

EXHIBIT "A" TO RESOLUTION NO. RES-2017-126

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ROSA

AND THE

SANTA ROSA CITY EMPLOYEES ASSOCIATION

FOR AND ON BEHALF OF THE EMPLOYEES IN THE

CITY'S UNIT #4 – SUPPORT SERVICES

CITY'S UNIT #6 – PROFESSIONAL

CITY'S UNIT #7 - TECHNICAL

JULY 1, 2017 –

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

1.1 This Agreement is by and between the City of Santa Rosa, hereinafter referred to as "City," and the Santa Rosa City Employees' Association, hereinafter referred to as "Association." SRCEA has informed the City that, as of the date of execution, SRCEA is affiliated with Teamsters Local 856.

**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 Santa Rosa City Employees' Association was designated by the City of Santa Rosa City Council as the representative of employees in City's Unit #4 - Support Services, Unit #6 - Professional and Unit #7 - Technical, (hereinafter "Unit"). SRCEA has informed the City that, as of the date of execution, SRCEA is affiliated with Teamsters Local 856.

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

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

**ARTICLE 4**                    **TERM**

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

**ARTICLE 5**                    **RENEGOTIATION**

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

5.2 Once a request is received negotiations shall begin within fifteen (15) days or

at a mutually agreed upon date.

**ARTICLE 6**            **DEFINITIONS**

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

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

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

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

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

Resources Department prior to October 7, 2014.

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

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

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

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

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

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

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

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

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

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

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

8.3 Association Security

8.3.1 Dues Deduction

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

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

At the time of initial employment, the City shall distribute to new unit members Association-prepared information about Association membership, agency fee, and Association-prepared payroll deduction authorization forms. At the time of Departmental orientation, the department shall identify the union shop steward/representative for the

worksite and introduce the new employee to the representative if practical. Each pay period, the City shall provide the Association with a list of newly hired unit members.

8.3.2. Agency Fee/Agency Shop

(a) Condition of Employment

Any bargaining unit member who is not a member of the Association, or who does not apply for membership within ten (10) working days from the date of commencement of assigned duties within the bargaining unit, shall as a condition of continued employment in the City, become a member of the Association or pay the Association an agency fee. A unit member may authorize payroll deduction for the amount of the agency fee as described in Section 8.3.1 of this Agreement. If a bargaining unit member has not authorized a payroll deduction within thirty (30) working days from the date of commencement of the employee's assigned duties within the bargaining unit, the City shall immediately begin automatic pro-rated payroll deduction of the agency fee.

(b) Agency Fee Exemption

Unit members who are members of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be



required to join or financially support the Association as a condition of employment. In lieu of the agency fee, or Association dues obligation, these unit members shall be required to contribute an amount equal to the agency fee to one of the following non-religious, non-labor charities exempt from taxation under IRS Section 501(c)(3): (1) Sonoma County United Way; (2) Redwood Empire Food Bank; or (3) Sonoma County Humane Society.

(c) City's Obligations

If the Association notifies the City that a unit member has not executed a payroll deduction authorization form within thirty (30) working days from the date of commencement of the employee's assigned duties within the bargaining unit, the City shall immediately begin automatic payroll deduction of the agency fee.

(d) Association's Obligations

The amount of the service fee shall be established annually by the Association, provided that such agency shop service fee will be used by the Association only for the purposes of collective bargaining, contract administration and matters authorized by law.

The Association will comply with all applicable agency fee laws and regulations including, but not limited to Government Code Section 3502.5(f).

(e) Indemnification

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

8.4 Agency Fee/Agency Election

The provisions of Article 8.3 shall be implemented because a majority of bargaining unit members voted in favor of the agency shop agreement, during a secret ballot election conducted between September 8, 2014 and September 16, 2014.

**ARTICLE 9**            **ASSOCIATION LEAVE**

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

9.2 The forty (40) hours of unpaid leave is the total amount of Association Leave that may be distributed among its members. The unused portion of the forty (40) hours is not cumulative from one year to the next.

9.3 The Association President shall designate the employees who may use unpaid Association Leave time.

9.4 For an employee to be eligible to use Association Leave, the President shall make a written request to the Employee Relations Manager. If such a request is approved by the Employee Relations Manager, the affected employee shall use his/her

department's normal procedure for requesting time off.

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

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

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

10.1.2 By the City Manager's Office for any time exceeding t three work days.

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

**ARTICLE 11**            **JURY LEAVE**

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

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

11.3 Time served as a juror for irregular shift employees shall be considered as time worked so that an irregular shift employee shall not be required to appear in court and also work a shift for the City during any twenty-four hour (24) period. (Prior Code 2.160)

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

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

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

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

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

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

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

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

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

14.1 Industrial injury or illness benefits shall be payable in situations where employee absence is due to industrial injury or illness as provided in California Workers'

Compensation law and City policies.

14.2 Employees may select one (1) of the two (2) plans outlined below to receive benefits upon suffering an industrial injury or illness. Employees who do not specifically choose one (1) of the two (2) plans shall be compensated in accordance with the City Supplemental Workers' Compensation Plan.

14.3 City Supplemental Workers' Compensation Plan

This plan supplements the State plan and provides:

14.3.1 The employee shall receive full salary from the City.

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

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

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

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

14.4 State Workers' Compensation Plan

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

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

14.4.2 No sick leave shall be charged the employee.

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

14.4.4 No regular City salary shall be paid.

14.4.5 No compensation shall be paid for the day of injury or for the subsequent three (3) days unless the employee was hospitalized or lost time exceeds twenty-one (21) days.

**ARTICLE 15**      **SICK LEAVE**

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

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

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

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

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

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

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

15.5.1 Participating in a criminal act;

15.5.2 Participating in a riot;

15.5.3 Working for an employer other than the City;

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

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

15.5.6 After a termination date.

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

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

15.8 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.

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

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

absence.

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

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

15.12 Sick Leave - Reinstatement

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

15.13 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 article does not apply to promotional, extended or disciplinary probationary periods.

15.14 Sick Leave - Family Illness

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



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

#### 15.15 Sick Leave - Retirement

Any employee who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the City has the option to receive payment for up to one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours paid. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated. Consistent with Government Code Section 20965, sick leave shall not be used to extend a date of retirement. An employee, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965 (See 31.7). An employee may elect to convert all unused sick leave to service credit.

#### 15.16 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 16**      **HOLIDAYS**

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

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

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

16.3 Floating Holidays must be taken during the fiscal year in which they are earned. During the first year of employment employees hired between July 1 and December 31 shall receive sixteen (16) hours and employees hired between January 1 and June 30 shall receive eight (8) hours of Floating Holiday time.

16.4 Beginning July 1, 2006, following the completion of twenty (20) years of

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

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

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

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

holiday falls on a single regular day off, the following day shall be observed as the holiday.

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

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

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

16.10 Part-time employees shall receive holiday leave on a prorated basis based on FTE.

**ARTICLE 17**      **VACATION**

17.1 Effective the first day of the first pay period in January 2015, employees shall earn and may accumulate vacation time as indicated below.

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

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

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

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

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

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

**ARTICLE 18**      **WORK SCHEDULE**

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

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

18.2.1      See Unit #7 Appendix

18.2.2.      See Unit #7 Appendix

18.2.3      See Unit #7 Appendix

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

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

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

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

18.6.1 The rest period shall be with pay;

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

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

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

18.6.5 Rest periods shall not accumulate if not taken.

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

notice period.

18.7.1 Except for emergencies, the work schedule for a majority of a classification shall not be changed without ten (10) working days' notice. The City shall notify the Association and at the request of the Association shall meet and confer concerning the change. Such meet and confer shall be completed within the ten (10) day notice period.

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

18.7.3 Wastewater Operators currently report to work fifteen (15) minutes before their shift begins to coordinate with those working the previous shift. To compensate, the City pays for fifteen (15) minutes of their thirty (30) minute lunch break. A typical shift for Wastewater Operators will include a duty free, uninterrupted meal period of thirty (30) minutes.

## **ARTICLE 19**      **SALARIES**

### 19.1 Salary Schedule

#### 19.1.1 COLA

Effective the first full pay period following July 1, 2017, the City shall increase the current salary schedules for unit employees by three (3.0%) to reflect a cost of living increase (COLA).

Effective the first full pay period following July 1, 2018, the City shall increase the then-current salary schedules for unit employees by three percent (3.0%) to reflect a COLA.

Effective the first full pay period following July 1, 2019, the City shall increase the then-current salary schedules for unit employees by two and a half percent (2.5%) to reflect a 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 FY 2017-18 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 FY 2017-18.

For purposes of this subsection:

- (I) Property tax growth will be measured based on actual cash receipts in December 2018, which, based on the County's distribution formula, equal 55% of the City's property tax receipts for FY 2018-19; 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 receipts reported to the State Board of Equalization.

The Salary Schedules effective upon ratification of this agreement by SRCEA and adoption by the City Council are attached at Exhibit (X). For the most up-to-date Salary Schedules, please refer to the Human Resources Website.



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

As permitted by law, including Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Article 31 with state and federal income tax on the PERS member contribution deferred to the extent permitted by law, including Internal Revenue Code, 26 USC Section 414(h)(2).

**ARTICLE 21**            **OVERTIME**

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

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

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

21.4 In the event an employee is required to work more than five (5) hours in any shift without a lunch period, or more than six (6) hours on a ten (10) hour day without a lunch period, the City shall pay the employee thirty (30) minutes at the overtime rate for that shift in addition to the regular wages (see 18.4).

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

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

### 22.1 Selection of CTO

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

### 22.2 Use of CTO

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

### 22.3 Payment of CTO

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

22.3.1 A CTO "cash out" program is available. This program provides an employee with the option to "cash out" some or all of his/her accrued CTO. The current version of the CTO "cash-out" policy is attached as Exhibit (X) for reference purposes only. For the most up-to-date CTO "cash-out" policy, please contact the Human Resources Department.

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

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

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

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

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

24.1.1 Employees shall have access to all three City health care plans

(EPO, PPO, and Kaiser), and employee contributions toward the monthly health insurance premiums shall be as follows:

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

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

c) For the most expensive monthly health premium, employees shall contribute twenty percent (20%) of the cost of the premium if the average premium difference is twelve and one half percent (12.5%) or more than the least expensive premium. If the most expensive premium has an average premium difference greater than six percent (6%) and less than twelve percent (12%), the employee shall pay fifteen percent (15%).

24.1.2 Deductions for the costs of health plan premiums shall be made through payroll deduction, and shall occur semi-monthly. Current contributions can be found on the Employee Services web page.

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

24.3 The monthly premiums for the health plans for the 2017 plan year are attached as Exhibit [X] for reference purposes only. For the most up-to-date health plan premiums, please refer to the “Benefits” section of the Human Resources Website.

24.4 The City shall provide each subscriber under this coverage with a summary description of the program.

24.5 Part-time employees may elect to participate in health insurance plans and the City will contribute a percentage of the employer’s portion of the premium equaling the employee’s authorized position full-time equivalent (FTE) 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 a certain qualifying event as defined by law.

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

25.1 The City shall offer employees and their dependent(s), including qualified domestic partners, a dental insurance program under the terms as set forth below: dental plan 3066-0015, and vision care insurance under the Vision Service Plan C, Division 29. Attached as Exhibits (X) and (X), for reference purposes only, are descriptions of benefits for the dental and vision programs for the 2017 year plan. For the most up-to-date description of dental and vision benefits, please refer to the “Benefits” section of the Human Resources Website.

25.2 Enrollment for dental and vision benefits shall be combined. Employees

shall be required to elect both dental and vision insurance benefits or neither insurance benefits. 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 any time 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.

25.3 Employees' adult children up to age twenty six (26) shall be permitted coverage under dental and vision insurance without proof of student status.

25.4 The City shall contribute one hundred percent (100%) toward the combined dental and vision benefit premium for full time employees.

25.5 The monthly premiums for the dental and vision plans for the 2017 plan year are attached as Exhibits (X) and (X) for reference purposes only. For the most up-to-date dental and vision premiums, please refer to the "Benefits" section of the Human Resources Website.

25.6 The City shall pay increased premium costs, if any, during the term of this Agreement.

25.7 Part-time employees may elect to enroll in the combined dental and vision insurance plans and the City will contribute the percentage of the premium equaling the employee's authorized position full-time equivalent (FTE) toward the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash

payment will be made in lieu of the insurance. Part-time employees shall participate in accordance with guidelines set forth by Human Resources.

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

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

26.2 Additional term life insurance up to two hundred thousand dollars (\$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 domestic partner life insurance up to fifty thousand dollars (\$50,000) may also be purchased through payroll deduction. Effective October 1, 2004, the amount of spouse or 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 domestic partner life insurance subject to the rules of the insurance carrier.

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

**ARTICLE 27**            **LONG-TERM DISABILITY INSURANCE**

27.1 The City shall offer employees a long-term disability insurance program and pay the monthly premium costs during the term of this Agreement.

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

27.3 The City shall provide the long-term disability insurance for part-time employees.

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

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

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

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

29.2 Employees enrolled in the health plan, in the month prior to retirement, who have access to another employer provided insurance plan, may exercise a waiver that allows them a one-time option to re-enroll in the waived health plan within thirty (30) days of termination of that other employer provided insurance plan.

29.3 If the City institutes a program 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 30.1.

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

**ARTICLE 30 RETIREMENT Need to add side letter dated February 5, 2014**

30.1 Employees are provided retirement benefits under the California Public Employees Retirement System (CalPERS) as described in this Article 31.

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

Effective July 8, 2012, this Section 31.2 (including subsections) shall apply to bargaining unit members hired before July 8, 2012.

30.2.1 3% at 60 Pension Formula

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

30.2.2 Final Compensation Based On Twelve Month Period

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

30.2.3 Required Bargaining Unit Member Contribution

Bargaining unit members covered by this Section 30.2 shall pay, through payroll deduction, the eight percent (8.0%) member contribution and an additional two



and one half percent (2.5%) of PERSable compensation for a total of ten and one half percent (10.5%) member contribution toward the normal costs of pension benefits as permitted by Government Code Section 20516.

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

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

30.3.1 2.5% at 55 Pension Formula

The “2.5% @ 55” retirement program will be available to bargaining unit members covered by this Section 31.3.

30.3.2 Final Compensation Based On 12-Month Period

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

30.3.3 Required Bargaining Unit Member Contributions

Bargaining unit members covered by this Section 30.3 shall pay, through payroll deduction, the eight percent (8.0%) member contribution and an additional two and one half percent (2.5%) of PERSable compensation for a total of ten and one half percent (10.5%) member contribution toward the normal costs of pension benefits as

permitted by Government Code Section 20516.

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

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

#### 30.4.1 2 at 62 Pension Formula

The “2% @ 62” retirement program will be available to bargaining unit members covered by this Section 31.4.

#### 30.4.2 Final Compensation Based On 36-Months

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

#### 30.4.3 Required Bargaining Unit Member Contributions

As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section 30.4 shall pay, through payroll deduction, fifty percent (50%) of normal costs.

##### 30.4.3.2 Pension Cost Sharing

Bargaining unit members covered by this Section 30.4 shall pay, through payroll deduction, an additional member contribution of two and one half percent (2.5%) of PERSable compensation toward the City's normal cost of pension

benefits as permitted by Government Code Section 20516

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

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

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

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

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

31.1.1 The terms and conditions of eligibility and the amount of the stipend payments will be as provided in the plan documents. An Actuarial analysis of the plan shall be performed no less than every two (2) years. The cost of the actuary shall be paid for by the plan.

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

31.1.3 The City reserves the right to contract the administrative duties of this program and pass the cost of the administrative duties to the plan as provided in the

plan documents.

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

31.1.5 Employees are eligible to receive benefits when they terminate City employment, reach the age of fifty five (55), and have four (4) or more years of service within the unit as defined in the Plan. For employees covered by this Agreement as of January 1, 2008, all time in service with the City prior to that date is considered 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.

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

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

31.1.8 Employees eligible for benefits effective January 1, 2008 currently

receive benefits as shown below:

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

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

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

31.1.11 The City will contribute, In lieu of a one-half of one percent (1/2%) cost of living adjustment commencing July 1, 1998 and an additional twelve hundredths of one percent (0.12%) for a total of sixty two hundredths of a percent (0.62%) of salary commencing at midnight June 30, 2000, on behalf of employees to this Plan.

31.1.12 In addition to the contributions set forth in Article 31.9.11, the City will make the following contributions in lieu of COLA increases:

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

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

31.1.14 Effective the first full pay period following July 1, 2017, the City will increase its contribution towards retiree medical stipend each year of the contract by 0.25%, for a total of 0.75% by end of the contract term. Increases will take effect the first fully pay period of the applicable fiscal year.

31.2 Eligible employees who retired after October 1, 2014 and prior to July 1, 2016, shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in October 1, 2014</b>
Less than 4 years' service	None	0
4 years	8.33%	\$10.41
5	16.66%	\$20.83
6	25%	\$31.25
7	33.33%	\$41.66
8	41.66%	\$52.08
9	50%	\$62.50
10	58.33%	\$72.91
11	66.66%	\$83.33
12	75%	\$93.75
13	83.33%	\$104.16
14	91.66%	\$114.58
15 or more	100%	\$125.00

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

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

31.3 Eligible employees who retired on or after July 1, 2016 shall receive benefits as listed below:

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

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

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

**ARTICLE 32**      **UNIFORMS**

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

32.2 Employees provided uniforms or a uniform allowance by the City shall receive them by the first day of November each fiscal year. Employees shall be responsible for the normal maintenance and upkeep of uniforms and work clothes in



accordance with City policy. Annual uniform allowance shall be one hundred and ninety dollars (\$190).

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

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

32.5 See Unit #7 Appendix for details regarding uniforms for Parking Enforcement Officers, Parking Operations Aides and Parking Operations Coordinators.

**ARTICLE 33**      **CALL BACK**

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

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

33.1.2 The return is necessitated by unanticipated work requirements; and

33.1.3 The employee actually returns to work.

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

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

33.1.

33.4 Civilian employees of the Police Department, who provide support services for the Special Response Unit and the Crisis Negotiations Unit, and are required to return to duty to provide said support, shall receive a shift differential of one dollar and eighty cents (\$1.80) for all hours actually worked between 6:00 p.m. and 12:00 a.m., and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

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

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

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

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

34.3 Time served under subpoena for irregular shift employees shall be considered as time worked so that an irregular shift employee shall not be required to appear in court under service of process and also work a shift for the City

during any twenty-four hour (24) period. (Prior Code 2.160)

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

See Unit #7 Appendix for details

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

See Unit #4 Appendix and Unit #7 Appendix

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

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

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

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

38.1 Under no conditions or circumstances shall the Association or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other

type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

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

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

**ARTICLE 40**            **SEVERABILITY**

40.1 Should any part of this 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.

**ARTICLE 41**            **FULL UNDERSTANDING, MODIFICATION, WAIVER**

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

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

41.3 It is further agreed and understood that, except in cases of emergency, the City shall not implement any changes to any matter within scope, as defined by the Meyers, Milias, Brown Act, as amended, not covered herein without first having met and

conferred with the Association. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence.

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

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

## **ARTICLE 42**        **CATASTROPHIC LEAVE**

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

42.2 Catastrophic leave is a paid leave of absence due to life threatening verifiable long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual.

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

42.4 The employee must first exhaust all accrued sick leave, vacation leave and

compensatory time before qualifying for catastrophic leave.

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

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

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

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

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

42.10 While an employee is on catastrophic leave, using donated hours, the

employee shall not accrue any vacation or sick leave.

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

See Unit #7 Appendix for details

**ARTICLE 44**            **GRIEVANCE REPRESENTATIVE**

44.1 Number of representatives

44.1.1 There shall be a reasonable number of grievance representatives in this Unit.

44.1.2 In instances where the designated grievance representative is unable to represent a grievance, the President shall represent or designate a representative who is on the current list as provided below, to act as a substitute.

44.1.3 Both the grievance representative and either the Association President or Vice President will be allowed to represent an employee in a formal grievance procedure.

44.2 Release Time

44.2.1 The grievance representative shall receive reasonable release time to process grievances including time before and after meetings.

44.2.2 The grievance representative shall operate within their designated area.

44.2.3 The grievance representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Permission to leave will be granted promptly unless such absence will have an undue impact on the operation of the Department. In this event, his/her release from work

shall be made as soon as practical.

44.2.4 The grievance representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter will be granted promptly unless it will have an undue impact on the operation of the Department. If the grievant cannot be made available, his/her release from work shall be made as soon as practical.

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

#### 44.3 Recognized Representative

44.3.1 The Association shall give the City Manager a list of the names of employees selected as grievance representative.

44.3.2 Only those employees whose names are on the current list shall be granted release time to serve as grievance representatives.

### **ARTICLE 45**      **ASSOCIATION/MANAGEMENT MEETINGS**

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

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

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

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



46.1 The City shall continue to administer Finance Procedure II-10 which allows employees to buy time off for supplementing vacation, holiday, or other compensatory leave.

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

47.1 Any employee covered under this Agreement shall receive a minimum of two (2) hours of overtime pay for hours actually worked any time he/she is required by the City to attend any meeting scheduled outside of his/her regular shift, including evening meetings and meetings scheduled on an employee's regular day off.

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

See Unit #4 Appendix for details.

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

See Unit #4 Appendix for details.

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

See Unit #6 Appendix for details.

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

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

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

See Unit #7 Appendix for details.

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

See Unit #7 Appendix for details.

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

See Unit #7 Appendix for details.

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

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

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

54.1.2 Association's principal authorized agent shall be the President or his/her duly authorized representative (address: P. O. Box 3182, Santa Rosa, CA 95402; telephone (707) 546-3782, FAX (707) 546-4879), except where a particular representative is specifically designated in the Agreement.

**ARTICLE 56**            **SHORT TERM DISABILITY**

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

56.2 The major components of the plan are:

56.2.1 Benefit period to age 65;

56.2.2 55% of insured earnings;

56.2.3 \$1,500 maximum weekly benefit;

56.2.4 \$25 minimum weekly benefit;

5.2.5 Elimination period of 8 days.

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

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

## **ARTICLE 57            STAFF DEVELOPMENT & WELLNESS PROPOSAL**

57.1 The City and Units 4, 6 and 7 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 58**            **VACATION CASHOUT**

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

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

58.1.2 The sell back must be made by the first paycheck in December of the following year. A bargaining unit member who has elected to sell back vacation but has not done so by the first paycheck in December, will be automatically cashed out for the number of hours elected (subject to the limits of Article X.1) on the second paycheck in December.

**ARTICLE 59**            **CLASSIFICATION AND COMPENSATION STUDY**

59.1 The parties will meet and confer beginning no later than January 2018 to discuss modifications to the City’s “Classification and Compensation Study Request” process.

**ARTICLE 60**            **RECOMMENDATION**

60.1 The City and the Association shall recommend the ratification of this Agreement to the City Council and the Association shall recommend the ratification of this Agreement to the employees in the City's Unit #4 - Support Services, Unit #6 -

Professional and Unit #7 - Technical.

FOR THE CITY OF SANTA ROSA:

FOR SRCEA:

\_\_\_\_\_  
golbou ghassemieh Date                      Mike Reynolds                      Date

\_\_\_\_\_  
Burke Dunphy                      Date                      Jeff Bitner                      Date

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

\_\_\_\_\_  
David Hanson                      Date

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

\_\_\_\_\_  
Lynn Spaulding                      Date

\_\_\_\_\_  
Rudy Gonzalez                      Date

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

\_\_\_\_\_  
Peter Finn                      Date

**RATIFICATION**

Ratified:

Ratified:

Santa Rosa City Employees Association

City of Santa Rosa

By \_\_\_\_\_  
Mike Reynolds                      Date  
President, SRCEA

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

Resolution No.: 28817

**UNIT 4**  
**APPENDIX**

**ARTICLE 37**            **SHIFT DIFFERENTIAL**

37.1 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.

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

**ARTICLE 49**            **RECORDING SECRETARY**

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

**ARTICLE 50**            **ADVANCED COMPUTER SYSTEMS ADMINISTRATION**

50.1 Employees in the class of Senior Administrative Assistant who are assigned in writing by the Department Head and who spend at least twenty-five percent (25%) of their time performing advanced computer program administrative duties, such as development of screens, applications and scripts; and software and hardware

installation, maintenance and troubleshooting shall receive a premium pay of seven and one-half percent (7.5%) above his/her salary.

**UNIT 6  
APPENDIX**

**ARTICLE 32            UNIFORMS**

32.4 Footwear

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

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

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

**ARTICLE 51            3% PREMIUM PAY TO COORDINATE DEPARTMENT'S  
TECHNOLOGY PLAN**

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



premium pay above their current salary.

## **UNIT 7**

### **APPENDIX**

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

18.2.1 Full time employees in the classifications of Recreation Coordinator and Recreation Specialist shall be scheduled to work between six (6) and ten (10) hours in a day. Hours worked less than six (6) or more than ten (10) shall be by mutual agreement between the supervisor and the employee. The workday may be split, by a minimum of two (2) hours, by mutual agreement between the employee and the supervisor.

18.2.2 Individual schedules shall be prepared in advance by the supervisor and provided to the employee. Changes in the schedule with less than five (5) days' notice shall be by mutual agreement, except that, if the supervisor determines it is operationally necessary to make the change and is unable to provide the notice, the overtime rate shall be paid for all hours worked on the new schedule prior to the expiration of the five (5) day notice period.

18.2.3 The provisions of the articles 18.2.1 and 18.2.2 shall be reviewed at least every four (4) months. This flexible schedule program is intended to be a trial program. After it has been in effect for one (1) year, the program shall be reviewed by Management and labor to determine if it continues to meet the interests of the parties.

18.7.3 Wastewater Operators currently report to work fifteen (15) minutes before their shift begins to coordinate with those working the previous shift. To compensate, the City pays for fifteen (15) minutes of their thirty (30) minute lunch break.

**ARTICLE 32**      **UNIFORMS**

32.4 Footwear

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

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

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

32.5 Parking Division Employees

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

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

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

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

policies.

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

32.6 Effective July 1, 2008 the City shall provide a uniform allowance for Administrative Technicians required by the Police Department to wear a uniform.

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

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

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

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

**ARTICLE 36**      **STANDBY ASSIGNMENT**

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

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

36.1.2 The overtime rate for all hours actually worked on a job when called

out while on standby.

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

### **ARTICLE 37    SHIFT DIFFERENTIAL**

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

37.2 Employees specified in Article 37.1 shall receive a shift differential of one dollar and eighty cents (\$1.80) per hour for all hours worked during swing shift and a shift differential of two dollars and twenty cents (\$2.20) per hour for all hours worked during graveyard shift.

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

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

37.5 Employees shall receive the shift differential provided herein below for all

hours actually worked. Between four (4) p.m. and twelve (12) a.m. it shall be one dollar and eight cents (\$1.80). Between twelve (12) a.m. and six (6) a.m. it shall be two dollars and twenty cents (\$2.20) per hour.

37.6 Civilian employees of the Police Department, who provide support services for the Special Response Unit and the Crisis Negotiations Unit, and are required to return to duty to provide said support, shall receive a shift differential of one dollar and eighty cents (\$1.80) for all hours actually worked between 6:00 p.m. and 12:00 a.m., and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

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

37.7.1 Graveyard Shift – Effective July 1, 2009, employees shall receive a shift differential of two dollars and twenty (\$2.20) per hour for all hours worked between twelve (12) a.m. and eight (8) a.m.

37.7.2 Swing Shift – Effective August 2, 2009, employees shall receive a shift differential of one dollar and eighty cents (\$1.80) per hour for all hours worked between four (4) p.m. and twelve (12) a.m.

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

**ARTICLE 43      ACTING SENIOR WASTEWATER PLANT OPERATOR**

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

**ARTICLE 52      PARKING OPERATIONS AIDE PREMIUM**

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

**ARTICLE 53      BUILDING INSPECTOR ACTING PAY**

53.1 Effective July 1, 2008 employees in the classification of Building Inspector who are assigned, in writing, by the Director of the Department of Community Development, to the ongoing responsibility of assuming those duties normally associated with the Senior Building Inspector position, shall receive a premium pay of up to five percent (5%) above his/her current salary.

**ARTICLE 54      DESIGNATED OPERATOR IN CHARGE PAY**

54.1 In order to comply with Section 3680(b) of Title 23 Water governed by the State Water Resources Control Board, the City must designate an "Operator in Charge." A Senior Wastewater Plant Operator shall be appointed by the Wastewater Treatment Superintendent to be responsible for the overall operation of a wastewater treatment

plant, including compliance with applicable waste discharge requirements, when the chief plant operator is unable to carry out the responsibilities of the position of “chief plant operator.”

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

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

#### **ARTICLE 55 – WATER DISTRIBUTION OPERATORS CERTIFICATION**

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



## EXHIBIT A -INSURANCE PLANS

### DENTAL INSURANCE

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

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

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

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

### VISION INSURANCE

The CITY shall offer employees and their dependents, including qualified domestic partners, a vision care program which provides an eye examination, and allowance for lenses, and frames once each twelve (12) months. The deductible shall not exceed twenty dollars (\$20.00). Effective January 1, 2014 the vision allowance for frames shall increase from one hundred twenty dollars (\$120) to one hundred fifty dollars (\$150), and the allowance for contact lenses shall increase from one hundred five dollars (\$105) to one hundred twenty five dollars (\$125). Summary description of the program and the current premium costs can be found at the following link:

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

### MEDICAL INSURANCE

Current medical rates can be found online at  
<http://ci.santa-rosa.ca.us/departments/hr/benefits/Pages/default.aspx>