

EXHIBIT "A" TO RESOLUTION NO: RES-2017-130

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ROSA

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

FOR AND ON BEHALF OF THE EMPLOYEES IN THE  
CITY'S UNIT #14 - POLICE CIVILIAN TECHNICAL UNIT

JULY 1, 2017 THROUGH JUNE 30, 2020

## Management and Unit 14 Compact

Management and Unit 14 represented by SEIU, Local 1021, wish to formalize a relationship which will survive differences in interests, endure changes in leadership, and extend beyond legal and contractual requirements based on the following principles:

- We agree that an interest based approach shall be used as the basis for both individual problem solving activities and contractual negotiations between the parties.
- 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 monthly 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 isn't resolved, it may be agendized for the labor management meeting.

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## **GENERAL**

### **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 pursuant to Resolution 27082, the Service Employees International Union, Local 1021, hereinafter referred to as "Union."

### **ARTICLE 2            RECOGNITION**

2.1 Pursuant to Ordinance No. 1515, the Employer-Employee Relations Ordinance of the City of Santa Rosa and applicable state law, the Union was designated by the City of Santa Rosa City Council as the representative of employees in City's Unit #14, Police Civilian Technical Unit, hereinafter "UNIT".

### **ARTICLE 3            AUTHORIZED AGENTS**

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

3.1.1 Management's principal authorized agent shall be the City Manager or his/her duly authorized representative (address: CITY HALL, P.O. BOX 1678, 100 Santa Rosa Avenue, Santa Rosa, CA 95402; telephone (707) 543-3010, FAX (707) 543-3030) except where a particular management representative is specifically designated in the Agreement.

3.1.2 Union's principal authorized agent shall be the Field Representative or his/her duly authorized representative (address: 600 B Street Santa Rosa, CA 95401; telephone (707) 293-2858, FAX: (707) 542-1496), except where a particular representative is specifically designated in the Agreement.

### **ARTICLE 4            SEVERABILITY**

4.1 Should any part of this Understanding 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 Understanding.

4.2 If any part of this Agreement is invalidated through legislation or by a decision of a court 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 part 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 parties may extend the negotiations by mutual agreement. The balance of the Agreement shall remain in full force and effect.

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

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

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

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

5.4 No agreement, alteration, understanding variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved by the City and ratified by the membership of the Union.

5.5 The waiver of any breach of any term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**ARTICLE 6**            **TERM**

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

**ARTICLE 7**            **RENEGOTIATIONS**

7.1 No later than March 15, 2020, either party can notice the other with a written request to begin negotiations for a successor agreement.

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

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

8.1 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:

8.1.1 Personnel Rules and Regulations

8.1.2 Employer-Employee Relations Ordinance.

8.2 Classification Change Notification: The Union shall be notified of classification changes proposed by the Human Resources Director.

**ARTICLE 9**            **MUTUAL RESPONSIBILITY**

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

9.2 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 10**          **WORK CURTAILMENT**

10.1 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 11**          **CITY RIGHTS**

11.1 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:

11.1.1 Determine and modify the organization of City government and its constituent work units.

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

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

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

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

## **ARTICLE 12            EMPLOYEE AND UNION RIGHTS**

12.1 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.

12.2 Employees shall be free to participate in Union activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations, including provisions of this Agreement.

## **ARTICLE 13            DISCIPLINE**

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

13.2 Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations Rule 7, Section 3.

13.3 Pre and post disciplinary due process shall be followed to the extent required by case law and statutory law.



**ARTICLE 14            GRIEVANCE**

14.1 Definitions:

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

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

14.2 Informal Grievance Resolution

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

If the grievance is not resolved through discussion with the supervisor, then the grievant and/or representative shall present the grievance informally to the Division Manager. The Division Manager shall respond in writing to the grievant if the decision is adverse to the grievant. Utilization of the informal steps shall be necessary prior to filing a formal grievance.

14.3 Formal Grievance Resolution

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

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

- A. Name(s) of grievant
- B. Class title(s)
- C. Department(s)
- D. Working Address(es)
- E. A clear statement of the nature of the grievance, citing the applicable

language of any ordinance, rule, regulation, memorandum of understanding; or other pertinent document involved.

F. The date on which the grievance occurred.

G. Proposed solution to the grievance.

H. Date grievance form completed.

I. Signature of grievant(s).

J. Name of organization; or representative, if any, representing the grievant.

#### Step 1

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

#### Step 2

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

#### Step 3

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

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

No time limits described in Article 14 may be extended without the mutual agreement of both parties.

### **ARTICLE 15            MEDIATION**

15.1 If a grievance is not resolved during the grievance procedure, the Union and the City by mutual agreement, may request the assistance of a professional mediator. If the Union and City cannot agree on a mediator, they may request a

mediator from the State Conciliation Service in an attempt to resolve the grievance.

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

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

## **ARTICLE 16**      **ARBITRATION**

16.1 A grievant may either appeal an unresolved grievance, as defined in 14.1 above, to the Personnel Board as provided in Rule 6 Section 7 of the Personnel Rules and Regulations or petition the Union to present the issue to Arbitration as provided below. The City and the Union have agreed that the issue of whether an employee or the Union may request Arbitration for a disciplinary grievance in light of amendments to the City Charter shall be resolved and this MOU amended in accordance with the agreement reached by the City and the Santa Rosa Police Officer's Association on this issue.

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

16.3 The City and the Union shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the City and the Union, and shall serve as the neutral arbitrator and Chairperson of the Board. The Union and the City may agree to have any issue resolved by one neutral arbitrator instead of three arbitrators if both parties agree. In the event that the City and the Union cannot agree upon the selection of the neutral arbitrator, either party may then request, within ten days, the

State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons, who are qualified and experienced as labor arbitrators. If the City and the Union cannot agree within three (3) days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board. The party making the first strike shall be determined by lot.

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

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

## **ARTICLE 17**        **DEFINITIONS**

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

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

17.3 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 Unit. Part-time regular positions shall be members of

the classified service.

17.4 The term "work week" for all members of the unit shall be 168 regularly recurring hours. For employees working the 5/8 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 employees 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.

17.5 The term "emergency" means any sudden and unforeseeable incident or occurrence.

17.6 The term "retirement" shall mean the following criteria have been met: a) separation from the CITY; b) qualifying for PERS retirement benefits; and c) having filed an application for retirement with PERS.

17.7 "Qualified domestic partner" shall mean a California registered domestic partner or a City domestic partner registered prior to July 1, 2013 with Human Resources and as defined by the City policy.

17.8 The term "City domestic partner" shall mean the domestic partner of an employee who has completed the City Domestic Partner Declaration and meets the eligibility requirements as contained therein.

**ARTICLE 18**            **CONTRAVENTION OF LAWS**

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

**ARTICLE 19**            **AGENCY SHOP "FAIR SHARE" MEMBERSHIP DUES,  
AND AGENCY FEE**

**Section A: MEMBERSHIP DUES**

19.1 Employees may voluntarily request the City to deduct Union membership dues from their paychecks as follows:

19.1.1 Upon completion of a Voluntary Authorization for deduction of Union Membership dues form which is acceptable to the City.

19.1.2 Payroll deductions shall be made bi-weekly and shall begin

following the receipt by the City of the following:

- a. The participating employee's properly executed Voluntary Authorization for deduction of Union membership dues form; or
- b. The notification to the City that the default option of fee payer is being requested per section 19.7.1; and
- c. The Union's certification as to the amount of monthly membership dues. This notice shall be effective for all employees participating in the dues deduction program. Any changes in the amount of the monthly membership dues shall be certified by the Union and delivered to the City at a place designated by the City at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

19.2 All moneys deducted by the City for this program shall be remitted to the Union by the tenth (10th) calendar day following the pay period when the deductions were made along with a list of employees' names and the amount deducted.

19.3 The City shall notify the Union of those employees revoking their Voluntary Authorization for Dues Deduction.

19.4 The City shall not be liable to the Union by reason of requirements of this section for the remittance or payment of any moneys other than the constituting actual deductions made from the pay earned by the participating employee.

19.5 The following certification notice form shall be used by the Union when certifying to the City monthly membership dues:

CERTIFICATION OF \_\_\_\_\_.

I certify that the monthly Voluntary Union membership dues for participating employees is:

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

\_\_\_\_\_ Date of Delivery to City \_\_\_\_\_

Business Manager

Section B: AGENCY SHOP

19.6 The majority, i.e., fifty percent (50%) plus one voted in favor of the Agency Shop. The agency fee payment shall be enforced by SEIU. For employees

hired prior to July 1, 2004, the City shall not be required to terminate an employee who refuses to become a fee payer nor shall the City be required by this Agreement to deduct the Agency Fee without the consent of an employee except pursuant to court order.

19.7 Agency Fee: Any employee hired prior to July 1, 2004, who is not a member of the Union, who does not make application for membership within thirty (30) days of the effective date of this Section or thirty (30) days of the commencement of assigned duties or within thirty (30) days of the effective date of a withdrawal from membership in the Union, shall pay a 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 that he or she is required by the collective bargaining Agreement to pay an agency fee to the Union. To accomplish that, the employee will be asked to prepare an agency fee deduction card. If the employee refuses to complete an agency fee deduction card, the Union shall be required to collect the agency fee from the employee.

19.7.1 Effective July 1, 2004, as a condition of employment for any employee hired on or after July 1, 2004, any employee who does not make application for membership within thirty (30) days of the effective date of this section or thirty (30) days of the commencement of assigned duties, shall pay an agency fee to the Union. If an employee does not make application for membership within the prescribed time, the employee shall be notified, in writing, by the Union that he or she is required by the collective bargaining Agreement to pay an agency fee to the Union. A copy of this notification shall be sent to the City. The notification shall include a request that the employee prepare an application card and a warning that, if they fail to do so, they will be automatically enrolled as an agency fee payer. If the employee refuses to, or fails to, complete an application card, the default option shall be an automatic enrollment as an agency fee payer.

19.7.1.a The City shall deduct the agency fee from that employee's paycheck subject to the following:

19.7.1.b The Union shall notify the City, in writing, that an employee has

failed to submit an application card in the prescribed time period. The Union shall request that the City utilize the default option of fee payer for the employee. The Union shall send a copy of this request to the employee.

19.7.1.c Upon receipt of this notification the City shall deduct the agency fee from the employee's next paycheck.

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

19.9 To the extent authorized by law, the failure of an obligated employee hired after a successful election but prior to July 1, 2004, as provided in 19.8 above to pay an agency fee, shall be grounds for the Union to file an action in Small Claims Court or at the Union's option to consolidate the outstanding delinquency claims and file an action in Municipal Court subject to the following procedures:

19.9.1 The Union shall notify the employee (a copy to the Human Resource Department and the Department Head) of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering an agency shop service fee, specifying the amount of the delinquency, and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will file an action in a court of competent jurisdiction.

19.9.2 If the employee fails to comply, the Union may file a court action.

19.9.3 The City shall not incur any cost due to Court appearances by City staff, but shall provide a written statement to the Union at their request specifying the



employee's agency shop service fee obligations under the Agreement.

19.9.4 Any employee who is a member of a religious organization whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union. Such employee shall pay, in lieu of an agency fee, sums equal to such fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation:

- International Red Cross
- Canine Companions
- United Way

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

19.10 The Union shall defend, indemnify, hold harmless, release and save the City, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article, including, but not limited to, the collection and procedures for collecting of agency shop service fees and the amount of such fees. This defense and indemnity obligation specifically includes a claim or lawsuit by an employee who refuses to prepare an application card and whose agency fee payment is deducted from his or her paycheck by the City in Article 19.7.1 This Section shall be in addition to any other remedy available to the City under this Agreement or provision of law.

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

## **ADMINISTRATIVE**

### **ARTICLE 20**

### **LABOR/MANAGEMENT MEETINGS**

20.1 The parties agree to meet quarterly to discuss matters of mutual interest. The parties agree that during labor negotiations the Labor Management meetings may be suspended.

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

20.3 The Union shall designate one union steward who shall be responsible for scheduling the quarterly labor/management meetings through the office of the Chief of Police.

**ARTICLE 21**            **WORK SCHEDULE**

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

21.1.1 The work week for all members of the unit shall be 168 regularly recurring hours. For employees working the 5/8 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 employees 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.

21.1.2 Except as otherwise provided, employees classified as Police Field and Evidence Technician or Community Service Officer assigned to a Patrol Police team and Communication Dispatchers shall be scheduled to work four (4) ten (10) hour days (commonly referred to as a 4/10 work week) each work week. Each shall have a thirty (30) minute paid meal period as part of their ten (10) hour work day.

21.1.3 Employees classified as Property and Evidence Technicians or Police Technicians who are assigned to Records, or Property and Evidence Storage shall have a thirty (30) minute paid meal period as part of their work shift.

21.2 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 Article 39.4).

21.3 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:

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

21.4 Employees shall be scheduled to work on regular work shifts having regular starting and ending times. Except for emergencies, an employee's work shift shall not be changed by management without five (5) calendar days prior notice to the employee. Call-back or overtime does not constitute a change in work shift. An employee may opt to have a schedule adjustment at no additional pay if agreed to by the supervisor.

21.5 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.

21.6 Neither overtime, call-back, nor regular shift rotation shall be considered a change in the work schedule.

## **ARTICLE 22**      **TOOLS AND EQUIPMENT**

22.1 The City will provide employees with tools and equipment necessary to perform their assigned duties, subject to advanced management approval. The Police Department Stores Technician shall be responsible for ordering and supplying all identified necessary equipment.

## **LEAVES AND VACATION**

### **ARTICLE 23**      **BEREAVEMENT LEAVE**

23.1 Employees may take up to forty (40) hours of bereavement leave because of death in the immediate family.

23.2 For purposes of bereavement leave, immediate family shall mean spouse,

qualified domestic partner, father, father-in-law, mother, mother-in-law, brother, sister, child (including stepchildren), stepparents, grandparents and grandchildren of the employee and parents and children of the employee's qualified domestic partner.

23.3 Payment for bereavement leave shall only be authorized by the department head or designee.

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

## **ARTICLE 24**        **CATASTROPHIC LEAVE**

24.1 Catastrophic Leave shall be administered as set forth in the Catastrophic Leave Policy found at:

[http://cityweb.srcity.org/departments/hr/policies\\_procedures/Catastrophic%20Leave%20Policy%202012.doc](http://cityweb.srcity.org/departments/hr/policies_procedures/Catastrophic%20Leave%20Policy%202012.doc)

24.2 Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury either to themselves, a spouse, a qualified domestic partner, a parent or to a dependent child (who meets the definition of "dependent child" under the City's Health Plans.)

24.3 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.

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

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

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

employee.

24.7 Employees donating vacation, or compensatory must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time. Employees may donate all of their accrued compensatory time. Effective July 1, 2006, employees may also donate sick leave up to twenty-four (24) hours in a fiscal year. Employees donating sick leave must have a balance of eighty (80) hours after the donation of sick leave.

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

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

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

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

## **ARTICLE 25            COMPENSATING TIME OFF (CTO)**

### **25.1    Selection of CTO**

An employee may select CTO as payment for overtime only if the added CTO does not exceed a balance of one hundred (100) hours of accrued CTO.

25.2 CTO – A time off calendar (maintained in TeleStaff) shall be available to the employees. CTO requested by an employee shall be made electronically using Telestaff.

### **25.3    CTO – Dispatch**

A time off calendar (maintained in Telestaff) for Communications shall be maintained and shall be available to the employees. All employee requests to use

CTO shall be made electronically using Telestaff. All requests will be considered within established practice.

Dispatchers may take up to a maximum of 100 hours of earned CTO as time off per year (January through December) within established practice. Dispatchers may cash in up to a maximum of 100 hours of earned CTO per year at their regular rate of pay (January through December) within established practice. This payout can occur on any pay period. Dispatchers may carry over their unused CTO hours into the following year. These hours will be counted toward that year's 100 hour maximums for CTO taken or cashed out.

**ARTICLE 26**      **HOLIDAYS**

26.1 Holidays - The City recognizes the following twelve (12) federal holidays:

<b>HOLIDAYS</b>	<b>DATE</b>
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
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

26.2 Holiday Bank - ***Police Field and Evidence Technicians, Police Technicians, Community Service Officers, Property and Evidence Technicians, and Communications Dispatchers.***

26.2.1 Effective July 1, 2003 the method used to calculate holiday bank hours shall be changed as follows: eight (8) hours times one and one half (1.5), times twelve (12) holidays equals one hundred and forty four (144) hours. Effective August, 2005, Communications Dispatchers shall be limited to a maximum of one hundred

twenty (120) holiday bank hours.

26.2.2 These hours are accrued on a per pay period basis from the first pay period in December through the last pay period in November and may be taken as time off only after they are accrued and with prior approval of the City. Any hours earned by an employee but not taken as time off by the last day of the last pay period in November of each year shall receive a lump sum payment at the regular hourly rate by December 15 of each year. Employees required to work on a holiday shall be compensated at straight time unless otherwise required by law.

26.2.3 In August 2005 the Unit negotiated to decrease the number of holiday bank hours available to a total of one hundred twenty (120) holiday bank hours after paying for the 3% at 60 retirement benefit. In the event that the Unit chooses to buy back holiday hours above one hundred twenty (120) hours, then Communications Dispatchers shall be limited to a maximum of one hundred twenty (120) hours of holiday time.

26.2.4 A scheduling program will be made available for employees to monitor their work schedule and track their leave usage balances. Management will be responsible for keeping the schedule updated.

26.2.5 Effective July 1, 2006, employees with twenty (20) or more years of City service shall receive one (1) full time equivalent Floating Holiday each fiscal year. This floating holiday can be taken by agreement between the employee and their supervisor. Floating holidays must be taken during the fiscal year in which they are earned.

## **ARTICLE 27            INDUSTRIAL INJURY OR ILLNESS LEAVE**

27.1 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.

27.2 At the time of injury 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.

27.3 Regular part-time employees shall be compensated under the State Worker's Compensation Plan as outlined in Article 27.5.

27.4 City Supplemental Workers' Compensation Plan:

This plan supplements the State plan and provides:

27.4.1 The employee shall receive full salary from the City.

27.4.2 For employees earning more than thirty dollars (\$30.00) per hour, the employee shall be charged sick leave at the rate of one-half (1/2) day for each day of absence; For employees earning thirty dollars (\$30.00) or less per hour, the employee shall be charged sick leave at the rate of one quarter (1/4) day for each day of absence;

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

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

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

27.5 State Workers' Compensation Plan:

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

27.5.1 The employee shall receive sixty-six and two-thirds ( $66\frac{2}{3}$ ) of salary to a maximum prescribed by State law per week from the City's insurance carrier.

27.5.2 No sick leave shall be charged the employee.

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

27.5.4 No regular City salary shall be paid.

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

27.6 Benefits and Accrual Limits Under Workers Compensation

27.6.1 The parties will meet during the first year of the agreement to discuss potential changes to the city's workers compensation process. These potential changes include:



- A. The period of time that the City contributes towards health benefits.
- B. The use of vacation leave while on workers compensation leave.
- C. The period of time an employee will continue to accrue leaves (sick and vacation).
- D. The coverage thresholds the city uses in determining the amount of temporary disability provided when on workers compensation leave.

**ARTICLE 28**                      **JURY LEAVE**

28.1 Every Regular City employee who serves as a trial juror or is compelled to appear on behalf of the City under service of process, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call.

28.2 The employee shall be paid the difference between his/her full salary and any payment received, excepting travel pay, for such duty.

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

**ARTICLE 29**                      **LEAVE OF ABSENCE**

29.1 Employees may request a leave of absence, without pay, in accordance with the City's Leave of Absence Procedure(s), in writing to their respective department heads upon the exhaustion of their accumulated paid leave time. These requests may be approved as follows:

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

29.1.2 By the City Manager's Office for any time exceeding twenty-four (24) working hours.

29.1.3 As required by state or federal law.

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

appropriate monthly premiums if insurance benefit coverage is to continue unless otherwise required by law.

**ARTICLE 30**      **MILITARY LEAVE**

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

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

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

**ARTICLE 31**      **SICK LEAVE**

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

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

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

31.2 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 of employee or dependent or as authorized by State law and/or City Policy.

31.3 Also, employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury, or in accordance with Article 27, or for medical or wellness appointments.

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

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

31.5.1 Participating in a criminal act;

31.5.2 Participating in a riot;

31.5.3 Working for an employer other than the City;

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

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

31.5.6 After a termination date.

31.6 On taking sick leave time, employees shall notify their appropriate department one hour prior to the start of the employee's shift or by another specified time by the City.

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

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

31.9 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.

31.10 If an employee has not recovered by the time his/her accumulated sick leave has been exhausted, 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.

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

31.12 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 provided by Government Code Section 20965 (See Article 31.15).

31.13 Sick Leave - Initial Probationary Period:

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

31.14 Sick Leave - Family Illness:

Employees may use hours of accumulated sick leave for the serious illness of their spouse, qualified domestic partner, child, adopted child, foster child, stepchild, child of the employee's qualified domestic partner, parents, step-parents, foster-parents, in-laws (parents), in-laws (step-parents), grandchildren, grandparents, and sibling as provided by State law, and any dependent for which the employee serves in "loco parentis" status. For purposes of this article, serious illness constitutes the ill family member being under the immediate care of a physician. 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.

31.15 Sick Leave - Retirement Payout:

Any employee who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the City as a regular employee has the option to receive payment for one-half (½) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours or may convert his/her unused sick leave balance to service credit as stated in Article 31.12. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated.

31.16 Sick Leave - Employee Death

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

**ARTICLE 32**      **UNION RELEASE TIME**

32.1 The parties agree that one (1) on-duty employee representative (per grievance or per incident) for an employee in the Unit shall receive paid release time for the following activities:

- a. Any interview where an employee is afforded the right to representative by the Government Code, any other law; or City or Departmental policy;
- b. Any pre-disciplinary hearing;

- c. Any Personnel Board hearing where disciplinary action is being reviewed;
- d. Any grievance hearing/meeting between an employee and a City designated representative;
- e. Any appeal hearing before the Personnel Board regarding the formal grievance.
- f. Any mediation and/or arbitration hearings.

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

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

32.4 An on-duty employee acting as an employee representative during grievance hearings/meetings as in Article 32.1 (a) through (f) above, shall be granted release time to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to thirty (30) minutes may be used for this purpose.

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

**ARTICLE 33      UNION LEAVE**

33.1 Steward Training Time – The City shall provide up to eighty (80) hours total of paid release time, per fiscal year, for the entire Unit to be used for steward training. The request for training must be in accordance with existing time off policies. The request must include a brief description of the training to be attended. If the approval to attend steward training generates overtime then SEIU shall reimburse the City for the overtime cost.

33.2 Union Stewards may request paid leave of absence for normal Union business not precluded by this Agreement. Such Union Stewards shall receive their normal pay from the City and such pay shall be reimbursed to the City by the Union as provided below.

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

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

33.5 An Union Steward is not required to exhaust any paid leaves to be eligible for Union leave.

33.6 When an Union Steward takes such leave, the leave shall be charged to the Union at straight time or at time and one half, whichever is appropriate pursuant to this article, and shall include direct benefit costs to the City.

33.7 Such paid leave shall not extend for more than thirty (30) days per Union Steward in a fiscal year, except that three Union Stewards may use no more than sixty (60) days in a fiscal year.

33.8 Cost of Union Steward leaves taken pursuant to this Article shall be reimbursed to the City by being deducted by the City from the Union's payroll dues deduction provided by Article 19, Section A: Membership Dues, together with an

accounting of credits and debits for which charges have been made.

33.9 Any dispute between the Union and the Police Department or the Finance Department regarding Union Leave shall be resolved by a Assistant City Manager or City Manager.

33.10 By mutual agreement, the representative of the Union may have their work schedule changed as a result of their election to that position.

**ARTICLE 34 VACATION**

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

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

Years of service must be continuous except as provided by Rule 4 of the Personnel Rules and Regulations.

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

34.3 Employees shall be employed by the City for six (6) complete months prior to using any vacation. However, in unusual circumstances the City Manager's Office

may approve use of vacation time prior to the employee completing six (6) complete months with the City.

34.4 A time off calendar (as maintained in TeleStaff) shall be maintained and shall be available to the employees. All classifications will utilize TeleStaff for scheduling and time off requests. 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.

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

34.6 Regular Part-time employees shall accrue vacation time on a prorated basis based on hours in paid status.

34.7 Vacation Sell Back.

34.7.1 Employees with 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.

34.7.2 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.

34.7.3 Payment for the vacation “sell back” shall be made no earlier than June 30 of the following year and 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 in Article 34.7.1) on the second paycheck in December.

**ARTICLE 35**      **TIME SAVINGS PLAN**

35.1 Time Savings Plan (TSP) time off will not be approved if it requires



overtime back fill.

35.2 TSP time off shall be administered in accordance with the TSP Policy found at the following link:

<https://inet.srcity.org/Finance/Finance%20Policies%20and%20Procedures%20Library/TSP%20Enrollment%20Form%20and%20Memo%202017-18.pdf>

## **SALARIES AND PAYS**

### **ARTICLE 36      CALL BACK**

36.1 An employee who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee's normal work day shall receive pay for actual work performed or a minimum of two (2) hours at the overtime rate if each of the following conditions is met:

36.1.1 The order to return occurs following the termination of his/her normal work shift and prior to the beginning of his/her next normal work shift;

36.1.2 The return is necessitated by unanticipated work requirements;  
and

36.1.3 The employee actually returns to work.

### **ARTICLE 37      COURT APPEARANCES**

37.1 Employees required to appear in court on City business during off-duty hours shall receive a minimum of three (3) hours' pay at the overtime rate, or pay for actual hours worked at the overtime rate, whichever is greater.

37.2 Court appearances in excess of three (3) hours for each day shall be paid at the overtime rate for the actual number of hours worked, less one hour for a meal period during the time court is adjourned for lunch.

37.3 There will be no second three (3) hour minimum for additional appearances on the same day unless the employee's appearance is interrupted by two (2) hours or more, not including the one (1) hour meal period. If such interruption occurs, the employee will be entitled to a second three (3) hours at the overtime rate for the additional appearance.

37.4 If an employee earns the minimum pay as provided above, at the

employee's option, the employee may receive the minimum as CTO or in dollars.

37.5 If the employee's court appearance was cancelled by notification in the employee's voice mailbox prior to 1900 hours on the previous court date, the employee receives no compensation.

37.6 If the employee's court appearance was cancelled after 1900 hours of the previous court date, but prior to the employee appearing in court, the employee is then entitled to two (2) hours compensation at the overtime rate.

37.7 If the employee's court appearance was not cancelled during that telephone call, pursuant to Section 37.5, or cancelled by any other means prior to an appearance, they shall proceed as subpoenaed and be compensated accordingly.

37.8 If the employee appears in court at the appearance time but the case was cancelled after 1900 hours of the previous court date but prior to two (2) hours of the appearance time, an employee is entitled to two (2) hours compensation at the overtime rate.

37.9 If an employee is placed on court stand-by, by either the court and/or District Attorney's Office, an on duty supervisor shall be immediately notified by the affected employee of the stand-by. The supervisor shall be responsible for giving the employee direction on the stand-by consistent with the same provisions regarding appearance and/or cancellation described in this article.

## **ARTICLE 38      UNIFORMS**

38.1 The City shall provide a uniform allowance for Police Field and Evidence Technicians, Community Service Officers, Property and Evidence Technicians and Police Technicians.

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

38.3 New employees shall receive the uniform allowance during their first month of employment and annually thereafter during the month of August. A new or promoted employee starting on May 1<sup>st</sup> or later in one calendar year shall not receive the next uniform allowance until the August of the following year.

38.4 Employees shall wear the uniform while at work and shall be responsible for their purchase, maintenance and replacement in accordance with City policies.

38.5 The annual uniform allowance shall be six hundred and fifty dollars (\$650.00) for existing Police Field and Evidence Technicians and Community Service Officers. Newly hired Police Field and Evidence Technicians and Community Service Officers shall receive an initial eight hundred dollars (\$800.00) during the first month of employment.

38.6 The annual uniform allowance for existing Police Technicians and Property and Evidence Technicians shall be five hundred and fifty dollars (\$550.00). Newly hired Police Technicians and Property and Evidence Technicians shall receive an initial six hundred dollars (\$600.00) during the first month of employment.

38.7 Communications Dispatchers shall not receive a uniform allowance.

38.8 Communications Dispatchers may follow current Uniform policy I -19 or General Order U-02 (Non-Uniformed Employee Attire Standards), Section IV.

38.9 Body Armor Reimbursement for Police Field and Evidence Technicians and Community Service Officers. It is the Intent of this Article that the reimbursement of the cost of body armor is separate and different from the uniform allowance. Body armor is not a requirement of the job, but is recognized as an appropriate piece of Personal Protective Equipment.

Each Police Field and Evidence Technicians and Community Service Officer who chooses to purchase individual body armor shall be reimbursed by the City for any amount not to exceed \$1,000. Said reimbursement shall occur no more than once every five (5) years.

## **ARTICLE 39**      **OVERTIME**

39.1 Overtime is defined as all hours in excess of forty (40) hours in a workweek.

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

39.3 Selection and use of CTO shall be as provided in Article 25 - CTO.

39.4 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 Article 21.3).

39.5 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.

#### **ARTICLE 40**      **SALARIES**

40.1 Effective the first full pay period following July 1, 2017, employees shall receive a three percent (3.0%) Cost of Living (COLA) increase.

40.2 Effective the first full pay period following July 1, 2018, employees shall receive a three percent (3.0%) COLA.

4.3 Effective the first full pay period following July 1, 2019, employees shall receive a two and one half percent (2.5%) COLA. Notwithstanding the foregoing, the City may reopen this subsection of the MOU during FY 2018-19 to renegotiate this COLA for FY 2019-20 if (i) the City's property tax revenues grow by less than 2% between FY2017-18 and FY 2018-19 or (ii) if the City's sales tax revenues for (a) the fourth quarter of FY2017-18 reflect less than 4% growth as compared to sales tax revenues for the fourth quarter of 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 FY2017-18.

For purposes of this subsection:

- (I) Property tax growth will be measured based on actual cash receipts in December 2018, which, based upon the County's distribution formula, equal 55% of the City's property tax receipts for FY2018-19; and
- (II) Sales tax growth will be measured based on the rolling twelve month change set forth in the quarterly reports received by the City from its sales tax consultant, which are based on actual sales tax receipts reported to the State Board of Equalization.

40.4 A current salary schedule can be found at:

**ARTICLE 41**      **SHIFT DIFFERENTIAL**

41.1 Effective the first full pay period of July, 2017 employees shall receive a shift differential of one dollar and eighty cents (\$1.80) per hour for all hours actually worked between 6:00 p.m. and 12:00 a.m. and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m. This article shall exclude training and travel time.

**ARTICLE 42**      **BILINGUAL PAY**

42.1 Additional pay of three percent (3%) shall be received by employees designated by their department head as proficient in Spanish in accordance with the criteria established in the Bilingual Customer Service Program established by the Human Resources Department.

**ARTICLE 43**      **PROBATION**

43.1 Probationary period for Dispatchers, Community Service Officers, and Field and Evidence Technicians shall be eighteen (18) months.

43.2 Probationary period for Property and Evidence Technicians and Police Technicians shall be twelve (12) months.

**ARTICLE 44**      **ON CALL ASSIGNMENT**

44.1 Any employee in the classification of Police Field and Evidence Technician who is required by the City to be on an on call status shall receive additional \$95 of pay for each 24 hour period of the assignment effective July 10, 2016.

44.2 The overtime rate shall be paid for all hours actually worked when called out while on call outside their normal shift.

44.3 An employee on call shall be available to return to work at any time and shall refrain from activities which might impair the ability to perform duties. To achieve a rapid response, the City shall provide an employee on call assignment with a communication device which allows for instant contact with the employee.

44.4 A Field and Evidence Technician who is "on-call" and is required to return to work shall receive a minimum of four (4) hours at the over-time rate.

**ARTICLE 45      TRAINING PAY**

45.1 Police Field and Evidence Technicians designated by Management as trainers shall receive an additional five percent (5%) of base salary as pay for all hours worked. Management may remove the designation from an employee for this assignment at the discretion of Management.

45.2 Dispatchers designated by Management as trainers shall receive an additional five percent (5%) of base salary as pay for all hours worked. Management may remove the designation from an employee for this assignment at the discretion of Management.

45.3 Police Technicians designated by Management as trainers shall receive an additional seven and one half percent (7.5%) of base salary as pay for all hours that actually involve training or training-related duties. Management may remove the designation from an employee for this assignment at the discretion of Management. Within 30 days of approval of the MOU by the City Council, Management and Union will meet to develop a comprehensive list of duties and/or tasks for which Police Technician trainers shall receive the additional compensation as specified above.

45.4 Community Service Officers designated by Management as trainers shall receive an additional five percent (5%) of base salary as pay for all hours worked. Management may remove the designation from an employee for this assignment at the discretion of Management.

**ARTICLE 46      COMMUNICATION DISPATCHER ADMINISTRATIVE PAY**

46.1 Communications Dispatchers designated by management to perform scheduling and other administrative duties, shall receive an additional four percent (4%) of pay for all hours in pay status while so designated. Management may remove the designation from an employee as a result of discipline, or if the work plan expectations have not been met. There shall be no more than three (3) Dispatchers designated to this assignment.

**ARTICLE 47      FINGER PRINT ANALYSIS SPECIAL PAY**

47.1 Two Field and Evidence Technicians selected by management to perform fingerprint analysis shall receive an additional five percent (5%) of base pay for all

hours worked for the duration of their assignment as compensation for obtaining mandatory certifications. Said employees shall:

47.1.1 Remain eligible to receive training pay when training Field and Evidence Technicians or Community Service Officers in the Field Training Program in accordance with Article 45.1. and

47.1.2 Remain on the on-call list and continue to receive on-call pay in accordance with Article 44.

**ARTICLE 48**            **TACTICAL SUPPORT TEAM SPECIAL PAY**

48.1 Employees designated by management to participate in the Tactical Support Team shall receive an additional two percent (2%) of base pay for all hours worked in the assignment. Management may remove the designation from an employee for this assignment at the discretion of Management.

**ARTICLE 49**            **COMMUNICATION DISPATCHER POST PAY**

49.1 Communication Dispatchers who qualify and receive Intermediate POST Certification shall receive an additional three percent (3%) of base pay for all hours worked.

49.2 Communication Dispatchers who qualify and receive Advanced POST Certification shall receive an additional five percent (5%) of base pay for all hours worked.

**RETIREMENT, BENEFITS AND INSURANCE PROGRAMS**

**ARTICLE 50**            **INSURANCE PROGRAMS**

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

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

**ARTICLE 51**            **HEALTH INSURANCE COSTS**

51.1 The City shall offer employees, and their dependents including qualified domestic partners, a health insurance program under the terms set forth below.

51.2 Employee contributions toward the monthly health insurance premium

shall be as follows:

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

b) For the next most expensive monthly health premium, 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 percent (12%) or more than the least expensive premium. If the most expensive premium has an average premium difference greater than six percent (6%) and but less than twelve percent (12%) the employee shall pay fifteen percent (15%).

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

Example – How the Average Percentage Premium is Calculated

	Lowest Cost Plan	Medium Cost Plan	% Over	Highest Cost Plan	% Over
Single	\$487	\$508	4.3%	\$584	19.9 %
Double	\$994	\$1,032	3.8%	\$1,192	19.9 %
Family	\$1,311	\$1,449	10.5%	\$1,666	27.1%
<b>Average Premium Difference</b>			<b>6.20%</b>		<b>22.30%</b>
Percentage of Premium Employee Would Pay	12.50%	15%		20%	

51.4 Part-time employees may elect to participate in health insurance plans and



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

**ARTICLE 52**            **HEALTH INSURANCE COVERAGE**

52.1 Each employee covered by the Memorandum of Understanding shall have the option, which may be exercised no more frequently than once each calendar year during an "open" enrollment period as determined by the City, to select, in lieu of the established City Health Insurance program, a Health Maintenance Organization (HMO) plan as provided at the City's option in accordance with Federal law.

**ARTICLE 53**            **COMBINED DENTAL AND VISION CARE INSURANCE**

53.1 Enrollment for dental and vision benefits shall be combined. Employees shall be required to elect both insurances and neither insurance plan.

53.2 The City shall contribute 100% toward the combined dental and vision benefit premium for full time employees.

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

53.4 Employees, including regular part-time employees, may enroll for a minimum of two (2) years in combined dental and vision care insurance at time of hire, within sixty (60) days of a qualifying event, or during annual open enrollment. Employees may drop coverage because of a qualifying event or anytime after two (2)

years of continuous coverage. Employees dropping coverage will be allowed to re-enroll in the program during annual open enrollment or when a qualifying event occurs.

53.5 Details about dental and vision plan co-payments and allowances are in Exhibit B of this MOU and can be found at the following links:

<https://inet.srcity.org/hr/Forms/Delta%20Dental%20Group%203066-0015%20Summary.pdf>

[https://inet.srcity.org/hr/\\_layouts/15/WopiFrame.aspx?sourcedoc=/hr/Forms/VSP%20Plan%20Summary.pdf&action=default](https://inet.srcity.org/hr/_layouts/15/WopiFrame.aspx?sourcedoc=/hr/Forms/VSP%20Plan%20Summary.pdf&action=default)

53.6 The applicable monthly premium contribution can be found at the following link:

<https://inet.srcity.org/hr/Forms/2017%20Dental%20Vision%20Rates.pdf>

#### **ARTICLE 54            ADDITIONAL INSURANCE PLANS**

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

#### **ARTICLE 55            LIFE INSURANCE**

55.1 The City shall provide term life insurance coverage in the amount of \$50,000 for each full-time and part-time employee.

55.2 Additional term life insurance up to two hundred thousand (\$200,000) may be purchased by each employee at his/her cost through a payroll deduction system. Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier. Optional spouse or qualified domestic partner life insurance up to fifty thousand dollars (\$50,000) may also be purchased through payroll deduction. The amount of spouse or qualified domestic partner life insurance may not exceed fifty percent (50%) of the supplemental insurance amount the employee has on himself or herself. Proof of good health may be required for spouse or qualified domestic partner life insurance subject to the rules of the insurance carrier.

55.3 The City shall provide each employee under this program with a certificate of coverage. A summary description of the program can be found at the following link:

<http://cityweb.srcity.org/departments/hr/Forms/Life%20Insurance%20Summary%20Plan.pdf>

**ARTICLE 56**            **LONG-TERM DISABILITY INSURANCE**

56.1 The City shall offer full-time and part-time employees a long-term disability insurance program and pay the monthly premium costs during the term of this Understanding. The program has a thirty (30) day elimination period with the employee having the option of not exhausting their sick leave after the elimination period is revoked.

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

<https://inet.srcity.org/hr/Forms/Long%20Term%20Disability%20Insurance%20Summary%20Plan.pdf>

**ARTICLE 57**            **PERS "PICK-UP"**

57.1 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 58**            **RETIRED EMPLOYEES HEALTH INSURANCE**

58.1 Employees who retire from the City may continue their City Health Insurance Program coverage by the payment of appropriate premiums to the City or its designated administrator in advance of such coverage on a monthly basis. The premiums shall be determined by the City. The City shall provide enrolled retired employees a description of this plan. These plans become a Medicare supplement for enrollees at age 65. The employee must be enrolled under a City Health Insurance Program at the time of retirement in order to qualify for the conversion privilege.

58.2 An employee enrolled in a Health Maintenance Organization plan may exercise conversion privilege provided under that HMO program.

58.3 A retiree who reaches age sixty-five (65) and goes to Medicare, may leave his/her spouse on the "City Plan" until the spouse turns sixty five (65). Payment of appropriate premiums shall be paid to the City on a monthly basis.

58.4 If the City institutes a program for a miscellaneous bargaining unit where it

pays all or any portion of the health insurance costs for retired employees, then such program shall be extended on the same basis and at the same time to the employees in this Unit who retire during the term of this Agreement. See Article 15.

58.5 The City has the right, at its option, to separately experience rate the retirees.

**ARTICLE 59 RETIREMENT**

59.1 Retirement is defined as separation from the CITY and filing and qualifying with the California Public Employee Retirement System (CalPERS).

59.2 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.

59.3 Each bargaining unit member shall pay, through payroll deductions, an additional one and one half percent (1.5%) of PERSable compensation for a total PERS contribution of nine and one half percent (9.5%) for classic members in tier one (1) and tier two (2), and one and one half percent (1.5%) above the contribution rate set by CalPERS for PEPRA tier three (3) members. 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.

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

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>

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

59.5 The history of PERS retirement formulas is listed below:

2% at 62 formula effective January 1, 2013

2.5% at 55 formula effective July 8, 2012

3% at 60 formula effective May 4, 2003

2% at 55 formula effective January 1, 1992

**ARTICLE 60 RETIREE HEALTH STIPEND**

60.1 Effective July 1, 2008, the City established and administered a plan and trust to provide a retiree health stipend benefit plan. It is intended that, under this plan and trust, benefits paid to employees will be tax free, contributions will be pre-tax and trust income will be tax exempt.

60.2 The terms and conditions of eligibility and the amount of the stipend payments are as provided in the plan documents. The plan and trust provides that benefits and/or contributions may be adjusted either up or down, even after retirement, to take into account changes recommended by the actuary as required to pay for the benefits. An Actuarial analysis of the plan shall be performed no less than every two (2)

years. The cost of the actuary shall be paid for by the plan.

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

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

60.5 The approved plan is adopted effective January 1, 2008 and all employees leaving the bargaining unit that date or thereafter are subject to the terms of the plan.

60.6 Employees are eligible to receive benefits when they terminate city employment, reach the age of fifty (50), and have four (4 ) or more years of service within the unit as defined in the Plan.

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

60.8 The intent of this plan is for the eligible retiree payments to remain at the amount specified when the retiree first became eligible. However, based on actuarial recommendations and in accordance with the Plan, benefit amounts may be decreased proportionately to all recipients. Increases to recipients' benefits will only occur if active employees in the respective bargaining unit make that decision consistent with the terms of the Plan Document. For any benefit amount change to be effective, the unit must submit a notice to the City's Risk Manager which includes (i) the date and results of the unit's vote, (ii) the new benefit amounts approved by the unit, and (iii) the effective date for those changes. For retroactive changes, the City must receive this notice no later than February 15<sup>th</sup> of the calendar year following the year in which the change is proposed to take effect (for example, the City must receive the notice by February 15, 2018 for any changes intended to be retroactive to January 2017.) The notice must be signed by an individual who has the authority to bind the unit.

60.9 Employees who were in the bargaining unit and retired, with a minimum age of 55, between July 1, 1998 and October 31, 2006 with fifteen (15) consecutive years of service with the City receive eighty dollars (\$80) per month benefit unless changed as a result of actuarial analysis as provided in Section 60.2.

60.10 Employees who were in the bargaining unit and retired, with a minimum age of 50, between November 1, 2006 and December 31, 2007 with fifteen (15) consecutive years of service with the City receive one hundred and twenty dollars (\$120) per month benefit unless changed as a result of actuarial analysis as provided in Section 60.2.

60.11 The current stipend amounts are listed in the Plan Document. Any changes to the stipend amounts as a result of actuarial analysis as provided in Section 60.2 and pursuant to Section 60.8, will require an amendment to the Plan Document.

60.12 The monthly stipend shall accrue based on the schedule listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>
Less than 4 years service	None
4 years	8.33%
5	16.66%
6	25%
7	33.33%
8	41.66%
9	50%
10	58.33%
11	66.66%
12	75%
13	83.33%
14	91.66%
15 or more	100%

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

60.14 The City will contribute, In lieu of a one-half of one percent (1/2%) cost of living adjustment in 1998 and an additional twelve hundredths of one percent (0.12%) for a total of sixty two hundredth of one percent (0.62%) of salary commencing at midnight June 30, 2000 on behalf of employees to this Post Retirement Medical Benefit Plan. Effective with the first full pay period following July 2017, the City's contribution shall increase by one-quarter percent (0.25%), for a total contribution of eighty-seven hundredth of one percent (0.87%) of salary. Effective with the first full pay period following July 1, 2018, the City's contribution shall increase by an additional one-quarter percent (0.25%), for a total contribution of 1.12% of salary. Effective with the first full pay period following July 1, 2019, the City's contribution shall increase by an additional one-quarter percent (0.25%), for a total contribution of 1.37% of salary. Changes to the City's contribution on behalf of employees are subject to meet and confer and negotiations.

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

**ARTICLE 61**            **DAYLIGHT SAVINGS TIME**

61.1 Shifts worked on dates on which Day Light Savings Time is adjusted will be compensated as follows:

The overtime rate shall be paid for extra time worked, if the City prolongs the shift by one (1) hour as a result of changing the clock. If the City shortens the shift as a result of daylight savings time, the employee shall be paid at straight time for the time lost, up to one (1) hours.

**ARTICLE 62**            **COMMUNICATION DISPATCHER EXCESSIVE OVERTIME**

62.1 Article 62 goes into effect anytime the Communications Dispatcher staffing drops below seventy five percent (75%). Staffing is defined as funded/budgeted



dispatch positions and is further defined to include only those dispatchers through phase 3 of training. When staffing rises to seventy five percent (75%) or above, the provisions as described in this article go dormant and shall remain so until such time as staffing dips below seventy five percent (75%) again.

62.2 The excessive overtime pay shall be additional compensation tied to the number of hours worked. Overtime hours worked in excess of twenty five (25) hours per month shall be compensated as follows:

62.2.1

26 – 50 Hours: Compensation will be paid at time and one-half, plus an additional ten dollars (\$10) per hour for each overtime hour worked between twenty six (26) and fifty (50) hours.

62.2.2

51 Hours or more: Compensation will be paid at time and one-half (1.5), plus an additional twenty dollars (\$20) per hour for each overtime hour worked at or above fifty one (51) hours.

62.3 Time worked during emergency situations that result in activation of the EOC shall not be compensated under this Article but shall remain paid at a dispatcher's regular rate of pay and overtime, if incurred.

62.4 Should staffing drop below seventy five percent (75%), the City shall notify the Union and, upon request of the Union, will meet to discuss and develop strategies to address the staffing issues. Said meetings shall take place no later than 30 days from the request to meet. For purposes of this section, staffing is defined as funded/budgeted dispatch positions and does not include those in training. Said discussions may include, but are not limited to, financial incentives such as signing bonuses and/or salary adjustments to stimulate recruitment and retention.

## **ARTICLE 63 STAFF DEVELOPMENT AND WELLNESS PROPOSAL**

63.1 The City and Unit 14 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 units.

**ARTICLE 64    RECOMMENDATION**

65.1 The City's Meet and Confer Committee shall recommend the ratification of this Agreement to the City Council and the Union's Meet and Confer Committee shall recommend the ratification of this Agreement to the employees in the City's Unit #14.

**MEET AND CONFER COMMITTEE**

FOR THE CITY:

\_\_\_\_\_ Date  
golbou ghassemieh

\_\_\_\_\_ Date  
Keith Hinton

\_\_\_\_\_ Date  
June Gerron

FOR THE UNION:

\_\_\_\_\_ Date  
Lisa Maldonado

\_\_\_\_\_ Date  
Alisha Fix

\_\_\_\_\_ Date  
Juliette Rowsey

\_\_\_\_\_ Date  
James Letasi

**RATIFICATION**

Ratified:  
Service Employees International  
Union Local 1021

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

By \_\_\_\_\_ Date  
John Stead-Mendez  
Executive Director  
SEIU 1021

Ratified:  
City of Santa Rosa

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

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

**EXHIBIT A**

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

**EXHIBIT A**

NAME OF PLAN	Kaiser HMO	City PPO		City EPO
	Network Only	Participating Provider	Non-Participating Provider	Participating Provider Only
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 Svcs)	\$100 per admission	20% for up to 120 days	40%	250 per admission
Out Patient Surgery Hospital	\$20 per procedure	20%	40%	250 per admission
Skilled Nursing Facility	No charge up to 100 days per plan year	20% Up to 60 days per confinement	40% Up to 60 days per confinement	\$250 per admission - 100 days maximum per calendar year
Home Health Care	No Charge - up to 100 visits	20% Up to 60 days per year	20% Up to 60 days per year	No charge for the first 30 days - \$25 co-pay starting with 31st calendar day after 1st visit (up to 60 days per year)
Physical, Speech and Occupational Therapy	\$20 co-payment per visit for short-term physical, speech and occupational when prescribed by a Kaiser physician and when significant improvement is expected within 2 months	20%	40%	Inpatient or Outpatient - \$25 copay
Maternity Coverage	%0 co-payment for prenatal visits- \$100 hospital charge	Prenatal - \$0 office visit co-pay hospitalization - 20%/80%	40%	\$0 co-payment for prenatal visits - \$250 hospital admission co-payment
Family Planning /infertility	\$20 co-payment per visit (diagnosis & ltd treatment per schedule)	Not Covered	Not Covered	Not Covered
Chiropractic/Acupuncture	Not Covered (Discounts Available)	20% Up to 20 visits per year for combined services.	40% Up to 20 visits per year for combined services.	Not Covered
Vision	\$20 co-pay per visit including routine eye exam (Eyewear not 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

**EXHIBIT B**

**VISION CARE PLAN**

The vision allowance for frames shall be \$150.  
The exam deductible for a regular and CVC are each \$20.

**DENTAL**

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. **Orthodontic coverage is subject to a \$2,000 lifetime maximum per person**

Dental plan benefits are as follows:

<b>Benefits</b>	<b>Percent Program Pays</b>	<b>Percent Employee Pays</b>
Diagnostic & Preventive	100%	-0-
Other Basic	80%	20%
Crowns, Jackets and Cast Restoration	80%	20%
Prosthetic	80%	20%
Orthodontic for Family *	50%	50%

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