, 2013, no new City registered domestic partners will be accepted or eligible for these benefits~~

34.2 Health insurance plan changes which became effective January 1, 2014 are detailed in Exhibit A.

34.3 ~~Effective January 1, 2012~~ eEmployee contributions toward the monthly health insurance premium shall be as follows:

a. Employees will 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 12% or more than the least expensive premium. If the most expensive premium has an average premium difference greater than six percent (6%) but less than twelve (12%), the employee shall pay fifteen percent (15%).

d. Deductions occur semi-monthly. Current contributions can be found on the Employee Services web page.

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

34.5 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	\$1,311	\$1,449	10.5%	\$1,666	27.1%
Average Premium Difference			6.20%		22.30%
Percentage of Premium Employee Would Pay	12.50%	15%		20%	

34.6 Health Insurance – Part-Time Employees:

Part-time employees may elect to participate in health insurance plans and the CITY will contribute a percentage of the employer’s portion of the premium equaling the employee’s authorized position full-time equivalent (FTE) of the amount towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance. Part-time employees who do not initially choose health insurance are eligible to elect at a later date through open enrollment or if eligible due to certain qualifying events as defined by law.

ARTICLE 35 **RETIREE HEALTH SAVINGS PLAN**

35.12 Unit 11 – Middle Management

35.12.1 Effective January 1, 2010 the CITY established a retiree health savings plan for employees in Unit 11 – Middle Management with the intention of having the following attributes and subject to current tax laws: tax-free treatment of health benefits, ability to charge taxable health premiums and unreimbursed health costs, with assets remaining after employee’s death going to spouse/qualified dependents.

35.12.2 Effective January 1, 2010, the retiree health savings plan will be employer funded by one half of one percent (0.50%) of base earnings contributed by the City until the Unit receives a salary increase, and, by the annual sick leave payout as described in Article 20.1.7. Once the Unit receives a salary increase, the one half of one percent (0.50%) City contribution shall become the responsibility of the employee and the City shall have no further obligation to contribute to the health savings plan thereafter.

35.12.3 Employees are scheduled to receive a two percent (2.0%) salary increase on July 13, 2014, (Article 48.1). Therefore, per Article 35.2.2 above, effective July 13, 2014, employees will begin making the one half of one percent (0.50%) contribution to the retiree health savings plan by payroll deduction and the CITY shall have no further obligation to contribute to the retiree health savings plan thereafter.

- 35.2 City Contribution to Health Savings Plan

Effective the first full pay period following July 1 2017, the City will contribute one-quarter percent (0.25%) of base wage to each Unit 11 employee’s Health Savings Plan, for a total City contribution of one-quarter percent (0.25%) of base wage. Effective the first full pay period following July 1, 2018, the City will increase this contribution by one-quarter percent (0.25%) of base wage, for a total City contribution of one half percent (0.5%) of base wage. Effective the first full pay period following July 1, 2019, the City will increase this contribution by one quarter percent (0.25%) of base wage, for a total City contribution of three quarters percent (0.75%) of base wage.

ARTICLE 36 **COMBINED DENTAL AND VISION INSURANCE**

36.1 The CITY shall offer employees and their dependents, including qualified domestic partners, a dental and vision insurance program under the terms as set forth below:

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

36.3 Applicable monthly premium contributions and benefit description for this program can be found on the Employee Services web page and in Exhibit B.

Part-time Employees:

36.4 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) towards 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.

ARTICLE 37 **LIFE INSURANCE**

37.1 Employee

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

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

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

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

37.4 Optional spouse or qualified domestic partner life insurance up to \$50,000 may be purchased through payroll deduction.

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

37.6 The CITY shall provide each employee under this program with a certificate of coverage and the summary description of the program can be found on the Employee Services web page.

ARTICLE 38 **DEPENDENT LIFE INSURANCE**

38.1 Employees shall receive term life insurance coverage for their families, including qualified domestic partners, in the amount of \$1,500 per family member. However, employees may not cover spouses/qualified domestic partners who are also employees of the City under this plan as it is not allowed by the carriers.

ARTICLE 39 **LONG-TERM DISABILITY INSURANCE**

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

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

39.3 The CITY shall provide each employee under this program with a certificate of coverage upon request. The summary description of the program can on the Employee Services web page.

ARTICLE 40 **DEPENDENT CARE ASSISTANCE PROGRAM**

40.1 ~~Effective January 1, 1991, t~~The CITY shall provide a Dependent Care Assistance Program (flexible spending account Section 125) consistent with State and Federal law.

ARTICLE 41 **ADDITIONAL INSURANCE PLANS**

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

Short Term Disability Insurance

41.2 Effective August 1, 2017, the City shall offer employees a short term disability insurance program and pay the monthly premium costs.

41.2.1 The major components of the plan are:

41.1.3 Benefit period to age 65;

41.1.4 55% of insured earnings;

41.1.5 \$1,500 maximum weekly benefit;

41.1.6 \$25 minimum weekly benefit;

41.1.7 Elimination period of 7 days.

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

41.2.3 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.

ARTICLE 42 **MISCELLANEOUS RETIRED EMPLOYEES HEALTH INSURANCE**

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

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

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

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

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

ARTICLE 43 RETIREMENT – MISCELLANEOUS EMPLOYEES

43.1 The term “retirement” is defined as separation from the CITY and filing and qualifying with the California Public Employee Retirement Systems (CalPERS).

43.2 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 Pension Reform 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.

43.3 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) agency within the last six months	New members hired on/after January 1, 2013

43.4 Effective January 1, 2013, new members as described in Article 43.2 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.

43.5 Effective July 13, 2014, each bargaining unit member shall pay, through payroll deductions, an additional 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 1.5% above the contribution rate set by CalPERS for PEPRA tier 3 members.

43.6 The history of CalPERS Changes is as follows:

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

43.6.2 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%.

43.6.3 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.

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

43.8 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.

ARTICLE 44 HISTORY OF PAYMENT FOR 3% AT 60

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

44.2 Effective July 1, 2002, there shall be a one and five-tenths percent (1.5%) increase for each miscellaneous classification in Unit 11. This increase reflects a three and one-tenths percent (3.1%) reduction to partially fund a PERS retirement of 3% at 60.

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

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

44.5 In the event the COLA's granted for fiscal years 2003/04 and 2004/05 are not sufficient to cover the agreed upon cost, 2.45% effective July 1, 2003 and 2.47% effective July 1, 2004, the difference between the payment made from COLA on July 1, 2003 and the 2.45% due for the cost of the benefit will be paid by a pre-taxed payroll deduction effective July 1, 2003.

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

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

ARTICLE 45 MILITARY, PEACE CORPS AND VISTA BUY BACK:

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

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

ARTICLE 46 PERS "PICK-UP"

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

**ARTICLE 47 MANAGEMENT SALARY PLAN AND PERFORMANCE
EVALUATION SYSTEM**

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

ARTICLE 48 SALARY SCHEDULE

48.1 Effective the first full pay period following adoption by the City Council but in no event before July 1, 2017, all unit employees shall receive a three percent (3%) Cost of Living adjustment (COLA).

48.2 Effective the first full pay period following July 1, 2018, all unit employees shall receive a three percent (3%) COLA.

48.3 Effective the first full pay period following July 1, 2019, all unit employees shall receive a two and a half percent (2.5%) COLA.

48.4 The City Council reserves its discretion to modify the COLAs set forth in this Article based the City's property tax and/or sales tax revenue growth rates, or for any other lawful reason.

48.5 A current salary schedule can be found at:
<http://ci.santa-rosa.ca.us/departments/hr/salaries/Pages/SalaryPlan.aspx>

ARTICLE 49 **UNIFORMS**

49.1 Employees provided uniforms by the CITY or a uniform allowance for the purchase of uniforms shall wear the CITY prescribed uniform while at work and shall be responsible for the maintenance and upkeep of the uniforms in accordance with CITY policy.

49.2 The CITY shall replace uniforms provided by the CITY for normal wear and tear resulting from CITY work activities.

ARTICLE 50 **CONFIDENTIAL DIFFERENTIAL PAY**

50.1 Classifications designated to the Confidential Unit with corresponding classifications in other units shall maintain a minimum of 2.65% salary differential above the salary range of the corresponding classification. This differential is made up of the traditional 2.0% and an additional .65% which was added on October 2, 2005 when Unit 12 voted to eliminate their Retiree Health Stipend.

50.2 Those classifications in unit 12 without a corresponding classification in another unit, shall receive the same salary adjustments excluding equity adjustments as those classifications identified in 50.1.

50.3 Beginning January 10, 2016 the CITY set aside .63% of pay which constitutes the difference between what corresponding classifications in other units

received as part of a Retiree Health Stipend. This set aside of .63% will be placed in one of the personal city-sponsored Deferred Compensation Plans of members of Unit 12-Confidential.

50.4 Effective the first full pay period following July 1, 2017, the City will make a contribution to the Deferred Compensation Plans of Unit 12 members of one-quarter percent (0.25%) of base wage. Effective the first full pay period following July 1, 2018, the City will increase this contribution by one-quarter percent (0.25%) of base wage, for a total contribution of one-half percent (0.5%) of base wage. Effective the first full pay period following July 1, 2019, the City will increase its contribution by one-quarter percent (0.25%) of base wage, for a total contribution of three-quarters percent (0.75%) of base wage.

ARTICLE 51 **BILINGUAL PAY – MISCELLANEOUS EMPLOYEES**

51.1 Employees in Units 11 and 12 who are fluent in Spanish and are designated by the Department Head as eligible for bilingual pay shall receive 2% of base monthly salary as compensation for the additional responsibilities.

ARTICLE 52 **RECORDING SECRETARY PAY**

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

APPROVAL

APPROVED: _____
~~John Sawyer~~Chris Coursey, Mayor

Date

EXHIBIT A

NAME OF PLAN	Kaiser HMO	City PPO		City EPO
	Network Only	Participating Provider	Non-Participating Provider	Participating Provider Only
Employee Portion of Premium	15% 14.5% (Units 4, 6 & 7)*	12.5% 14.5% (Units 4, 6 & 7)*		20%**
Type of Plan/Service Area	HMO / Limited Service Area	Preferred Provider Organization / Any Service Area		Exclusive Provider Organization / California only
Access to Specialists	Must have PCP/ may refer yourself to some specialists within Kaiser	Can choose directly		Provider Referral or Self-Referral <u>Self-Referral</u>
Network	Only when referred by Kaiser	BlueCross Prudent Buyer PPO	Available at higher cost	BlueCross Prudent Buyer PPO
Lifetime Maximum	Unlimited	Unlimited		Unlimited
Pre-existing Condition Exclusion	No	No		No
Deductible Per Person	None	\$300		None
Deductible Per Family	None	\$900 (3 per family)		None
Out of Pocket Maximum Per Person *	\$1,500	\$1,500	Not Applicable	\$1,500
Out of Pocket Maximum Per Family *	\$3,000	\$3,000	Not Applicable	\$3,000
Prescription Drug Benefit	KAISER	MEDCO		MEDCO
30 day supply	\$10 generic 50% co-payment for drugs to treat sexual dysfunction	\$5 generic/\$20 brand/\$50 non-formulary Brand \$20 plus difference in cost over generic if generic readily available. Medically necessary only. 50% co-payment for drugs to treat sexual dysfunction		\$10 generic/\$25 brand ¹ /\$55 non-formulary - if medically necessary (plus difference in cost over generic if generic readily available) 50% co-payment for drugs to treat sexual dysfunction
Mail Order 90 days	\$10 generic 50% co-payment for drugs to treat sexual dysfunction	\$10/\$35/\$85 50% co-payment for drugs to treat sexual dysfunction		\$20/45/\$95 50% co-payment for drugs to treat sexual dysfunction
NOTE	N/A	All percentages are based on allowances under plan benefit - provider has agreed to accept allowable charge.	All percentages are of usual and customary charges - any charges above that are the responsibility of the employee.	N/A
Preventive Care: ob/gyn w/pap, mammograms, colonoscopy (PPO/EPO), prostate screenings, and physicals PER SCHEDULE. Well baby and prenatal visits.	\$0 co-pay per visit (well-baby, prenatal)	\$0 copay per visit/ 100% other (per schedule)	40%	\$0 copay
Physician Office Visits (for everything except preventive services) - mental health is paid the same as physical health	\$20 co-pay	\$20 copay	40%	\$25 co-payment per visit
Lab & X-Ray (Diagnostic)	No Copay	20%	40%	\$25 copay

Emergency Services	\$75 co-payment per visit (Waived if admitted)	\$75 per visit for ER (Waived if admitted)	40%	\$75 per visit for ER (Waived if admitted)
Ambulance	\$50 per trip	20%	40%	\$50 per trip
In Patient Hospital Services (includes room & board) and Physician Services	\$100 per admission	20% for up to 120 days	40%	250 per admission
Out Patient Surgery Hospital	\$20 per procedure	20%	40%	\$250 per admission
Skilled Nursing Facility	No Charge - up to 100 days per plan year	20% Up to 60 days per confinement	40% Up to 60 days per confinement	\$250 per admission- 100 days maximum per calendar year
Home Health Care	No Charge - up to 100 visits	20% Up to 60 days per year	20% Up to 60 days per year	No charge for the first 30 days \$25 co-pay starting with 31st calendar day after 1st visit (up to 60 days per year)
Physical, Speech and Occupational Therapy	\$20 co-payment per visit for short-term physical, speech and occupational when prescribed by a Kaiser physician and when significant improvement is expected within 2 months	20%	40%	Inpatient or Outpatient - \$25 copay
Maternity Coverage	%0 co-payment for prenatal visits \$100 hospital charge	Prenatal - \$0 office visit co-pay hospitalization - 20% / 80% ¹	40%	\$0 co-payment for prenatal visits \$250 hospital admission co-payment
Family Planning /infertility	\$20 co-payment per visit (diagnosis & limited treatment per schedule)	Not Covered	Not Covered	Not Covered
Transgender Services (See Benefits Summary for a description of the services covered)	Covered (co-payments dependent on service provided, i.e., office visit \$20; hospital in-patient = \$100 per visit)	Not Covered	Not Covered	Not Covered
Chiropractic/Acupuncture	Not Covered (Discounts Available)	20% Up to 20 visits per year for combined services.	40% Up to 20 visits per year for combined services.	Not Covered
Vision	\$20 co-pay per visit including routine eye exam (Eyewear not included)	20% Disease and accident only	40% Disease and accident only	\$25 co-pay Disease and Accident Only
Retiree Conversion	Yes (California only)	Yes		Yes (California only)
*OOP Max Includes	Medical Copays only - NOT RX	Med Copays & Coinsurance In Network - NOT RX	Out of network excluded from OOP Max	Medical Copays only - NOT RX

*Kaiser – 14.5% Premium Paid by Employees in Units 4, 6, & 7 (SRCEA)

*PPO – 14.5% Premium Paid by Employees in Units 4, 6, & 7 (SRCEA)

**EPO PLAN IS NOT AVAILABLE TO EMPLOYEES IN UNITS 4, 6, & 7 (SRCEA)

*** Transgender Services covered under Kaiser Plan Only

EXHIBIT B - VISION AND DENTAL INSURANCE PLANS

DENTAL INSURANCE

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

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

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

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

VISION INSURANCE

The CITY shall offer employees and their dependents, including 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. A summary description of the program and the current premium costs can be found at the following link:

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