

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, ~~2021-2024~~ THROUGH JUNE 30, ~~2024~~2027

Exhibit "A" to Resolution No. ~~RES-2021-196~~

TABLE OF CONTENTS

ARTICLE 1	DESIGNATION OF THE PARTIES	77
ARTICLE 2	RECOGNITION	77
ARTICLE 3	AUTHORIZED AGENTS.....	77
ARTICLE 4	SEVERABILITY	88
ARTICLE 5	FULL UNDERSTANDING, MODIFICATION, WAIVER	88
ARTICLE 6	TERM.....	99
ARTICLE 7	RENEGOTIATIONS	99
ARTICLE 8	DEFINITIONS	99
ARTICLE 9	MUTUAL RESPONSIBILITY	1040
ARTICLE 10	RULES AND REGULATIONS	1040
ARTICLE 11	EMPLOYEE AND ASSOCIATION RIGHTS	1040
ARTICLE 12	CITY RIGHTS	1144
ARTICLE 13	PAYROLL DEDUCTION.....	1242
ARTICLE 14	HOLIDAYS.....	1444
ARTICLE 15	HOLIDAY PAY	1545
ARTICLE 16	HOLIDAYS – TRANSIT SUPERINTENDENT & TRANSIT FIELD SUP.	1646
ARTICLE 17	HOLIDAYS – TREATMENT SHIFT SUP. & COMMUNICATION SUP. ...	1646
ARTICLE 18	HOLIDAYS – CIVILIAN POLICE MANAGEMENT	1646
ARTICLE 19	VACATION LEAVE	1747
ARTICLE 20	MANAGEMENT VACATION “SELL BACK” PROGRAM	1747
ARTICLE 21	SICK LEAVE	1848
ARTICLE 22	SICK LEAVE – INITIAL PROBATIONARY PERIOD	1949
ARTICLE 23	SICK LEAVE – FAMILY ILLNESSES	2020
ARTICLE 24	SICK LEAVE – RETIREMENT BUYBACK.....	2020
ARTICLE 25	SICK LEAVE DEATH BENEFIT	2124
ARTICLE 26	CATASTROPHIC LEAVE	2222
ARTICLE 27	INDUSTRIAL INJURY OR ILLNESS LEAVE	2323
ARTICLE 28	BEREAVEMENT LEAVE	2525
ARTICLE 29	MILITARY LEAVE.....	2525
ARTICLE 30	JURY LEAVE	2626
ARTICLE 31	LEAVE OF ABSENCE.....	2626
ARTICLE 32	WORK SCHEDULE – NON-EXEMPT EMPLOYEES.....	2727
ARTICLE 33	OVERTIME	2929
ARTICLE 34	CALL BACK - NON-EXEMPT EMPLOYEES	2929
ARTICLE 35	ADMINISTRATIVE LEAVE	3030
ARTICLE 36	COMMUNITY INVOLVEMENT.....	3030
ARTICLE 37	INSURANCE PROGRAMS.....	3030
ARTICLE 38	HEALTH INSURANCE	3030
ARTICLE 39	RETIREE HEALTH SAVINGS PLAN	3232
ARTICLE 40	COMBINED DENTAL AND VISION INSURANCE.....	3333
ARTICLE 41	LIFE INSURANCE	3434
ARTICLE 42	DEPENDENT LIFE INSURANCE	3434
ARTICLE 43	DISABILITY INSURANCE	3535
ARTICLE 44	DEPENDENT CARE ASSISTANCE PROGRAM	3535
ARTICLE 45	ADDITIONAL INSURANCE PLANS.....	3535
ARTICLE 46	MISCELLANEOUS RETIRED EMPLOYEES HEALTH INSURANCE ...	3535

ARTICLE 47	RETIREMENT	3636
ARTICLE 48	PAYMENT FOR 3% AT 60	3838
ARTICLE 49	MILITARY, PEACE CORP AND VISTA BUY BACK	3838
ARTICLE 50	PERS "PICK-UP"	3939
ARTICLE 51	DISCIPLINE FOR FLSA EXEMPT EMPLOYEES	3939
ARTICLE 52	SALARY STEP PROGRESSION	3939
ARTICLE 53	SALARY SCHEDULE	3939
ARTICLE 54	UNIFORMS.....	4141
ARTICLE 55	SAFETY	4242
ARTICLE 56	ACTING AND OUT-OF-CLASS PAY	4343
ARTICLE 57	ON CALL CIVILIAN POLICE EMPLOYEES	4343
ARTICLE 58	WEEKEND CREW SUPERVISORY PAY.....	4444
ARTICLE 59	SUBDIVISION MAP SIGNING PAY	4444
ARTICLE 60	BILINGUAL PAY.....	4444
ARTICLE 61	SUPERVISORY DIFFERENTIAL	4444
ARTICLE 62	ASSOCIATION / MANAGEMENT MEETINGS.....	4444
ARTICLE 63	ASSOCIATION RELEASE TIME	4545
ARTICLE 64	WELLNESS	4545
ARTICLE 65	WORK CURTAILMENT	4646
EXHIBIT A	47
47		
EXHIBIT B	VISION AND DENTAL INSURANCE PLANS.....	4848
ARTICLE 66	RECOMMENDATION	5050
RATIFICATION	52
52		
ARTICLE 1	DESIGNATION OF THE PARTIES	4
ARTICLE 2	RECOGNITION.....	4
ARTICLE 3	AUTHORIZED AGENTS	4
ARTICLE 4	SEVERABILITY	4
ARTICLE 5	FULL UNDERSTANDING, MODIFICATION, WAIVER.....	5
ARTICLE 6	TERM.....	6
ARTICLE 7	RENEGOTIATIONS	6
ARTICLE 8	DEFINITIONS	6
ARTICLE 9	MUTUAL RESPONSIBILITY.....	7
ARTICLE 10	RULES AND REGULATIONS.....	7
ARTICLE 11	EMPLOYEE AND ASSOCIATION RIGHTS.....	7
ARTICLE 12	CITY RIGHTS	8
ARTICLE 13	PAYROLL DEDUCTION	9
ARTICLE 14	HOLIDAYS	11
ARTICLE 15	HOLIDAY PAY	12
ARTICLE 16	HOLIDAYS – TRANSIT SUPERINTENDENT AND TRANSIT FIELD SUPERVISOR	12
ARTICLE 17	HOLIDAYS – TREATMENT SHIFT SUPERVISOR AND COMMUNICATION SUPERVISOR	13
ARTICLE 18	HOLIDAYS – CIVILIAN POLICE MANAGEMENT	13
ARTICLE 19	VACATION LEAVE	13
ARTICLE 20	MANAGEMENT VACATION "SELL BACK" PROGRAM	14
ARTICLE 21	SICK LEAVE	15

ARTICLE 22	SICK LEAVE – INITIAL PROBATIONARY PERIOD.....	16
ARTICLE 23	SICK LEAVE – FAMILY ILLNESSES.....	16
ARTICLE 24	SICK LEAVE – RETIREMENT BUYBACK.....	17
ARTICLE 25	SICK LEAVE DEATH BENEFIT.....	18
ARTICLE 26	CATASTROPHIC LEAVE.....	18
ARTICLE 27	INDUSTRIAL INJURY OR ILLNESS LEAVE.....	20
ARTICLE 28	BEREAVEMENT LEAVE.....	21
ARTICLE 29	MILITARY LEAVE.....	22
ARTICLE 30	JURY LEAVE.....	22
ARTICLE 31	LEAVE OF ABSENCE.....	22
ARTICLE 32	WORK SCHEDULE – NON-EXEMPT EMPLOYEES.....	23
ARTICLE 33	OVERTIME.....	25
ARTICLE 34	CALL BACK – NON-EXEMPT EMPLOYEES.....	26
ARTICLE 35	ADMINISTRATIVE LEAVE.....	26
ARTICLE 36	COMMUNITY INVOLVEMENT.....	26
ARTICLE 37	INSURANCE PROGRAMS.....	27
ARTICLE 38	HEALTH INSURANCE.....	27
ARTICLE 39	RETIREE HEALTH SAVINGS PLAN.....	29
ARTICLE 40	COMBINED DENTAL AND VISION INSURANCE.....	30
ARTICLE 41	LIFE INSURANCE.....	30
ARTICLE 42	DEPENDENT LIFE INSURANCE.....	31
ARTICLE 43	DISABILITY INSURANCE.....	31
ARTICLE 44	DEPENDENT CARE ASSISTANCE PROGRAM.....	31
ARTICLE 45	ADDITIONAL INSURANCE PLANS.....	31
ARTICLE 46	MISCELLANEOUS RETIRED EMPLOYEES HEALTH INSURANCE.....	31
ARTICLE 47	RETIREMENT.....	32
ARTICLE 48	PAYMENT FOR 3% AT 60.....	34
ARTICLE 49	MILITARY, PEACE CORP AND VISTA BUY BACK.....	34
ARTICLE 50	PERS “PICK UP”.....	35
ARTICLE 51	DISCIPLINE FOR FLSA EXEMPT EMPLOYEES.....	35
ARTICLE 52	SALARY STEP PROGRESSION.....	35
ARTICLE 53	SALARY SCHEDULE.....	35
ARTICLE 54	UNIFORMS.....	36
ARTICLE 55	SAFETY.....	37
ARTICLE 56	ACTING AND OUT-OF-CLASS PAY.....	38
ARTICLE 57	ON CALL CIVILIAN POLICE EMPLOYEES.....	39
ARTICLE 58	WEEKEND CREW SUPERVISORY PAY.....	39
ARTICLE 59	SUBDIVISION MAP SIGNING PAY.....	39
ARTICLE 60	BILINGUAL PAY.....	39
ARTICLE 61	SUPERVISORY DIFFERENTIAL.....	39
ARTICLE 62	ASSOCIATION / MANAGEMENT MEETINGS.....	40
ARTICLE 63	ASSOCIATION RELEASE TIME.....	40
ARTICLE 64	WELLNESS.....	40
ARTICLE 65	WORK CURTAILMENT.....	41
ARTICLE 66	RECOMMENDATION.....	45
RATIFICATION	46	
ARTICLE 1	DESIGNATION OF THE PARTIES.....	4
ARTICLE 2	RECOGNITION.....	4
ARTICLE 3	AUTHORIZED AGENTS.....	4
ARTICLE 4	SEVERABILITY.....	4
ARTICLE 5	FULL UNDERSTANDING, MODIFICATION, WAIVER.....	5
ARTICLE 6	TERM.....	5

ARTICLE 7	RENEGOTIATIONS	6
ARTICLE 8	DEFINITIONS	6
ARTICLE 9	MUTUAL RESPONSIBILITY	6
ARTICLE 10	RULES AND REGULATIONS	7
ARTICLE 11	EMPLOYEE AND ASSOCIATION RIGHTS	7
ARTICLE 12	CITY RIGHTS	8
ARTICLE 13	PAYROLL DEDUCTION	8
ARTICLE 14	HOLIDAYS	10
ARTICLE 15	HOLIDAY PAY	11
ARTICLE 16	HOLIDAYS – TRANSIT SUPERINTENDENT AND TRANSIT FIELD SUPERVISOR	12
ARTICLE 17	HOLIDAYS – TREATMENT SHIFT SUPERVISOR AND COMMUNICATION SUPERVISOR	12
ARTICLE 18	HOLIDAYS – CIVILIAN POLICE MANAGEMENT	12
ARTICLE 19	VACATION LEAVE	12
ARTICLE 20	MANAGEMENT VACATION “SELL BACK” PROGRAM	13
ARTICLE 21	SICK LEAVE	14
ARTICLE 22	SICK LEAVE – INITIAL PROBATIONARY PERIOD	15
ARTICLE 23	SICK LEAVE – FAMILY ILLNESSES	15
ARTICLE 24	SICK LEAVE – RETIREMENT BUYBACK	16
ARTICLE 25	SICK LEAVE DEATH BENEFIT	17
ARTICLE 26	CATASTROPHIC LEAVE	17
ARTICLE 27	INDUSTRIAL INJURY OR ILLNESS LEAVE	19
ARTICLE 28	BEREAVEMENT LEAVE	21
ARTICLE 29	MILITARY LEAVE	21
ARTICLE 30	JURY LEAVE	21
ARTICLE 31	LEAVE OF ABSENCE	21
ARTICLE 32	WORK SCHEDULE – NON-EXEMPT EMPLOYEES	22
ARTICLE 33	OVERTIME	23
ARTICLE 34	CALL BACK - NON-EXEMPT EMPLOYEES	24
ARTICLE 35	ADMINISTRATIVE LEAVE	24
ARTICLE 36	COMMUNITY INVOLVEMENT	24
ARTICLE 37	INSURANCE PROGRAMS	24
ARTICLE 38	HEALTH INSURANCE	25
ARTICLE 39	RETIREE HEALTH SAVINGS PLAN	26
ARTICLE 40	COMBINED DENTAL AND VISION INSURANCE	27
ARTICLE 41	LIFE INSURANCE	27
ARTICLE 42	DEPENDENT LIFE INSURANCE	28
ARTICLE 43	DISABILITY INSURANCE	28
ARTICLE 44	DEPENDENT CARE ASSISTANCE PROGRAM	29
ARTICLE 45	ADDITIONAL INSURANCE PLANS	29
ARTICLE 46	MISCELLANEOUS RETIRED EMPLOYEES HEALTH INSURANCE	29
ARTICLE 47	RETIREMENT	30
ARTICLE 48	PAYMENT FOR 3% AT 60	32
ARTICLE 49	MILITARY, PEACE CORP AND VISTA BUY BACK	32
ARTICLE 50	PERS “PICK UP”	32
ARTICLE 51	DISCIPLINE FOR FLSA EXEMPT EMPLOYEES	33
ARTICLE 52	MANAGEMENT SALARY PLAN AND PERFORMANCE EVALUATION SYSTEM	33
ARTICLE 53	SALARY SCHEDULE	33
ARTICLE 54	UNIFORMS	34

ARTICLE 55	SAFETY	35
ARTICLE 56	ACTING PAY	35
ARTICLE 57	ON CALL CIVILIAN POLICE EMPLOYEES	35
ARTICLE 58	WEEKEND CREW SUPERVISORY PAY	35
ARTICLE 59	SUBDIVISION MAP SIGNING PAY	36
ARTICLE 60	BILINGUAL PAY	36
ARTICLE 61	SUPERVISORY DIFFERENTIAL	36
ARTICLE 62	ASSOCIATION / MANAGEMENT MEETINGS	36
ARTICLE 63	ASSOCIATION RELEASE TIME	36
ARTICLE 64	WELLNESS	37
ARTICLE 65	WORK CURTAILMENT	37
ARTICLE 66	RECOMMENDATION	43
RATIFICATION	44

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 of competent jurisdiction, then either party has the right to make a written request to the other party to negotiate a replacement for the portion of the Agreement that was negated. Such written request shall be served upon the other party within thirty (30) days of the effective date of the legislation or decision by the court. Such negotiation shall be completed within thirty (30) days of the 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, ~~2024~~2024, except as otherwise specifically provided herein, and shall terminate at twelve (12) midnight Pacific Daylight Savings time on June 30, ~~2024~~2027.

ARTICLE 7 **RENEGOTIATIONS**

Formal negotiations for a successor Agreement shall commence no later than. March 15, ~~2024~~2027.

ARTICLE 8 **DEFINITIONS**

- 8.1. The term "CITY" shall mean the City of Santa Rosa.
- 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 (as defined in Article 5), 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

Dues Deduction

The City shall deduct from the pay of Association members, the amount of dollars certified by the Association including any periodic membership dues and any special membership assessments as may be specified by the Association as properly certified.

The pro-rated monthly deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Association office, or their designated agent, 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, and Association-prepared payroll deduction authorization forms. At the time of the employing City department's orientation, the employing City department shall identify the Association 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.

Payroll deductions shall be made bi-weekly and special assessments and penalties when assessed. However, the initial deduction for any employee shall not begin until certified by the Association- 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 certified to the City at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

Monthly Bargaining Unit Report:

The City of Santa Rosa shall provide the Association a Bargaining Unit Report in electronic malleable format on a monthly basis of all current employees covered by this Agreement, which shall include each employee's:

- Full Name

- Job Title
- Department
- Membership Status
- Work Location (where the member works, not just their mailing address)
- Work phone number
- Personal phone number
- Home address
- Personal Email, if available

New Employee Orientation:

A. The City of Santa Rosa conducts monthly or bi-monthly On-Boarding training for all newly hired employees. All new employees are required to attend On-boarding.

B. The City agrees that each newly hired employee shall be scheduled for a thirty (30) minute in-person on-boarding meeting, as small as one individual with the Association during the scheduled monthly or bi-monthly On-Boarding training, during regular working hours and onsite without loss in compensation.

C. The City shall grant the Association designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct these meetings.

D. The City representative(s) shall be absent from the room during any sessions, meeting or trainings conducted by the Association, with newly hired Employees.

E. The City shall provide the Association with at least ten (10) days' notice of any scheduled On-Boarding sessions and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the On-Boarding meeting.

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, Water and Police Departments, shall receive the following ~~thirteen~~fourteen ~~(14)(13)~~ 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
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19</u>
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

14.2 Floating Holidays will be credited at the start of each fiscal year and 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.~~

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

14.32.2 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 (24 hours).

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

14.2.4 Floating Holiday hours have no cash value and will not be paid out at separation from employment.

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

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 Holidays shall be recognized within the workweek (Sunday through Saturday) during which they fall. If the holiday falls on an employee's Regular Day Off (RDO), the employee will normally recognize the holiday on the immediately preceding workday unless that would cause it to fall into a different workweek (Sunday through Saturday), in which case it will normally be recognized on the workday immediately following the holiday.

However, an employee and their supervisor may agree to recognize a holiday which falls on an RDO on any regular workday in the same workweek (Sunday through Saturday). 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 (3) consecutive days off, shall observe the preceding work day when a holiday falls on the first day off. If the holiday falls on either of the last two (2) days off, the following work day shall be observed. If the holiday falls on a single regular day off, the following day shall be observed.—~~

~~15.6—~~ 15.4 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 department head 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 accruals as set forth below.

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

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

20.1.2. There will be an open enrollment period in December of the preceding calendar year during which each bargaining unit member must make an irrevocable election to “sell back” vacation accrual in the following calendar year, up to eighty (80) hours (prorated based on FTE allocation) of vacation providing he/she has eighty (80) hours of vacation remaining after the sell back. The number of hours that the bargaining unit member will sell back must be indicated at that time. Failure to submit an irrevocable election form shall be the same as electing not to sell back vacation leave.

20.1.2.1 The sell back must be made by the first paycheck in December of the following year. A bargaining unit member who has elected to sell back vacation but has not done so by the first paycheck in December, will be automatically cashed out for the number of hours elected (subject to the limits of Article 20.1.1) on the second paycheck in December.

ARTICLE 21 SICK LEAVE

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

HOURS EARNED
MONTHLY
8

HOURS EARNED
ANNUALLY
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 ~~is not a discretionary leave like vacation~~~~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 as authorized by State law or for medical or healthcare appointments. No punitive actions shall be imposed on employees for taking justifiable sick leave.

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

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

~~1. Participating in a criminal act.~~

21. Working for an employer other than the CITY.

32. During vacation unless the employee's illness resulted in the cancelation of pre-planned travel or the employee was confined to a hospital or other fixed location under written doctor's orders.

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

54. 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 20965.

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, or any other person provided by State law.

_____ 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 or 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 leave, 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 three hundred forty (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

27.1 CITY Supplemental Workers' Compensation Plan

This plan supplements the State plan and provides:

27.1.1 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.

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

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

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

27.1.5 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.

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

27.1.7 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.

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

27.2 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:

27.2.1 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.

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

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

27.2.4 No regular CITY salary shall be paid.

27.2.5 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.

27.2.6 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.

27.2.7 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

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

[28.2](#) [Employees shall be allowed at least five \(5\) workdays off for bereavement leave. Employees may supplement the paid bereavement leave in Section 28.1 with accrued leave \(including vacation or sick leave\) to reach a total of five \(5\) workdays of bereavement leave.](#)

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 does 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 Chapter 2 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 (3) 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 one hundred and sixty eight (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 (one hundred and sixty eight (168) hours in length) shall begin exactly four (4) hours after the start time of his or her scheduled eight (8) 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.

32.7 Minimum Rest Period

32.7.1 If a non-exempt employee works a shift that requires overtime or a callback (not occurring from Standby assignment), and as a result, finishes work less than eight (8) hours before the start of their following regularly scheduled shift, the employee shall be entitled to an eight (8) hour rest period before returning to work. If any portion of the required rest period extends into the employee's normal work shift, the employee will be released from work and paid at their regular straight time pay rate during the required rest period. Employees will use the payroll code for Rest Leave for this time.

For instance, if an employee was called back in or had to work overtime and finished their shift at 2 a.m., but their next scheduled shift was at 6 a.m., the employee would be required to report to work at 10 a.m. and would be paid at their straight time hourly rate for the four (4) hours of Rest Leave from the start of their shift until 10 a.m.

32.7.2 Employees that are (1) being paid on call or standby or (2) are assigned on call or standby are excluded from minimum rest period as they are already being compensated for that assignment.

32.7.3 The Minimum Rest Period in this Section shall not apply in the case of scheduled shift changes, so long as twenty-four (24) hours' notice is provided, or in the case of a declared disaster. However, employees working in the Emergency Operations Center or Disaster Operations Center during a declared disaster shall be entitled to an eight (8) hour rest period prior to returning to work at the conclusion of the declared disaster.

Example: Employee A and Employee B are both assigned to work in the EOC and both have a regular work shift beginning at 8 a.m. Monday through Friday. Both are working at the EOC on Monday. Employee A leaves at 7 p.m. and Employee B continues to work until the EOC closes at 6 a.m. on Tuesday. Employee A will report to work at their

[regular start time of 8:00 a.m. on Tuesday \(13 hours after the end of their work at the EOC\) but Employee B will be excused from work until 2 p.m. Tuesday \(8 hours after being released from the EOC\). Employee B will code the rest period which occurs during their normal work shift as Rest Leave.](#)

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.

[33.4 CalPERS' definition of pensionable compensation excludes overtime and additional payments for work "in excess of the hours of work considered normal for employees on a full-time basis."](#)

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) hour minimum 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 below.

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.

38.1 Employees shall have access to medical plans offered by Teamsters Local 856 Health Trust, Anthem EPO (grandfathered), Anthem PPO and Kaiser) Employee contributions toward the monthly health insurance premium shall be as follows:

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

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

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

d) Deductions occur semi-monthly. Current contributions can be found on the Benefits 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 Plan	Medium Cost Plan	% Over	Highest Cost Plan	% Over
Single	\$487	\$508	4.3%	\$584	19.9%
Double	\$994	\$1,032	3.8%	\$1,192	19.9%
Family	\$1,311	\$1,449	10.5%	\$1,666	27.1%

Average Premium Difference			6.20%		22.30%
Percentage of Premium Employee Would Pay	12.50%	15%		20%	

38.3 Health Insurance

Regular-hire full-time and part-time employees working at least 20 hours/week or more are eligible to participate in health insurance plans, and the City will contribute a percentage of the amount equaling the bargaining unit member's authorized position full-time equivalent (FTE) towards the selected coverage. Part-time employees will be responsible for the balance of premiums through payroll deductions. If employee waives coverage, no cash payment will be made in lieu of the insurance.

All eligible employees must enroll in medical insurance coverage unless the employee requests a waiver of coverage from the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other minimum essential group coverage. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify the Human Resources Department and enroll in a City sponsored health insurance program within 30 (thirty) days after termination of such coverage.

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%) of base earnings contributed by employees and by the annual sick leave payout as described in Article 24.

39.3 Effective the first full pay period following July 1, 2018, the City's contribution towards the retiree health savings plan shall increase by one quarter of one percent (0.25%), for a total City contribution of one half of one percent (0.50%). In addition, the retiree health savings plan will continue to be funded by one half of one percent (0.50%) of base earnings contributed by employees and by the annual sick leave payout as described in Article 24.

39.4 Effective the first full pay period following July 1, 2019, the City's contribution towards the retiree health savings plan shall increase by one quarter of one percent (0.25%), for a total City contribution of three quarters of one percent (0.75%). In addition, the retiree health savings plan will continue to be funded by one half of one percent (.50%) base earnings contributed by the employees, 50% of accrued vacation upon separation, and by the annual sick leave payout as described in Article 24.

39.5 Effective as soon as possible, the Parties will amend the RHS Plan document to eliminate the employee contribution of 50% of accrued vacation upon separation. Once the plan document is amended, employees will continue to contribute one half of one percent (.50%) base earnings and the annual sick leave payout as described in Article 24. The City contribution will be unchanged.

ARTICLE 40 COMBINED DENTAL AND VISION INSURANCE

40.1 The CITY shall offer employees and their eligible dependents a combined dental and vision insurance program. A summary description of the program is provided in the Employee Benefits Guide and on the Employee Benefits Website available at <https://flimp.live/CityofSantaRosa>.

40.2 The CITY shall contribute one hundred percent (100%) toward the premium for full-time employees.

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

40.4 The City will request that its broker report on potential options for the current dental program in the upcoming fiscal year 2025-2026 to assess network availability and utilization.

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: Additional voluntary term life and AD&D insurance may be purchased in increments of \$10,000 up to the allowed maximum as outlined in the plan documents by each employee at his/her cost through a payroll deduction system. Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier. Optional spouse or domestic partner life insurance may also be purchased in increments of \$10,000 up to the lesser of 100% of the employee benefit or the allowed maximum through payroll deduction. Proof of good health may be required for spouse or domestic partner life insurance subject to the rules of the insurance carrier. A description of benefits is available in the plan documents on the Employee Benefits Webpage

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

43.1 The City shall offer benefit eligible employees a short-term and long-term disability insurance program and pay the monthly premium costs during the term of the agreement. Effective as soon as possible, but no later than January 1, 2025, the short-term disability insurance program shall be expanded to include a paid family leave benefit. ~~The City will pay the monthly premium costs for short and long term disability insurance for benefit eligible employees during the term of this Agreement.~~ Description of benefits is available in the Plan documents on the Employee Benefits Webpage.

43.2 In the event any other group receives a new City-paid paid family leave benefit prior to January 1, 2025, that benefit will be extended to Unit 18 at the same time.

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 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. Participants and their spouse or domestic partner are required to enroll in Medicare when eligible and plans will become Medicare supplement and/or Medicare Advantage for enrollees.

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 if they enroll in other group minimum essential coverage, and submit a letter of request to the Teamsters Health Trust, that allows them a one-time option to re-enroll in the waived health plan within thirty (30) days of termination of that other employer provided insurance plan. Proof of other group minimum essential coverage will be required to exercise the one-time option to re-enroll in the waived retiree health plan. Surviving spouses of a retiree who dies may elect to continue per the rules of the plan.

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 PERS (or reciprocal) agency within the last six months	New members hired on/after January 1, 2013
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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 PEPRA half the normal cost shall change only if the normal cost identified in the Annual CalPERS valuation changes by one percent (1%) or more. Said contribution shall be made by the employee on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code.

47.5 Effective July 12, 2015, each bargaining unit member shall pay, through payroll deduction, an additional one and one half percent (1.5%) of PERSable compensation toward the CITY'S normal cost of pension benefits for a total PERS contribution of nine and one half percent (9.5%) for classic members in tier 1 and tier 2, and 1.5% above the contribution rate set by CalPERS for PEPRA tier 3 members. The election mandated by CalPERS was held and confirmed this member contribution of one and one half percent (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 #18. 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 two point four five percent (2.45%) due to pay toward the cost of the 3% at 60 retirement benefit.

Effective July 1, 2004, there shall be a two point four seven percent (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, two point four five percent (2.45%) effective July 1, 2003 and two point four seven percent (2.47%) effective July 1, 2004, the difference between the payment made from COLA on July 1, 2003 and the two point four five percent (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 two point four seven percent (2.47%) due plus all or any portion of the two point four five percent (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 two point four seven percent (2.47%) effective July 1, 2004, plus the remaining two point four five percent (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 two point nine two percent (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 SYSTEMS~~ SALARY STEP PROGRESSION**

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

~~Effective 3 pay period’s following Council approval divide~~Except for Trainee
positions within the Unit (which shall remain in ranges without steps), the salary range of
for all Unit 18 classifications into will have 5 equal steps. After the adoption of the 5 step
salary The City Managers Salary Plan will no longer apply to Unit 18 classifications and
Rule 5 section 3 of the Personnel Rules and Regulations will control merit increase procedures.

ARTICLE 53 SALARY SCHEDULE

53.1 ~~Effective November 7, 2021, all unit employees shall receive a three percent (3%) Cost of Living adjustment (COLA).~~General Salary Increases

53.1.1 Effective the pay period containing July 1, 2024,
employees shall receive a seven percent (7.0%) General Salary Increase.

53.1.2 Effective the first full pay period following July 1, 2025,
employees shall receive a four percent (4.0%) General Salary Increase.

53.1.3 Effective the first full pay period following July 1, 2026,
employees shall receive a four percent (4.0%) General Salary Increase.

~~53.2—Effective the first full pay period following April 1, 2022, all unit employees shall
receive a two and a half percent (2.5%) COLA.~~

~~53.3—Effective the first full pay period following July 1, 2023, all unit employees shall
receive a two and a half percent (2.5%) COLA.~~

~~53.4 Effective the end of the pay period following Council adoption all members shall
receive a one-time lump sum, non-pensionable payment of \$5,000.~~

~~A current salary schedule can be found at:~~

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

53.2 Market Equity Adjustments

53.2.1 2025-26 Fiscal Year

Effective the pay period following July 1, 2025, the City shall increase the base pay for
each classification which has a base wage more than ten percent (10%) below market
average using the data provided by the Final 2024 Gallagher Total Compensation Study
("Study"), by a percentage sufficient (after application of the 7% GSI in July 2024) to bring
the classification's base wage to ten percent (10%) below market average. However, no
classification will receive a market-based equity adjustment of more than five percent (5%).

In addition, each non-surveyed classification which is tied to a benchmark classification will
receive a base wage increase sufficient to maintain the differential recommended by the
Gallagher Study.

The market-based equity adjustment will be made in the same pay period as the four
percent (4%) GSI. Market-based equity adjustments are independent of the GSI and will
be implemented in an additive (non-compounded) fashion.

Example A. The 2024 Gallagher Study data shows Classification A to have a base wage of
twenty percent (20%) below market average. Effective the pay period following July 1,

2025, Classification A will receive a Market Equity Increase of three percent (3%) (i.e., $20\%-7\%-10\% = 3\%$) plus the four percent (4%) GSI for a total of seven percent (7%).

Example B. The 2024 Gallagher Study data shows Classification B to have a base wage of fifteen percent (15%) below market average. Classification B will not receive a Market Equity Increase in July 2025 (i.e., $15\%-7\%-10\% < 0\%$).

Example C. The 2024 Gallagher Study data shows Classification C to have a base wage of twenty-seven percent (27%) below market average. Effective the pay period following July 1, 2025, Classification C will receive a Market Equity Increase of five percent (5%) (i.e., $27\%-7\%-10\% = 10\%$) plus the four percent (4%) GSI for a total of nine percent (9%).

53.2.2 2026-27 Fiscal Year

Effective the first quarter of 2026, this MOU will re-open on the subject of market-based equity increases, and the Parties will meet and confer over additional equity adjustments to be effective the first full pay period following July 1, 2026.

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 AND OUT-OF-CLASS PAY

~~Acting pay shall be available to Unit employees as set forth in the CITY's Personnel Rules and Regulations.~~56.1 A unit member temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Acting Pay under this article unless otherwise specifically provided for elsewhere in this MOU. A member must meet the minimum qualifications of the higher classification, must only perform the higher classification duties while so assigned, and must be assigned in writing by his or her supervisor.

56.1.1 Acting Pay will apply to a vacancy or assignment lasting two (2) weeks or longer and is computed at a rate within the salary range of the higher classification. Acting Pay shall be paid from the first hour of the acting assignment at a rate equal to the first step or minimum of the salary range for the higher-level position which is at least five percent (5%) above the member's base salary. In the event 5% falls between steps of the higher classification, the higher step will be utilized. Provided, however, that in no event shall the pay exceed the top step of the higher classification.

56.1.2 An acting assignment shall be limited to a term of six months unless an extension is approved by the City Manager or designee.

56.2 An employee who is temporarily assigned to perform some (but not all) of the duties of a higher-level classification may be granted out of class pay pursuant to the provisions of the City of Santa Rosa HR Procedure.

ARTICLE 57 ON CALL CIVILIAN POLICE EMPLOYEES

Employees in the classifications of Police Communications Supervisor and Records Supervisor assigned by the Police Chief to "on-call" duty shall be paid ninety-five dollars (\$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 (5.0%) of base monthly salary for weekend shift differential pay.

ARTICLE 59 **SUBDIVISION MAP SIGNING PAY**

Employees ~~in the class of Supervising Engineer~~ who [hold a valid State Surveyor's or Civil Engineering License and](#) are assigned in writing by the Department Head to the ongoing responsibility for final signature of subdivision Final Maps shall receive a premium pay of ~~up to~~ five percent (5.0%) above his/her current salary rate. [If more than one employee holds a valid State Surveyor's or Civil Engineering License, only the employee\(s\) specifically identified by the Department Head to have ongoing responsibility for final signature on subdivision Final Maps shall receive this pay. However, the Department Head may establish a rotational schedule for receiving the pay .](#)

ARTICLE 60 **BILINGUAL PAY**

Employees who are fluent in Spanish, [or any other language designated by the Department of Human Resources](#), and are designated by the Department Head as eligible for bilingual pay shall receive two percent (2.0%) of base monthly salary as compensation for the additional responsibilities. [To qualify as "fluent," employees must be certified in accordance with the criteria established in the Bilingual Customer Service Program established by the Human Resources Department.](#)

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 ASSOCIATION RELEASE TIME

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

63.2 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 fiscal 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.

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

ARTICLE 64 WELLNESS

64.1 In recognition of the importance of a healthy workforce and to promote physical and mental fitness for staff, after the termination of the former City wellness program, the City has been exploring options to enhance employee health and wellness. The City shall sponsor an employee wellness program to promote health and wellness, including employees' physical and mental fitness; and to reduce absenteeism. The program will consist of an annual payment to each employee of: \$500, ~~with the first payment provided to employees upon Council adoption of the MOU, and \$500 on the first paycheck in January of each year thereafter,~~ so that the employee may defer some of the expenses normally incurred for wellness. The \$500 payment shall be made in the first paycheck in January of each year and shall be limited to employees in paid status at the time of the payment.

The payment is to be used for wellness programs such as gym memberships, fitness equipment, and/or weight loss programs which will enhance the health and wellbeing of City staff. Employees should keep documentation for the program as verification and receipts may be requested. The payment shall be prorated based on the employee's allocated, full time equivalent status.

ARTICLE 65 **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 Agreement.

EXHIBIT A

LIST OF UNIT CLASSIFICATIONS

Accounting Services Supervisor	Information Technology Supervisor
Administrative Analyst	Intergovernmental Relations & Legislative Officer
Administrative Services Officer	Laboratory Supervisor
Administrative Support Supervisor	Parking Manager
Administrator - City Attorney's Office	Parking Program Coordinator
Arts & Culture Coordinator	Parking Supervisor
Assistant Chief Building Official	Parks Crew Supervisor
Biosolids Coordinator Chief Building Official	Permit Intake Manager
Communications Coordinator	Police Information Technology Supervisor
Communications Supervisor ++	Police Personnel Supervisor
Community Engagement Coordinator	Program Manager-VPP
Deputy Director – CD Community Development - Planning	Purchasing Agent
Deputy Director – Community Engagement	Quality Assurance Coordinator
Deputy Director – Development Services	Real Property Manager
Deputy Director – Economic Development	Records Supervisor
Deputy Director – Engineering Resources	Recreation Superintendent
Deputy Director - Engineering Services	Recreation Supervisor
Deputy Director - Environmental Services	Revenue Manager
Deputy Director - Field Services	Revenue Operations Supervisor
Deputy Director – Housing & Community Services	Safety & Training Coordinator
Deputy Director – Parks	Senior Water Resources Planner
Deputy Director – Recreation	Storm Water & Creeks Manager
Deputy Director – Regional Water Reuse Operations	Administrator
Deputy Director – Transit	Street Maintenance Superintendent
Deputy Director – Transportation & Public Works Traffic Engineering	Streets Crew Supervisor
Deputy Director –Water Administration	Supervising Accountant
Deputy Director – Water Resources	Supervising Engineer
Deputy Director – Water & Sewer Operations	Supervising Land Surveyor
Development Review Coordinator	Supervising Planner
Economic Development Manager	Sustainability Coordinator
Electrical Maintenance Superintendent	Technical Services Division Manager
Emergency Preparedness Manager	Transit Field Supervisor
Environmental Compliance Supervisor	Transit Planner
Environmental Services Officer	Transit Superintendent
Facilities Crew Supervisor	Transportation Planner
Facilities Maintenance Coordinator	Utility System Superintendent
Financial Analyst	Utility System Supervisor
Financial Reporting Manager	Utilities Mechanical Supervisor
Fleet Maintenance Supervisor	Utilities Mechanical Superintendent
Fleet Superintendent	Wastewater Operations Supervisor
Geysers Operations & Maintenance Coordinator	Wastewater Reclamation Superintendent
GIS Coordinator	Wastewater Treatment Superintendent
Housing and Community Services Manager	Wastewater Treatment Supervisor
Information Technology Section Manager	Water Quality Supervisor
	Water Reuse Engineer
	Zero Waste Coordinator
	++ Non-Exempt Employee

Classification and Compensation Survey:

~~During the term of the contract, the City shall perform a classification and compensation survey of the Unit 18 benchmarked classifications, comparing the classifications to appropriate comparator jurisdictions. The City and Union agree to meet and confer on the survey methodology prior to conducting the survey and will formulate a selection committee, comprised of both Union membership and City management to evaluate proposals and select a classification and compensation consultant. The City and Union will work together collaboratively and review the consultant's recommendations related to the selection of comparator agencies, the compensation philosophy and the data points which make up the classification and compensation, total compensation survey data.~~

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

Recruitment and Retention Issues During the Term of the Contract:

~~In the event that the Union believes a recruitment and/or retention issue exists, the Union has the right to request a meeting with Human Resources to discuss these concerns. This meeting will commence within 14 days of the request unless otherwise agreed. At this meeting, the Union must present data to support that recruitment and/or retention issues exist (such as illustrated by multiple failed recruitments, declined job offers by qualified candidates, a lack of qualified candidates in the recruitment pool). Human Resources, in collaboration with the Union will consider the information presented by the Union and will evaluate other relevant labor market data before issuing its findings. If the compensation review results in a consensus that an equity adjustment is warranted, the findings shall be submitted to the City Manager, who will accept the findings as submitted. The City Manager will determine if financial resources are available to provide the adjustment prior to the recommendation being forwarded to the City Council for approval. If it is determined that financial resources are not available; the adjustment shall be reviewed during the annual budget process.~~

~~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	80%	20%
Orthodontic Services	50%	50%

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

VISION INSURANCE

The CITY shall offer employees and their dependents, including qualified domestic partners, a vision care program which provides an eye examination, and allowance for lenses, and frames once each twelve (12) months. The deductible shall not exceed twenty dollars (\$20.00). The vision allowance for frames shall be \$150, and the allowance for contact lenses shall be \$125. 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 66 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.

For the City of Santa Rosa:

For Teamsters, Local 856:

Charles Sakai

Matt Finnegan

Alan Alton

Robert Maddock

Siara Goyer

Serena Lienau

Erin Williams

Sean Wall

Sara Roberts

Nicole Dorotinsky

~~Meet and Confer Committee~~

~~Meet and Confer Committee~~

~~SANTA ROSA MANAGEMENT
ASSOCIATION~~

~~CITY OF SANTA ROSA~~

Joey Hejnowicz

Date

Jeremia Mills

Date

SRMA _____

Sean Wall _____ Date _____ Jeff Berk _____ Date _____
SRMA _____

Matt Finnegan _____ Date _____ Alan Alton _____ Date _____
Teamsters Local 856

RATIFICATION

Ratified:
Santa Rosa Management Association

Ratified:
City of Santa Rosa

By: _____ By: _____
-Serena Lienau~~Andy Allen~~, President, SRMA. _____ Date _____
Rogers, Mayor Date Natalie Chris

APPROVED AS TO FORM:

Resolution No.: ~~RES-2021-196~~

By: _____
Teresa Stricker~~Sue Gallagher~~
City Attorney