

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SANTA ROSA

AND THE

SANTA ROSA MANAGEMENT ASSOCIATION

**FOR AND ON BEHALF OF THE EMPLOYEES IN THE
CITY'S UNIT 18 – MISCELLANEOUS MID-MANAGEMENT**

July 1, 2017 THROUGH JUNE 30, 2020

Exhibit "A" to Resolution No. RES-2017-132

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ARTICLE 1 **DESIGNATION OF THE PARTIES**

This Agreement is by and between the City of Santa Rosa, hereinafter referred to as “CITY”, and the Santa Rosa Management Association, hereinafter referred to as “ASSOCIATION”. Collectively, the CITY and ASSOCIATION are hereinafter referred to as the “Parties”.

ARTICLE 2 **RECOGNITION**

Pursuant to Ordinance No. 1515, the Employer-Employee Relations Ordinance of the City of Santa Rosa and applicable state law, the Santa Rosa Management Association was designated by the Council of the City of Santa Rosa as the exclusive representative of City employees in the CITY’s Unit #18 – Miscellaneous Mid-Management, (hereinafter “Unit”). The term “employee” or “employees” as used herein shall refer only to employees employed by CITY in the employer classifications comprising said Unit as listed in Exhibit A to this Agreement, or as amended.

ARTICLE 3 **AUTHORIZED AGENTS**

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

3.1 The CITY’s principal authorized agent shall be the City Manager or duly authorized representative (address: P.O. Box 1678, Santa Rosa, CA 95402; telephone: (707) 543-3010), except where a particular representative of the CITY is specifically designated in the Agreement.

3.2 The Santa Rosa Management Association’s principal authorized representative shall be its president or duly authorized representative (address: P.O. Box 1161, Santa Rosa, CA 95402; telephone: (707) 756-0005), except where a particular ASSOCIATION representative is specifically designated in the Agreement.

ARTICLE 4 **SEVERABILITY**

4.1 The provisions of this Agreement shall be subordinate to any present or subsequent federal law, California state law, or City Charter provision.

4.2 Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree by a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

4.3 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 party within thirty (30) days of the effective date of the legislation or decision by the court. Such negotiation shall be completed within thirty (30) days of the first meeting held to resolve the problem. The balance of the Agreement shall remain in full force and effect.

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

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.

It is agreed and understood that the Parties voluntarily and unqualifiedly waive their rights to negotiate and agree that neither shall be required to negotiate with respect to any matter covered herein.

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.

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 unless made and executed in writing by all Parties and, if required, approved by the CITY and ratified by the membership of the ASSOCIATION.

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**

This Agreement shall become effective July 1, 2017, except as otherwise specifically provided herein, and shall terminate at twelve (12) midnight Pacific Daylight Savings time on June 30, 2020.

ARTICLE 7 **RENEGOTIATIONS**

Formal negotiations for a successor Agreement shall commence no later than March 15, 2020.

ARTICLE 8 **DEFINITIONS**

8.1. The term "CITY" shall mean the City Manager and/or designee or, if required, the City Council.

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

8.3. 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 Management Unit.

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

8.5. The term "work week" shall mean any consecutive seven (7) day period, as determined by the CITY. See Article 32 for Non-Exempt employees.

8.6. "Qualified domestic partner" means a person who is in a domestic partnership that meets the criteria of California Family Code Section 297 and is formalized through registration with the California Secretary of State pursuant to California Family Code Sections 197 et. seq and/or CITY domestic partners registered with the Human Resources Department prior to November 19, 2013.

8.7. 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.

ARTICLE 9 **MUTUAL RESPONSIBILITY**

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

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

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

ARTICLE 10 **RULES AND REGULATIONS**

The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of this Agreement:

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

The CITY shall, except in cases of emergency, give the ASSOCIATION reasonable written notice of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation proposed to be adopted by the CITY, and shall give the ASSOCIATION the opportunity to meet with CITY representatives.

ARTICLE 11 **EMPLOYEE AND ASSOCIATION RIGHTS**

11.1 Employees shall be free to participate in ASSOCIATION activities described in Government Code Section 3500 et seq., except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with California State Law and CITY policies, rules and regulations.

11.2 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.

11.3 The CITY shall notify the ASSOCIATION of classification changes proposed by the Human Resources Department.

11.4 CITY shall send the ASSOCIATION a list of new employees by department and classification at least every three (3) months.

11.5 Communicating with Employees: The ASSOCIATION shall be allowed to use e-mail and designated portions of bulletin boards, electronic media or display areas in public sections of CITY buildings or in public portions of offices in which there are employees represented by the ASSOCIATION, provided the communication displayed relate to official organization business, such as times and places of meetings and further provided that the ASSOCIATION appropriately posts and removes the information.

11.6 Use of CITY Facilities: The ASSOCIATION shall be allowed the use of areas normally used for meeting purposes for meetings of CITY employees when (1) such space is available and its use by the ASSOCIATION is scheduled in advance, subject to any applicable CITY policies; (2) it does not interfere with normal CITY operations; and (3) the meetings are on matters within the scope of representation.

ARTICLE 12 CITY RIGHTS

12.1 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:

- a. Determine and modify the organization of CITY government and its constituent work units.
- b. Determine the nature, standard, levels and mode of delivery of CITY services.
- c. Determine the methods, means, number and kind of personnel by which services are provided.
- d. Lay off employees, subject to the Personnel Rules and Regulations and the CITY's Lay-Off Policy dated August 8, 2008.

12.2 Should the CITY desire to exercise any of these rights, it shall, except in cases of emergencies (as defined in Article 5), give the ASSOCIATION advance, written notice of its intentions thereof and shall afford the ASSOCIATION the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented.

ARTICLE 13 PAYROLL DEDUCTION

During the term of this Agreement and to the extent the laws of the State of California permit, and as provided herein, the CITY will, in addition to deductions required by law, make payroll deductions with the employee's consent for those voluntary deductions currently available to the employee and those mutually agreed to by the CITY and the ASSOCIATION in the future and monthly dues for membership in one (1) authorized employee organization.

The deduction of dues for membership in an authorized employee organization shall be based on a uniform dues schedule and made from the pay of each employee who voluntarily executes and delivers to the CITY the following authorization form:

VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF MEMBERSHIP DUES
(Santa Rosa Management Association)

Name _____ Department _____

Employee ID No. _____

I authorize the CITY to deduct from wages earned by me, bi-weekly membership dues as certified to the CITY by the President or other designated authorized employee organization official and to remit the same to the authorized employee organization at such time and in such manner as may be agreed upon between the CITY and the organization.

This authorization shall remain in effect for the duration of my employment with the CITY or until my termination from the CITY or until it is revoked by me in writing.

Signature of Employee

Address of Employee

Date of Signature

Date of Delivery to City

Payroll deductions shall be made bi-weekly and special assessments and penalties when assessed. However, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Membership Dues" and (2) the amount of the bi-weekly membership dues certified by the ASSOCIATION has been delivered to the CITY at a place designated by the CITY at least ten (10) calendar days prior to the last day of the pay period. Changes in the amount of the bi-weekly membership dues must be 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.

All sums deducted by the CITY shall be remitted to the ASSOCIATION, at an address given to the CITY by the ASSOCIATION, by the tenth (10th) calendar day following the pay period when the deductions were made, together with a list of names and

the amount deducted for each employee or for whom a deduction was made. Assessments and penalties shall be remitted by the CITY within thirty (30) days after notification of the amount of said assessment penalties.

An employee may revoke his/her “voluntary authorization” only as provided herein. No revocation shall be effective retroactively nor apply to any special assessment or penalty previously noticed by the ASSOCIATION.

The CITY shall not be liable to the ASSOCIATION by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the ASSOCIATION shall indemnify and save the CITY harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 14 HOLIDAYS

14.1 Employees, except those noted below (in Articles 16, 17 and 18) in the Transit, Utilities and Police Departments, shall receive the following twelve (12) holidays:

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

Floating Holidays must be taken during the fiscal year in which they are earned. Floating Holidays may be taken in increments of not less than one (1) hour.

14.2 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.

14.3 Beginning July 1, 2006, and following twenty (20) years of full-time equivalent service, employees shall receive one (1) additional Floating Holiday, for a total of three (3) Floating Holidays.

14.4 Regular part-time employees shall receive a prorated Floating Holiday balance based on their FTE allocation.

ARTICLE 15 HOLIDAY PAY

15.1 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 10 hours of holiday pay; if a full-time employee is regularly scheduled to work 9 hours on a holiday, the employee shall be eligible for 9 hours of holiday pay; If a full-time employee is regularly scheduled to work 8 hours on a holiday, the employee shall be eligible for 8 hours of holiday pay. If the number of hours an employee is regularly scheduled to work is reduced, holiday pay shall be reduced accordingly.

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

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

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

15.5 Employees assigned to a 4/10 or 9/80 work schedule, whose work week normally includes three consecutive days off, shall observe the preceding work day when a holiday falls on the first day off. If the holiday falls on either of the last two 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.

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

ARTICLE 16 HOLIDAYS – TRANSIT SUPERINTENDENT AND TRANSIT FIELD SUPERVISOR

In lieu of the holidays on which the bus system operates, employees classified as Transit Superintendent or as Transit Field Supervisor may take their holiday during the week prior or two (2) weeks following the holiday or receive payment at their regular hourly rate for the hours worked with the approval of their supervisor.

ARTICLE 17 HOLIDAYS – TREATMENT SHIFT SUPERVISOR AND COMMUNICATION SUPERVISOR

In lieu of the holidays noted above, employees classified as Treatment Shift Supervisor or Communication Supervisor may take their holiday during the week prior or two (2) weeks following the holiday or receive payment at their regular hourly rate for the hours worked with the approval of their supervisor.

ARTICLE 18 HOLIDAYS – CIVILIAN POLICE MANAGEMENT

Civilian Police Management employees assigned to a seven-day rotating schedule and who work holidays shall each receive either eight (8) hours or ten (10) hours of additional pay, depending on the work schedule assigned, computed at straight time during the normal pay cycle for each of the twelve (12) holidays worked.

ARTICLE 19 VACATION LEAVE

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

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

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

19.3 Maximum vacation accrual is established at three (3) times the annual accrual rate. Regular part-time employees' maximum is three (3) times the FTE percent of

the annual accrual rate. Any employee in Unit 18 with a vacation balance at or above the cap will not accrue any additional vacation time until his/her balance falls below the cap.

19.4 Vacation scheduling shall be approved by the CITY prior to being taken with due regard for the employee's needs and the CITY's need to provide services. Employees working an alternative 4/10 shall record ten (10) hours for each day taken as vacation. Employees working a 9/80 schedule shall record nine (9) hours for each day taken as vacation, except for the eight (8) hour work day.

ARTICLE 20 **MANAGEMENT VACATION "SELL BACK" PROGRAM**

20.1 Managers in Unit 18 may "sell back" vacation accrual up to eighty (80) hours (prorated based on FTE allocation) of vacation providing he/she has eighty (80) hours of vacation remaining after the sell back.

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

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

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

20.2.2 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 20.1) on the second paycheck in December

ARTICLE 21 **SICK LEAVE**

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

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

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

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

21.4 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.

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

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

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

21.7 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.

21.8 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.

21.9 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.

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

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

21.12 Sick leave shall not be used to extend a date of retirement; however, a miscellaneous employee, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20862.8.

ARTICLE 22 **SICK LEAVE – INITIAL PROBATIONARY PERIOD**

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

ARTICLE 23 **SICK LEAVE – FAMILY ILLNESSES**

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

ARTICLE 24 **SICK LEAVE – RETIREMENT BUYBACK**

24.1 Background: Employees hired prior to January 1, 2010 had one of two options for remuneration of accumulated but unused sick leave as follows:

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

24.1.2 Option Two: All sick leave accumulates and upon retirement and completion of ten (10) years of employment with the CITY, the employee may receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of

six hundred (600) hours and receive service credit for the remainder OR may choose to convert the entire balance of their sick leave to service credit.

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

24.1.3 In November 2009 ASSOCIATION employees in Option Two made an irrevocable choice of remaining in Option Two or changing to Option One.

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

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

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

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

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

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

24.3 Effective January 1, 2010 all employees who remained in Option Two shall be remunerated as described in Article 24.1.2

24.4 Employees entering this unit from another unit, must switch to Option One. Employees switching to Option One shall have their total accrued sick leave as of the date of their entry into the unit remain in an Option Two bank which will be paid out upon retirement as described in Article 24.1.2. This amount shall be reduced by use of sick leave beyond that accumulated in the new Option One bank. Upon retirement, all sick leave not paid out shall be converted to service credit according to PERS contract.

ARTICLE 25 **SICK LEAVE DEATH BENEFIT**

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 26 **CATASTROPHIC LEAVE**

26.1 Catastrophic leave is a paid leave of absence due to life-threatening verifiable long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual, as provided in the CITY's Catastrophic Leave Policy . https://inet.srcity.org/policy/_layouts/15/WopiFrame.aspx?sourcedoc=/policy/master_library/Catastrophic%20Leave.docx&action=default

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

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

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

26.5 Employees donating vacation, compensatory or administrative leave must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation time, and a sick leave

balance of eighty (80) hours after the donation of sick leave. Employees may donate all of their accrued compensatory time, administrative leave, or floating holiday time.

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

26.7 If leave is granted, the CITY shall require the employee to provide medical information indicating the nature of the illness or injury, the prognosis and estimated date of return. In addition, the CITY shall require, prior to the employee's return to work, written approval from his or her doctor to resume job duties. If the Department Head determines that documentation of illness or injury and ability to return to work is unnecessary, the requirement to provide medical information and doctor's release may be waived.

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

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

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

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

ARTICLE 27 **INDUSTRIAL INJURY OR ILLNESS LEAVE**

Workers' Compensation Plan

27.2 CITY Supplemental Workers' Compensation Plan

This plan supplements the State plan and provides:

27.2.1 The employee shall receive supplemental wages to ensure the pay is equivalent to take-home pay prior to the injury from the CITY during the time the employee

has sufficient paid sick leave to supplement “temporary disability payments” as defined by law.

27.2.2 While on the supplemental plan, the employee’s paid sick leave will be-charged at the rate of one fourth (1/4) for each day of absence.

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

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

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

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

27.2.7 During this time, vacation and sick leave shall accrue as if the employee were on full salary, and, upon notification to the employee, the employee’s qualified time off shall concurrently count toward Family and Medical Leave (FMLA) and California Family Rights Act (CFRA) and all benefits shall be paid in the same manner as before the injury.

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

27.3 State Workers’ Compensation Plan

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

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

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

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

27.3.4 No regular CITY salary shall be paid.

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

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

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

ARTICLE 28 **BEREAVEMENT LEAVE**

Full-time employees may take up to forty (40) hours, or the FTE percent for regular part-time employees, of bereavement leave because of death in the immediate family. For the purposes of bereavement leave, immediate family shall mean the employee's spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, parents of employee's qualified domestic partner, brother, sister, child, step-child, child of qualified domestic partner, stepparents, grandparents, and grandchildren.

ARTICLE 29 **MILITARY LEAVE**

An employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, the Federal Uniformed Services Employment and Re-employment Rights Act, all other applicable laws and CITY policies. The employee shall furnish to the City Manager's Office or designee, satisfactory proof of his/her orders to report for duty and of his/her actual service pursuant to such orders. 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 30 **JURY LEAVE**

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

Employees serving as jurors shall be paid as follows:

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

ARTICLE 31 **LEAVE OF ABSENCE**

31.1 Employees may request a leave of absence, without pay, in writing to their respective Department Heads upon the exhaustion of their appropriate accumulated sick leave, vacation, bereavement leave, twenty (20) hours administrative leave or floating holidays. The requirement to use all accrued sick leave or vacation leave does not apply in situations where California state or federal law do not allow the employer to require use of vacation or sick leave prior to granting an unpaid leave of absence. As of the date of adoption of this Agreement, exceptions exist for California state pregnancy disability leave and leave for military duty. When an employee requests to take a leave of absence without pay and is currently within the period of time covered by state pregnancy disability leave (CCR Title 2 Division 4 Section 7291.2 et seq.), the employee is not required to exhaust accrued vacation prior to taking the leave of absence. An employee who is absent from work for military duty, including weekend training drills, is not required to exhaust accrued vacation prior to taking the leave of absence. (Uniformed Services Employment and Re-employment Rights Act of 1994, 38 USC 4301 et seq.).

31.2 These requests may be approved as follows:

31.2.1 By the Department Head for a time not exceeding three working days.

31.2.2 By the Human Resources Department for any time exceeding three (3) working days but covered by FMLA, CFRA and/or other Federal and/or State Leave Laws or due to an established worker compensation absence.

31.2.3 By the City Manager for any time exceeding three working days when not covered by any of the preceding.

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

ARTICLE 32 **WORK SCHEDULE – NON-EXEMPT EMPLOYEES**

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

32.2 The work week for all non-exempt members of the unit shall be 168 regularly recurring hours. For employees working the 5/40 or 4/10 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working a 9/80 work schedule, each 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, exclusive of the meal period provided below.

32.3 Except as outlined below, each shift shall include a non-paid meal period scheduled approximately at the mid-point of the shift. Employees classified as Police Communications Supervisor or Records Supervisor shall have a thirty (30) minute paid meal period as part of their work shift.

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

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

32.6 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:

32.6.1 The rest period shall be with pay.

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

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

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

32.6.5 Rest periods shall not accumulate if not taken.

ARTICLE 33 **OVERTIME**

33.1 Management employees, except employees in the job classification of Police Communications Supervisor, required to work beyond the regular work week shall not be paid overtime unless required by law.

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

33.3 Overtime for Police Communications Supervisor employees may be compensated by compensatory time-off (CTO) pursuant to the Finance and Administrative Services Policy concerning Compensatory Time Off specifically designated Procedure II-8.

ARTICLE 34 **CALL BACK - NON-EXEMPT EMPLOYEES**

Non-exempt Management employees who have completed their work shift and have gone home and then unexpectedly are required to return to work shall receive a minimum of two (2) hours pay at the overtime rate. Hours worked in excess of the two (2) shall be paid at the overtime rate.

ARTICLE 35 **ADMINISTRATIVE LEAVE**

35.1 Administrative Leave shall be provided as follows for Management employees, except employees in the job classification of Police Communications Supervisor:

35.2 Eighty (80) hours annual leave per fiscal year for all Management employees, prorated for regular part-time employees, scheduled by Department Head upon request.

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

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

ARTICLE 36 **COMMUNITY INVOLVEMENT**

The CITY encourages Management employees to become involved in local community affairs. The CITY will make a reasonable amount of time available for this type

of involvement if in the opinion of the respective Department Head this involvement is beneficial to the CITY and to the employee.

ARTICLE 37 **INSURANCE PROGRAMS**

The CITY shall provide the insurance programs described in this Agreement. The CITY reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined

ARTICLE 38 **HEALTH INSURANCE**

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

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

a) Employees will pay 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 within 6% of the least expensive monthly premium employees with those plans shall also contribute 12.5%.

b) For the next most expensive monthly health premium, employees shall contribute 15% of the cost of the premium if the average premium difference is 6% or more than the least expensive premium.

c) For the most expensive monthly health premium employees shall contribute 20% of the cost of the premium if the average premium difference is 12% or more than the least expensive premium. If the most expensive premium has an average premium difference greater than 6%, but less than 12% more than the least expensive premium, then the employee shall pay 15%.

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

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

Example – How the Average Premium Difference is Calculated

| | Lowest Cost | Medium Cost | % Over | Highest Cost | % Over |
|--|-------------|-------------|--------|--------------|--------|
|--|-------------|-------------|--------|--------------|--------|

| | | | | | |
|--|---------|---------|--------------|---------|---------------|
| | Plan | Plan | | Plan | |
| Single | \$487 | \$508 | 4.3% | \$584 | 19.9% |
| Double | \$994 | \$1,032 | 3.8% | \$1,192 | 19.9% |
| Family | \$1,311 | \$1,449 | 10.5% | \$1,666 | 27.1% |
| Average Premium Difference | | | 6.20% | | 22.30% |
| Percentage of Premium Employee Would Pay | 12.50% | 15% | | 20% | |

38.3 Health Insurance – Part-Time Employees

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

ARTICLE 39 RETIREE HEALTH SAVINGS PLAN

39.1 The CITY established a retiree health savings plan with the intention of having the following attributes and subject to current tax laws: tax-free treatment of health benefits, ability to charge taxable health premiums and unreimbursed health costs, with assets remaining after employee’s death going to spouse/qualified dependents.

39.2 Effective the first full pay period after July 1, 2017, the retiree health savings plan will be employer funded by one-quarter of one percent (0.25%) of base earnings contributed by the CITY, one half of one percent (0.50%) contribution by employees and by the annual sick leave payout as described in Article 24.

39.3 Effective July 1, 2018, the retiree health savings plan will be employer funded by one half of one percent (0.50%) of base earnings contributed by the CITY, one half of

one percent (.50%) contribution by employees and by the annual sick leave payout as described in Article 24.

39.4 Effective July 1, 2019, the retiree health savings plan will be employer funded by three quarters of one percent (0.75%) of base earnings contributed by the CITY, one half of one percent (.50%) contribution by the employees and by the annual sick leave payout as described in Article 24.

ARTICLE 40 **COMBINED DENTAL AND VISION INSURANCE**

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

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

40.3 Effective January 1, 2014 adult children up to age 26 shall be permitted coverage under combined dental and vision insurance without proof of student status.

40.4 Part-time Employees

Part-time employees may elect to enroll in the combined dental and vision care insurance coverage and the CITY will contribute the percentage of the premium equaling the authorized position full-time equivalent (FTE) toward the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employees do not elect coverage, no cash payment will be made in lieu of the insurance. Part-time employees shall participate in accordance with guidelines set forth by Human Resources.

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

ARTICLE 41 **LIFE INSURANCE**

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

41.2 Basic: The CITY shall provide \$50,000 term life insurance and accidental death and dismemberment for each full-time and part-time employee:

41.3 Supplemental: An additional amount, up to the \$200,000 may be purchased at the cost of the employee through a payroll deduction program.

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

41.3.2 Optional spouse or qualified domestic partner life insurance up to \$50,000 (but no more than ½ of the supplemental amount purchased on the employee) may be purchased through payroll deduction.

ARTICLE 42 **DEPENDENT LIFE INSURANCE**

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

ARTICLE 43 **DISABILITY INSURANCE**

Long Term Disability Insurance

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

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

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

Short Term Disability Insurance

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

43.2.1 The major components of the plan are:

- Benefit period to age 65;
- 55% of insured earnings;
- \$1,500 maximum weekly benefit;
- \$25 minimum weekly benefit; and
- Elimination period of 8 days.

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

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

ARTICLE 44 **DEPENDENT CARE ASSISTANCE PROGRAM**

The CITY shall provide a Dependent Care Assistance Program (flexible spending account Section 125) consistent with State and Federal law.

ARTICLE 45 **ADDITIONAL INSURANCE PLANS**

The CITY shall deduct premium costs from 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 46 **MISCELLANEOUS RETIRED EMPLOYEES HEALTH INSURANCE**

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

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

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

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

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

ARTICLE 47 RETIREMENT

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

47.2 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.

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

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

| | | | |
|--|--|---|--|
| | | PERS (or reciprocal) agency within the last six months | |
|--|--|---|--|

47.4 Effective January 1, 2013, new members as described in Article 48.2 shall pay half the normal cost of the retirement benefits which is currently six and one-quarter percent (6.25%) of reportable compensation for member contributions under CalPERS for Miscellaneous Employees. Contribution of half the normal cost shall be determined by the Annual CalPERS valuation. In accordance with PEPRAs 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.

47.5 Effective July 12, 2015, each bargaining unit member shall pay, through payroll deduction, an additional 1.5% of PERSable compensation toward the CITY’S normal cost of pension benefits for a total PERS contribution of 9.5% for classic members in tier 1 and tier 2, and 1.5% above the contribution rate set by CalPERS for PEPRAs tier 3 members. The election mandated by CalPERS was held and confirmed this member contribution of 1.5% of PERSable compensation.

47.6 The history of PERS retirement formulas is listed below:

3% at 60 formula effective May 4, 2003.

2% at 55 formula effective January 1, 1992.

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

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

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

ARTICLE 48 **PAYMENT FOR 3% AT 60**

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

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

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

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

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

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

ARTICLE 49 **MILITARY, PEACE CORP AND VISTA BUY BACK**

An employee may buy back the employee's Military Service, Peace Corps or AmeriCorps Volunteers in Service to America (VISTA) service as provided by the Government Code.

ARTICLE 50 **PERS "PICK-UP"**

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 51 **DISCIPLINE FOR FLSA EXEMPT EMPLOYEES**

Personnel Rules and Regulations set forth the CITY's disciplinary procedures. These Rules and Regulations are incorporated by reference in Article 10 of this document.

For FLSA exempt employees, progressive discipline may consist of one (1) or more written reprimands, suspension of one (1) or more full days, demotion or termination.

ARTICLE 52 **MANAGEMENT SALARY PLAN AND PERFORMANCE**
EVALUATION SYSTEM

All Management classifications shall be included in a Management Salary Plan and Performance Evaluation System as established and administered by the City Manager.

ARTICLE 53 **SALARY SCHEDULE**

53.1 Effective the first full pay period after July 1, 2017, all unit employees shall receive a three percent (3%) Cost of Living adjustment (COLA).

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

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

. A current salary schedule can be found at:

<http://srcity.org/DocumentCenter/View/1213>

ARTICLE 54 UNIFORMS

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

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

54.3 Annually, each Department will receive a list of employees and identify, in writing, those employees requiring an allowance for jeans. Each fiscal year the CITY shall provide an allowance for the purchase of jeans for those employees. The annual allowance shall be one hundred ninety dollars (\$190) paid by the 1st of November. The allowance for jeans is paid in advance and is pro-rated for new employees in accordance with Finance Department – Payroll Policy 9201.

54.4 The CITY shall provide a uniform allowance for the Records Supervisors assigned at the Police Department.

54.4.1 Upon appointment to Records Supervisor, a previously non-uniformed employee will receive a uniform allowance during their first month of employment and annually thereafter during the month of August. In no case shall the employee receive this uniform allowance more than once in a fiscal year.

54.4.2 Normally employees are expected to wear the uniform while at work and shall be responsible for their purchase, maintenance and replacement in accordance with CITY policies.

54.4.3 The annual uniform allowance shall be five hundred and fifty dollars (\$550.00).

54.4.4 When not in uniform, Supervisors will follow the established Police Department Uniform Policy I-19, or General Order U-02 (Non-Uniformed Employee Attire Standards), Section IV.

ARTICLE 55 **SAFETY**

55.1 The CITY agrees to provide a safe place to work consistent with the requirements to conduct efficient operations.

55.2 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 Department will receive a list of employees and identify, in writing, those employees requiring safety footwear.

55.2.1 Employees shall wear the footwear while at work and shall be responsible for the purchase, maintenance and replacement in accordance with CITY policies.

55.2.2 The annual footwear allowance shall be two hundred and fifty dollars (\$250) and paid during the month of August.

55.3 Employees required to wear safety toe footwear that meets ANSI guidelines shall receive an additional fifteen dollars (\$15).

55.4 The CITY shall provide other required safety equipment as needed.

ARTICLE 56 **ACTING PAY**

Acting pay shall be available to Unit employees as set forth in the CITY's Personnel Rules.

ARTICLE 57 **ON CALL CIVILIAN POLICE EMPLOYEES**

Effective July 10, 2016, employees in the classifications of Police Communications Supervisor and Records Supervisor assigned by the Police Chief to "on-call" duty shall be paid \$95 per 24 hour period as assigned.

ARTICLE 58 **WEEKEND CREW SUPERVISORY PAY**

The employee assigned and actively working as the Utilities Systems Supervisor, on the weekend crew, shall receive an additional five percent (5%) of base monthly salary for weekend shift differential pay.

ARTICLE 59 **SUBDIVISION MAP SIGNING PAY**

Employees in the class of Supervising Engineer who are assigned in writing by the Department Head to the ongoing responsibility for final signature of subdivision maps shall receive a premium pay of up to 5% above his/her current salary rate.

ARTICLE 60 **BILINGUAL PAY**

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

ARTICLE 61 **SUPERVISORY DIFFERENTIAL**

Upon request, the CITY will review the pay differential between specified supervisory and subordinate positions.

ARTICLE 62 **ASSOCIATION / MANAGEMENT MEETINGS**

The Parties agree to meet quarterly to discuss matters of mutual interest.

The ASSOCIATION may bring a reasonable number of representatives as agreed upon in advance with the CITY.

The agenda shall be prepared by the CITY after discussion with the ASSOCIATION.

ARTICLE 63 **CLASSIFICATION AND COMPENSATION STUDY PROCESS**

63.1 The parties will meet and confer beginning no later than January 2018 to discuss modifications to the City's "Classification & Compensation Study Request" process.

ARTICLE 64 **ASSOCIATION RELEASE TIME**

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

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

64.3 The ASSOCIATION President shall designate the employees who may use paid ASSOCIATION Leave time.

ARTICLE 65 **STAFF DEVELOPMENT AND WELLNESS**

65.1 The City and Unit 18 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 66 **WORK CURTAILMENT** 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, 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.

EXHIBIT A
LIST OF UNIT CLASSIFICATIONS

| | |
|--|---------------------------------------|
| Accounting Services Supervisor | Police Technical Services Division |
| Administrative Analyst | Manager |
| Administrative Services Officer | Police Information Technology Manager |
| Administrative Support Supervisor | Program Manager-VPP |
| Administrator - City Attorney's Office | Purchasing Agent |
| Biosolids Coordinator | Quality Assurance Coordinator |
| Chief Building Official | Records Supervisor |
| Communications Supervisor ++ | Recreation Superintendent |
| Deputy Director – CD & Planning | Recreation Supervisor |
| Deputy Director - Engineering Services | Revenue Manager |
| Deputy Director - Environmental Services | Revenue Operations Supervisor |
| Deputy Director - Field Services | Right of Way Agent |
| Deputy Director - Local Utilities | Safety & Training Coordinator |
| Operations | Senior Water Resources Planner |
| Deputy Director - Parks | Sonoma County Public Safety |
| Deputy Director – Recreation | Administrator |
| Deputy Director – TPW Traffic | Street Maintenance Superintendent |
| Deputy Director - Transit | Streets Crew Supervisor ++ |
| Deputy Director - Utilities Operations | Supervising Accountant |
| Deputy Director – Utilities Administration | Supervising Engineer |
| Deputy Director – Water and Engineering | Supervising Land Surveyor |
| Resources | Supervising Planner |
| Development Review Coordinator | Sustainability Coordinator |
| Emergency Preparedness Coordinator | Transit Field Supervisor |
| Environmental Compliance Supervisor | Transit Planner |
| Facilities Crew Supervisor | Transit Superintendent |
| Facilities Maintenance Coordinator | Transportation Planner |
| Financial Analyst | Treatment Shift Supervisor |
| Fleet Maintenance Supervisor | Utility Project Development Manager |
| Fleet Superintendent | Utility System Superintendent |
| Geysers Operations & Maintenance | Utility System Supervisor |
| Coordinator | Utilities Mechanical Superintendent |
| Housing and Community Services | Wastewater Treatment Superintendent |
| Manager | Wastewater Treatment Supervisor |
| Information Technology Section Manager | Water Quality Supervisor |
| Information Technology Supervisor | |
| Laboratory Supervisor | |
| Marketing and Outreach Coordinator | |
| Park Maintenance Superintendent | |
| Parking Manager | |
| Parking Supervisor | |
| Parks Crew Supervisor | |
| Permit Intake Manager | |
| Police Personnel Supervisor | |

++ Non-Exempt Employees

EXHIBIT B

| 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 | align="center">\$300 | | None |
| Deductible Per Family | None | align="center">\$900 (3 per family) | | None |
| Out of Pocket Maximum Per Person * | \$1,500 | \$1,500 | Not Applicable | \$1,500 |
| Out of Pocket Maximum Per Family * | \$3,000 | \$3,000 | Not Applicable | \$3,000 |
| Prescription Drug Benefit | KAISER | MEDCO | | MEDCO |
| 30 day supply | \$10 generic 50% co-payment for drugs to treat sexual dysfunction | \$5 generic/ \$20 brand/ \$50 non-formulary - Brand \$20 plus difference in cost over generic if generic readily available; Medically necessary only. 50% co-payment for drugs to treat sexual dysfunction | | \$10 generic/ \$25 brand ¹ / \$55 non-formulary - if medically necessary (plus difference in cost over generic if generic readily available) 50% co-payment for drugs to treat sexual dysfunction |
| Mail Order 90 days | \$10 generic 50% co-payment for drugs to treat sexual dysfunction | \$10/\$35/\$85 drugs to treat sexual dysfunction | 50% co-payment for | \$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 |

EXHIBIT B

| NAME OF PLAN | Kaiser HMO | City PPO | | City EPO |
|---|---|--|---|--|
| | Network Only | Participating Provider | Non-Participating Provider | Participating Provider Only |
| Preventive Care: ob/gyn w/pap, mammograms, colonoscopy (PPO/EPO), prostate screenings, and physicals PER SCHEDULE. Well baby and prenatal visits. | \$0 co-pay per visit (well-baby, prenatal) | \$0 copay per visit/ 100% other (per schedule) | 40% | \$0 copay |
| Physician Office Visits (for everything except preventive services) - mental health is paid the same as physical health | \$20 co-pay | \$20 copay | 40% | \$25 co-payment per visit |
| Lab & X-Ray (Diagnostic) | No Copay | 20% | 40% | \$25 copay |
| Emergency Services | \$75 co-payment per visit (Waived if admitted) | \$75 per visit for ER (Waived if admitted) | 40% | \$75 per visit for ER (Waived if admitted) |
| Ambulance | \$50 per trip | 20% | 40% | \$50 per trip |
| In Patient Hospital Services (includes room & board) and Physician Services | \$100 per admission | 20% for up to 120 days | 40% | 250 per admission |
| Out Patient Surgery Hospital | \$20 per procedure | 20% | 40% | 250 per admission |
| Skilled Nursing Facility | No charge up to 100 days per plan year | 20% Up to 60 days per confinement | 40% Up to 60 days per confinement | \$250 per admission - 100 days maximum per calendar year |
| Home Health Care | No Charge - up to 100 visits | 20% Up to 60 days per year | 20% Up to 60 days per year | No charge for the first 30 days - \$25 co-pay starting with 31st calendar day after 1st visit (up to 60 days per year) |
| Physical, Speech and Occupational Therapy | \$20 co-payment per visit for short-term physical, speech and occupational when prescribed by a Kaiser physician and when significant improvement is expected within 2 months | 20% | 40% | Inpatient or Outpatient - \$25 copay |
| Maternity Coverage | \$0 co-payment for prenatal visits- \$100 hospital charge | Prenatal - \$0 office visit co-pay hospitalization - 20%/80% | 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 |

EXHIBIT B

| EXHIBIT B | | | | |
|---------------------------|--|---|--------------------------------------|---------------------------------------|
| NAME OF PLAN | Kaiser HMO | City PPO | | City EPO |
| | Network Only | Participating Provider | Non-Participating Provider | Participating Provider Only |
| Vision | \$20 co-pay per visit including routine eye exam (Eyewear not incl.) | 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 C - VISION AND DENTAL INSURANCE PLANS

DENTAL INSURANCE

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

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

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

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

VISION INSURANCE

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

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

ARTICLE 67 **RECOMMENDATION**

The CITY's Meet and Confer Committee shall recommend the ratification of this Agreement to the City Council and the ASSOCIATION's President and Meet and Confer Committee shall recommend the ratification of this Agreement to the employees in the CITY's Unit #18 – Miscellaneous Mid-Management.

Meet and Confer Committee

Meet and Confer Committee

SANTA ROSA MANAGEMENT
ASSOCIATION

CITY OF SANTA ROSA

Jennifer Burke Date
President, SRMA

golbou ghassemieh Date
Human Resources Director

Denis Shakespeare Date
SRMA

Gina Giomi Date
SRMA

Leffler Brown Date
SRMA

Cathy Haralson Date
SRMA

RATIFICATION

Ratified:
Santa Rosa Management Association

Ratified:
City of Santa Rosa

By: _____
Jennifer Burke, President Date
, Mayor Date

By: _____
John Sawyer