EXHIBIT "A" TO RESOLUTION NO.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ROSA

AND THE

SANTA ROSA POLICE MANAGEMENT ASSOCIATION

FOR AND ON BEHALF OF THE EMPLOYEES IN THE

CITY'S UNIT #9 – POLICE SAFETY MANAGEMENT

July 1, 2019 through June 30, 2020

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CITY OF SANTA ROSA AND POLICE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING

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 Police Management Association, hereinafter referred to as "ASSOCIATION".

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 Police Management Association was designated by the City of Santa Rosa City Council as the exclusive representative of City employees in CITY's Unit #9, Police Sergeants, Police Lieutenants, Police Captains, (hereafter UNIT"). As used in this Agreement, the term "employee" shall refer only to the employee classifications comprising said Unit.

ARTICLE 3 AUTHORIZED AGENTS

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

A. Management's principal authorized agent shall be the City Manager or City Manager's designee, except where a particular CITY representative is specifically designated in the Agreement.

B. The Santa Rosa Police Management Association principal authorized agent shall be the ASSOCIATION's President; or the President's designee, 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, state law or CITY Charter provision. Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

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

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 to the extent required by law. 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 hereto unless made and executed in writing by all parties hereto, and if required, approved by the CITY and ratified by the membership of the ASSOCIATION.

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 RENEGOTIATIONS

6.1 In the event either party wants to renegotiate a successor Agreement, such party shall serve upon the other during the period January 1 to January 31 of the last year of the term of this Agreement, its written request to begin negotiations.

6.2 Formal negotiating sessions for a successor agreement shall commence no later than February 15, 2020.

ARTICLE 7 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:

A. Personnel Rules and Regulations.

B. Employer-Employee Relations Rules and Regulations.

The CITY shall not change the rules and regulations listed herein without first meeting and conferring with the ASSOCIATION to the extent required by law.

ARTICLE 8 WORK CURTAILMENT

Under no conditions or circumstances shall the ASSOCIATION or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

ARTICLE 9 PAYROLL DEDUCTION

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

9.1 The Association shall submit any request to initiate, change, or cancel deductions of Contributions from represented employees' pay according to the City's "Voluntary Authorization for Deduction of Union Dues" form, which the City may amend from time to time with reasonable notice to the Association. "Contributions" as used in this article 9 means Union membership dues, initiation fees, political action funds, other contributions, and any special membership assessments, as established and as may be changed from time to time by the Association.

9.2 The City shall deduct Contributions from a represented employee's pay upon submission by the Association of a request, in accordance with the following

procedure: the Union shall provide with each request, a certification by an authorized representative of the Association, confirming that for each employee for whom the Association has requested deduction of Contributions, the Association has and will maintain a voluntary written authorization signed by that employee authorizing the deduction. If the certification is not properly completed or submitted with the request, the City shall notify the Association, and make the requested deduction changes only upon receipt of a proper certification.

9.3 The procedure outlined in Section 9.2 is the exclusive method for the Association to request the City to initiate, change, or cancel deductions for Contributions.

9.4 The City shall implement new, changed, or cancelled deductions within two pay periods following the receipt of a request from the Association.

9.5 If an employee asks the City to deduct Contributions, the City shall direct the employee to the Association to obtain the Voluntary Authorization for Deduction of Union Dues form. If a represented employee hand delivers the official Union form authorizing such deductions to the City's Human Resources Department, the City shall process the authorization and begin the deduction within thirty (30) days. The City will send the Union a copy of any authorization form that it receives directly from a represented employee.

9.6 Except as otherwise provided in this Article 9, each pay period, the City shall remit Contributions to the Association. In addition, each month the City will make available to the Association a document that includes the following information for each represented employee, including new employees: name; classification; department; work location; work, home, and personal cellular telephone number (if available); personal email address if on file with the City; home address if on file with the City.

9.7 Except as otherwise provided in this Article 9 the City shall continue to deduct and remit Contributions until it receives notice to change or cancel deductions from the Association in accordance with the procedure outlined in section 9.2, or it receives an order from a court or administrative body directing the City to change or cancel the deductions for one or more employees.

9.8 With the exception of section 9.5 above, the Association is responsible for all decisions to initiate, change, and cancel deductions, and for all matters regarding an employee's revocation of an authorization, and the City shall rely solely on information provided by the Association on such matters. The City shall direct all employee requests to change or cancel deductions, or to revoke an authorization for deductions, to the Association. The City shall not resolve disputes between the Association and represented employees about Union membership, the amount of Contributions, deductions, or revoking authorizations for deductions. The City shall not provide advice to employees about those matters, and shall direct employees with questions or concerns about those matters to the Association. The Association shall respond to such employee inquiries within no less than 10 business days.

9.9 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 unit members.

In addition, the Association shall defend, indemnify, and hold 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.

9.10 New Employee Orientation: The City shall provide the Association with two (2) weeks advance notice of the start date of any new hire to a represented classification. The City shall provide the Association with an exclusive one (1) hour meeting with any new employee or group of employees covered by this MOU, during the employee orientation (i.e., the first two (2) days of employment). The specific date, time, and location of the one (1) hour union meeting with new employees will be coordinated by the Chief of Police and the President of the Association.

ARTICLE 10 ASSOCIATION RELEASE TIME

10.1 The parties agree that one (1) on-duty employee acting as an employee representative for an employee in the Unit shall receive paid release time for the following activities:

A. Any interview where an employee is afforded the right to a representative by the Government Code, any other law; or CITY or Departmental policy;
B. Any pre-disciplinary hearing;
C. Any Personnel Board hearing where disciplinary action is being reviewed;
D. Any grievance hearing/meeting between an employee and their supervisor(s), i.e., Police Managers;
E. Any grievance hearing before a Police Manager;
F. Any grievance hearing before the Human Resources Director/City Manager designee;
G. Any appeal hearing before the Personnel Board regarding the formal grievance; and
H. Any mediation and/or arbitration hearings.

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

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

10.4 An on-duty employee acting as an employee representative during grievance hearings/meetings, as in (D) through (H) above, shall be granted release time

to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to thirty (30) minutes may be used for this purpose.

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

ARTICLE 11 ASSOCIATION LEAVE

11.1 Employees may request paid leave of absence for normal ASSOCIATION business not precluded by this Agreement. Such employees shall receive their normal pay from the CITY and such pay shall be reimbursed to the CITY by the ASSOCIATION as provided below.

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

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

11.4 An employee is not required to exhaust any paid leaves to be eligible for ASSOCIATION leave.

11.5 When an employee takes such leave, the leave shall be charged to the ASSOCIATION at straight time or at time and one half, whichever is appropriate pursuant to this article, and shall include direct benefit costs to the CITY.

11.6 Such paid leave shall not extend for more than thirty (30) days per employee in a fiscal year.

11.7 Cost of employee leaves taken pursuant to this Article shall be reimbursed to the CITY by being deducted by the CITY from the ASSOCIATION'S payroll dues deduction provided by Article 9, Payroll Deduction of Dues, together with an accounting of credits and debits for which charges have been made.

11.8 Any dispute between the ASSOCIATION and the Police and the Finance Departments shall be resolved by the City Manager or the City Manager's designee.

11.9 By mutual agreement, the President of the ASSOCIATION may have their work schedule changed as a result of their election to that position.

ARTICLE 12 PROMOTIONAL EXAMS – RELEASE TIME

An employee who takes a CITY promotional exam during time the employee is required to work shall be given reasonable release time to take the exam. The employee shall use the approved time off request procedure whenever release time is desired pursuant to this Article.

ARTICLE 13 JURY LEAVE

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

13.2 Employees serving as jurors shall receive 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.

13.3 Time served as a juror for employees shall be considered as time worked so that an employee shall not be required to perform jury duty and also work a shift for the CITY during any twenty-four hour (24) hour period.

ARTICLE 14 ADMINISTRATIVE LEAVE - POLICE LIEUTENANTS, POLICE CAPTAINS

14.1 Police Lieutenants and Police Captains shall receive the following Administrative Leave:

14.1.1 Twenty (20) hours annual leave scheduled by department head upon request.

14.1.2 An additional sixty (60) hours annual Administrative Leave shall be available-subject to approval and scheduling by the department head. Administrative Leave is not accruable from year to year.

14.2 Police Sergeants shall be exempt from this Article 14.

ARTICLE 15 HOLIDAYS

15.1 Police Sergeants and Lieutenants

15.1.1 Effective through December 31, 2017, in lieu of the holidays, Police Sergeants and Police Lieutenants shall receive a lump-sum payment, less mandatory withholdings, with the first paycheck during December of each

year based on the following formula. Unit employees who leave CITY service prior to December 31st shall have their holiday pay pro-rated from January 1 of the same year using the following formula.

Total Annual Salary ÷	2080 Hours x	144 Hours ÷	365 Days =	Daily Rate of Pay x	Number of Calendar Days Worked =	Pay

For purposes of this Article, "Annual Salary" is considered the base salary at the time of payment of holiday pay, based on a forty (40) hour week, including regular time, sick leave, jury duty, vacation, bereavement leave, and industrial leave, but exclusive of special assignments and incentive compensation.

15.1.2 Effective January 1, 2018, Section 15.1.1 shall be superseded by Sections 15.1.3 through 15.1.6

15.1.3 City recognized paid holidays occur occasionally throughout the year. The parties acknowledge that, unlike civilian personnel, police sergeants and lieutenants do not receive the fringe benefit of a paid holiday schedule, but must work pursuant to a set schedule regardless of when the holiday occurs. In lieu of enjoying the fringe benefit of a paid holiday schedule, the City will provide the cash equivalent of such benefits, as outlined below. The parties acknowledge and agree that the in lieu pay is due to the fact that police personnel must forego holidays.

15.1.4 The City recognizes ten (10) fixed holidays as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

15.1.5 In lieu of each holiday during which the employee is in paid status, employees shall receive 9.6 hours of compensation at the rate

of time and one half (1.5x) of the base hourly rate, less mandatory withholdings, in the paycheck covering the period in which the holiday occurs.

15.1.6 The parties acknowledge and agree that holiday in lieu pay provided pursuant to this Section is not included in the regular rate of pay for FLSA overtime calculations pursuant to 29 U.S.C. section 207(e) and underlying regulations and DOL interpretations. The parties further acknowledge and agree that the holiday in lieu pay provided in this Section is intended to be included in pensionable compensation. In the event it is determined – contrary to the intent of the parties – that the language of this Section results in holiday in lieu pay being included in the regular rate of pay or being excluded from pensionable compensation, the parties agree to reopen this Section and negotiate comparable terms.

15.2 Police Captains

15.2.1 Police Captains shall receive the following twelve (12) holidays:

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

15.2.2 HOLIDAY PAY – POLICE CAPTAIN

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

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.

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

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

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 FLOATING HOLIDAYS

Police Captains

Floating Holidays must be taken during the fiscal year in which they are earned. Employees hired between July 1 and December 31 shall receive 16 hours and employees hired between January 1 and June 30 shall receive 8 hours of Floating Holiday time. Following twenty years of full time equivalent of CITY service, employees shall receive one additional full time equivalent floating holiday for a total of three (3) full time equivalent floating holidays. This third floating holiday will not be included in any

holiday payout. Regular part-time employees shall receive a pro-rated Floating Holiday balance based on FTE allocation.

ARTICLE 17 VACATION LEAVE

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

YEARS OF SERVICE	HOURS EARNED MONTHLY	HOURS EARNED ANNUALLY	MAXIMUM HOURS OF ACCUMULATION
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

17.2 Maximum vacation accrual is established at three times the annual accrual rate.

17.3 Vacation scheduling shall be approved by the CITY prior to being taken with due regard for the employee's needs and the CITY's need to provide services. Vacation shall not be used for industrial injury leave or to extend a date of retirement.

17.4 Employees working an alternative 4/10 schedule shall record 10 hours for each day taken as vacation. Employees working a 9/80 schedule shall record 9 hours for each 9 hour day taken as vacation, and eight (8) hours on the eight (8) hour working day.

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

ARTICLE 18 MANAGEMENT VACATION "SELL BACK" PROGRAM

Members of the Unit may "sell back" vacation accrual once a fiscal year under the following procedure:

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.
The vacation sell back option is only available once a fiscal year for each employee.

ARTICLE 19 MILITARY LEAVE

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

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

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

ARTICLE 20 CATASTROPHIC LEAVE

Catastrophic leave is a paid leave of absence due to life-threatening verifiable long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual. The Catastrophic Leave Policy can be found on the Employee Services Web Page at:
https://inet.srcity.org/policy/_layouts/15/WopiFrame.aspx?sourcedoc=/policy/PENDING_Admin_Policies/Catastrophic%20Leave%20Request%20Approval%20Procedure.doc&action=default

All permanent employees of the City of Santa Rosa who have completed 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 dependent spouse, qualified domestic partner, parent or dependent minor child.

The employee must first exhaust all accrued sick leave, vacation leave, floating holiday, 20 hour benefit portion of administrative leave and compensatory time 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.

Catastrophic leave shall be additional paid leave available from vacation, compensatory leave, administrative leave hours, Management Benefit Plan or floating holidays donated by other CITY employees to a specific qualified employee.

Employees donating vacation, compensatory or administrative leave must be done in increments of whole hours. The donating employee must have a vacation leave balance of at least forty (40) hours of vacation time after the donation. Employees may donate all of their accrued compensatory time or administrative leave. Employees may also donate sick leave up to twenty four (24) hours in a fiscal year. Employees donating sick leave must have a balance of 80 hours of sick time after the donation.

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.

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. The CITY shall require an employee to sign a form authorizing release to the CITY of any and all medical information prior to granting catastrophic leave. If the department head determines that documentation of illness or injury and ability to return to work is unnecessary, the requirement to provide medical information and doctor's release may be waived.

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

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

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.

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

ARTICLE 21 BEREAVEMENT LEAVE

An employee shall be paid up to forty (40) hours 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, brother, sister, child (including stepchildren), stepparents, grandparents and grandchildren of the employee, and parents and children of employee's qualified domestic partner. Payment for bereavement leave shall only be made under the provisions set forth above.

ARTICLE 22 SICK LEAVE

22.1 Sick Leave Accumulation

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

Hours Earned Monthly	Hours Earned Annually	Maximum Hours of Accumulation
8	96	No limit

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

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

22.4 For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (0.25) working hour.

22.5 Employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury. No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

A. Participating in a criminal act;

B. Participating in a riot;

C. Working for an employer other than the CITY;

D. During vacation unless the employee was confined to a hospital or other fixed location under written doctors order;

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

F. After a termination date.

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

22.7 The CITY shall revoke pay, sick leave time and take appropriate disciplinary action if the employee using sick leave is not sick, has claimed sick leave for family illness in violation of Article 22.11, or has engaged in private or other public work while on sick leave.

22.8 The CITY may require an employee to provide a medical provider's statement verifying the employee's ability 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.

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

22.10 If an employee has not recovered by the time they have exhausted their accumulated sick leave, the City Manager's Office may grant the employee a leave of absence, without pay, upon receipt of such a request in writing from the employee. Sick leave shall not be used to extend a date of retirement; however, an employee, upon retirement, may convert his/her unused sick leave balance to service credit as authorized by CalPERS.

22.11 Sick Leave – Family Illness

Employees may use hours of accumulated sick leave when their absence from work is necessary to attend to the illness of their spouse, qualified domestic partner, child, adopted child, foster child, stepchild, child of the employee's qualified domestic

partner, parents, step-parents, foster parents, in-laws (parents), in-laws (step-parents), grandchildren, grandparents or sibling as provided by State law.

22.12 Sick Leave – Retirement Buy Back

Employees shall have a one-time choice at the commencement of employment, or promotion into the Unit, of one (1) of two (2) options to receive pay for accumulated but unused sick leave as follows:

Option 1: In July of each year the CITY shall reimburse the employee for twenty five (25) percent of the immediate past fiscal year's earned but unused sick leave hours; or

Option 2: Upon retirement and completion of ten (10) years of employment with the CITY, the employee has the option to receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours. The following conditions shall apply to the two (2) options outlined above:

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

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

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

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

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

f. Employees promoted into a classification covered by this Agreement, who were not previously covered by this Agreement, may continue with Option 2 or switch to Option 1. Employees switching to Option 1 shall have their total accrued sick leave as of the date of their promotion paid for as indicated in Option 2 unless the total hours are reduced below this level through the use of sick leave. If this occurs, the remaining hours shall be reimbursed as in Option 2.

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

22.13 Sick Leave – Position Elimination

Any employee whose position is eliminated, and the employee is subsequently laid off, and who has completed ten (10) consecutive years of employment with the CITY, shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum payment of six hundred (600) hours. The rate of pay shall be at the regular hourly rate of pay at the time the position is vacated.

22.14 Sick Leave – Employee Death

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

ARTICLE 23 LEAVE OF ABSENCE

23.1 Employees may request a leave of absence, in accordance with the City Leave of Absence Procedure(s), in writing to their respective department heads. Employees are required to exhaust accumulated sick leave, vacation, bereavement leave if applicable, twenty (20) hours of administrative leave or floating holidays prior to taking a leave of absence without pay in accordance with State and Federal law.

23.2 These requests may be approved as follows:

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

23.2.2 By the City Manager or Human Resources Director for any time exceeding twenty-four (24) working hours.

23.2.3 As required by state or federal law.

23.3 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 as for an active employee. In all other instances, the employee must make arrangements to repay the appropriate monthly premiums if insurance benefit coverage is to continue unless covered under FMLA.

23.4 The twenty-four (24) hour period shall be determined by starting at the first hours in the employee's work week and counting off twenty-four (24) hour segments.

ARTICLE 24 INDUSTRIAL INJURY OR ILLNESS LEAVE

Benefits for safety employees shall be provided for under Section 4850 of the Labor code. Sick leave shall not be used for an industrial injury or illness.

ARTICLE 25 JOB RELATED INJURY OR ILLNESS/LIMITED DUTY ASSIGNMENTS

25.1 The purpose of this Article is to determine the schedules for employees on temporary limited duty. The type of work performed is to be determined by the following:

A. Nature of employee's injury

B. Needs of the Department

C. Skills of the employee

25.2 Employees who are medically precluded from fulfilling their normally assigned duties as a result of a job related injury or illness and who have been medically cleared to return to limited duty shall be assigned in the following manner:

A. Employees shall retain the same days off as is their current assignment.

B. Employees shall retain the same basic work hours, 3/12.5, 4/10 or 5/8 as is their current assignment, plus a 30-minute non-paid meal period.

C. Shifts for employees who were on a 4/10 at the time of injury or illness shall be as follows:

- Day shift shall be altered to 0700-1730 hours.
- Swing shift shall be altered to 1300-2330 hours.
- Night shift (graves) shall be altered to day shift or the altered swing shift, at the officer's choice, subject to the restrictions of Article 25.3.

D. Shifts for employees who were on a 3/12.5 at the time of injury or illness shall be as follows:

- Day shift shall be altered to 0700-2000 hours.

- Swing shift shall be altered to 1100-0000 hours.
- Night shift (graves) shall be altered to day shift or the altered swing shift, at the officer's choice, subject to the restrictions of Article 25.3.

25.3 Exceptions

Subject to the need to make emergency assignments, the employee and the Department may mutually agree to a variance from the assignment process when any of the following situations occur:

A. The Department identifies special needs that would be better addressed by utilizing another work schedule or assignment or

B. The employee has special skills that could be utilized in other areas within the Department or

C. The employee has needs that would be better addressed by another schedule.

ARTICLE 26 NON-JOB RELATED INJURY OR ILLNESS/LIMITED DUTY ASSIGNMENTS

Employees injured Off-Duty and allowed by the CITY to return to work on a temporary limited duty capacity shall be assigned to a work schedule according to the needs of the Department. Assignments of these employees shall not interfere with the temporary work assignments of employees injured on-duty.

ARTICLE 27 HEALTH INSURANCE

27.1 The CITY shall offer employees and their dependents a health insurance program under the terms set forth below.

27.2 The CITY shall contribute towards this program up to, but not in excess of, the monthly premium calculated for employee, employee and one dependent, and employee and two or more dependents.

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

27.4 Subject to the provisions above, the CITY shall offer Police Management employees and their dependents, including qualified domestic partners who qualify under PERS, a health insurance program through the PERS Health Benefits Program.

Eligibility and participation in this program shall be in accordance with the rules promulgated by PERS.

27.5 The CITY contribution to health insurance for active employees will be the minimum contribution required by CalPERS. For the 2017 calendar year, this amount is $128.00.

27.6 The total CITY allowance for active employees shall be equal to the Northern California PERS Kaiser rate and adjusted each January to equal the new Northern California PERS Kaiser rate for the term of the contract.

27.7 The additional CITY Contribution (as depicted in the chart below) shall be determined by taking the Northern California PERS Kaiser premium at each level of coverage and subtracting the CITY health insurance contribution. Applicable monthly premium and premium contributions for the PERS Health Benefits Program can be found on the Employee Services web page.

Monthly Premiums and Contributions:

Coverage Level	2017 City Contribution to Health Insurance (CALPERS Required)	2017 Additional City Contribution	Total City Allowance = to Northern California PERS Kaiser Rate
Single	$128.00	$605.39	$733.39
Employee with one dependent	$128.00	$1338.78	$1466.78
Employee with two or more dependents	$128.00	$1778.81	$1906.81

27.8 All employees shall select health insurance coverage unless the employee requests a waiver of coverage from PERS through the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other coverage from another carrier. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify PERS or the Human Resources Department and enroll in a PERS sponsored health insurance program within thirty (30) days after termination of such coverage.

27.9 The CITY shall provide an additional CITY contribution over and above the PERS health insurance contribution to employees based on their family status. Employees who do not use their allowance for health insurance may choose to have the unused amount equal to the CITY's additional allowance for single (Police: $605.39 as adjusted annually above) contributed to the Dependent Care spending option in the CITY's flexible benefit plan (section 125). Police Sergeants and Lieutenants may take a taxable cash contribution of two hundred dollars ($200). That portion of the allowance not utilized by the employee shall remain with the CITY.

27.10 That portion of PERS plan costs that exceed the amount of the CITY allowance shall be paid by the employee through automatic pre-tax payroll deduction.

27.11 Subject to the provision above, Police Management retirees are eligible for health insurance through PERS. For retirees, the CITY has elected the unequal contribution option. This means the contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Employees' Retirement Law, Section 22892(c) under the unequal method.

27.12 The City acknowledges Labor Code section 4856 which declares the employer will provide to the spouse and dependents of a Peace Officer who dies in the line of duty, health benefits as prescribed by law.

ARTICLE 28 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 29 COMBINED DENTAL AND VISION INSURANCE

29.1 Enrollment for dental and vision benefits shall be combined. Employees and dependents, including qualified domestic partners shall be required to elect both insurance plans or neither insurance plan.

29.1.1 Domestic Partner Definition: For the purposes of eligibility for the combined dental vision benefit the term "City domestic partner" shall mean the domestic partner of an employee who has completed the City Domestic Partner Declaration prior to the ratification of this agreement and meets the eligibility requirements as contained therein. After the inception of this agreement, new domestic partners must meet the State of

California definition of domestic partner to be eligible for the combined dental vision benefit.

29.2 The CITY shall contribute ninety-five percent (95%) of the premium at each level (employee only, employee plus one, and family) for the term of this contract. Employees will pay five (5%) percent of the premium at each level (employee only, employee plus one, and family).

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

29.4 Employees, including regular part-time employees, may enroll for a minimum of two (2) years in combined dental and vision care insurance at time of hire, within sixty (60) days of a qualifying event, or during annual open enrollment. Employees may drop coverage because of a qualifying event or any time after two (2) years of continuous coverage. Employees dropping coverage will be allowed to re-enroll in the program during annual open enrollment or when a qualifying event occurs.

29.5 Details about dental and vision plan co-payments and allowances are in Exhibit A of this MOU and can be found at the following link:

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

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

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

ARTICLE 30 LIFE INSURANCE

30.1 The City shall provide employees in this Unit term life insurance coverage in the amount of thirty thousand dollars ($30,000) and accidental death and dismemberment coverage in the same amount.

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

30.3 The City shall provide each employee under this program with a certificate of coverage and a summary description of the program and the summary description of the program can be found on the Employee Services Webpage.

30.4 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.

ARTICLE 31 LONG TERM DISABILITY

The Unit shall pay for the PORAC Long-Term Disability (LTD) benefit~~s~~ through a payroll deduction of the required monthly premium. The CITY reserves the right to place insurance coverage through the carrier of its choice or to self-insure the program. For the purposes of utilizing the LTD benefit, it is not necessary for the employee to exhaust all leaves; however, the employee may choose to exhaust all or a part of accrued leaves prior to utilizing the LTD benefit. The provisions of Article 23, Leave of Absence, which require use of accrued leave balances, shall not apply to the use of the LTD benefit.

ARTICLE 32 ADDITIONAL INSURANCE PLANS

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

ARTICLE 33 RETIRED EMPLOYEES HEALTH INSURANCE

Employees who retire from the CITY may continue their CalPERS Health Insurance coverage by the payment of appropriate premiums to CalPERS. The premiums shall be determined by CalPERS.

ARTICLE 34 RETIREE HEALTH STIPEND PROGRAM

34.1 In lieu of a three percent (3%) salary increase, the PMA and the CITY agree that the CITY will contribute three percent (3%) of salary to a Defined Contribution Retiree Health Care Stipend Plan commencing July 1, 2005. Salary is defined as follows: Salary means base salary as determined in the Memorandum of Understanding between the PMA and the CITY that is in effect for the then current period.

34.1(a) Effective July 1, 2007, the contribution was 3.25% of salary (as defined above).

34.1(b) Effective the first Sunday in July 2009, the contribution will be set at the same dollar amount as established by the POA, and shall change if and when POA amounts changed, unless otherwise agreed to in an amendment to the MOU.

34.1(b)(1) Consistent with Section 34.1(b) and the terms of the MOU between the City and SRPOA, the City's contribution will increase as follows during the term of the contract:

34.1(b)(1)(a) Effective the first full pay period in July 2017, the City monthly contribution to the trust shall be equal to 3.75% of the top step Police Officer base pay.

34.1(b)(1)(b) Effective the first full pay period in July 2018, the City monthly contribution to the trust shall be equal to 4.25% of the top step Police Officer base pay.

34.1(c) Effective the first Sunday in July 2009, in order to adjust for the decreased contribution by the City, the salary steps for all positions in the PMA shall increase by $111 minus the benefit roll up per month (the amount to be agreed upon by PMA and payroll).

34.2 The CITY has established one stipend plan and trust for both the PMA and POA effective July 1, 2009.

34.3 The CITY will obtain on behalf of the PMA an actuarial study to determine and set the initial benefit levels before any payments from the plan are made. The CITY agrees to pay the first two thousand seven hundred dollars ($2,700) of the cost for the first actuarial. Any additional cost to obtain the actuarial in excess of said amount shall be paid from the funds being held in the trust. No benefit payments shall be made to eligible employee, if any, until the date designated in the plan.

34.4 The terms and conditions of eligibility and the amount of stipend payments will be as provided in the plan documents. The plan and trust will provide that benefits and/or contributions will be adjusted to take into account changes recommended by the actuary as required to pay for the benefits. An Actuarial analysis of the plan shall be performed no less than every two (2) years. The cost of the actuary shall be paid for by the trust.

34.5 The plan funds shall be held in accordance with the Trust Agreement unless otherwise specified in the plan or an amendment thereto. The CITY shall be entitled to charge the plan its actual administrative costs for administering the plan. The CITY reserves the right to contract the administrative duties of this program and pass the cost of the administrative duties to the plan. The CITY agrees to consult with the PMA and consider its input prior to selection of an outside administrator.

34.6 Should there be any inconsistencies or disagreements between the POA and the PMA regarding the administration of the Stipend, it shall be the responsibility of the respective units to come to mutual agreement.

34.7 In recognition of the above increases, the SRPMA has eliminated any automatic COLA on the medical benefits provided by the trust.

34.8 The Retiree Health Stipend program documents can be found at the following link:

https://inet.srcity.org/EmployeeServices/Pages/Medical%20Stipends.aspx

ARTICLE 35 RETIREMENT HEALTH SAVINGS PLAN

35.1 Effective July 1, 2011, the City established a retirement 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 un-reimbursed health costs, with assets remaining after employee's death going to spouse/qualified dependents.

35.2 The health savings plan shall be funded through contributions from employees terminating their employment with the City of Santa Rosa, by:

35.2.1 A mandatory employee leave contribution of sick leave payout up to a value of 600 hours, and

35.2.2 A mandatory employee leave contribution of one hundred percent (100%) of accrued vacation leave up to four hundred (400) hours.

Additional details are outlined in the plan document found at the following link: https://inet.srcity.org/EmployeeServices/Pages/RetireeHealthSavingsPlan.aspx

ARTICLE 36 RETIREMENT

36.1 Retirement is defined as separation from the CITY and filing and qualifying with the California Public Employees Retirement System (CalPERS) and going on the CalPERS retirement roll the day following the last day of paid status.

36.2 Police Managers are provided retirement benefits under the Public Employee's Retirement System as described in this Article 36.

36.3 Tier One: Enhanced Safety 3.0% at 50 Retirement Program

Effective July 8, 2012, this Section 36.3 (including subsections) shall apply to safety bargaining unit members hired before July 8, 2012.

36.3.1 3% at 50 Pension Formula

The "3% at 50" enhanced retirement program will be available to bargaining unit members covered by this Section 36.3.

36.3.2 Final Compensation Based on 12-Month Period

For purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 36.3 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

36.3.3 Required Bargaining Unit Member Contribution

36.3.3.1 Contributions Beginning 2014-2015

Effective the first full pay period after the Council approves this MOU, bargaining unit members covered by this Section 36.3 shall pay through payroll deduction the previously required 9.0% bargaining unit member contribution. In addition to the 9.0% contribution, each bargaining unit member covered by this Section 36.3 shall pay, through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 10.5% toward the cost of pension benefits as permitted by Government Code Section 20516.

36.3.3.2 Contributions Beginning 2015-2016

Effective July 12, 2015, bargaining unit members covered by this Section 36.3 shall pay, through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 12.0% toward the cost of pension benefits as permitted by Government Code Section 20516.

36.3.3.3 Contributions Beginning 2016-2017

Effective the first full pay period of July 2016, bargaining unit members covered by this Section 36.3 shall pay, through payroll deduction, an additional 1.0% of PERSable compensation for a total contribution of 13.0% toward the cost of pension benefits as permitted by Government Code Section 20516.

36.3.3.4 Contributions Beginning July 2017

Effective the first full pay period of July 2017, bargaining unit members covered by this Section 36.3 shall pay an additional one-half of a percent (0.5%) of pensionable compensation for a total of thirteen and one-half percent (13.5%) toward the

cost of pension benefits as permitted by Government Code Section 20516.

36.3.3.5 Contributions Beginning July 2018

Effective the first full pay period of July 2018, bargaining unit members covered by this Section 36.3 shall pay an additional one-half of a percent (0.5%) of pensionable compensation for a total of fourteen percent (14.0%) toward the cost of pension benefits as permitted by Government Code Section 20516.

36.3.3.6 Contributions Beginning June 23, 2019

Effective June 23, 2019, bargaining unit members covered by this Section 36.3 shall pay an additional one-half of a percent (0.5%) of pensionable compensation for a total of fourteen and one-half percent (14.5%) toward the cost of pension benefits as permitted by Government Code Section 20516.

36.4 Tier Two: Safety 3% at 55 Retirement Program

Effective July 8, 2012, this Section 36.4 (including subsections) shall apply to safety bargaining unit members hired on or after July 8, 2012 and on or before December 31, 2012. In addition, this Section 36.4 (including subsections) shall apply to bargaining unit members hired on or after January 1, 2013 who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements.

36.4.1 3% at 55 Pension Formula

The "3% at 55" retirement program will be available to bargaining unit members covered by this Section 36.4.

36.4.2 Final Compensation Based On 36-Months

Effective July 8, 2012, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 36.4 shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

36.4.3 Required Bargaining Unit Member Contributions

36.4.3.1 Contributions Beginning 2014-2015

Effective the first full pay period after the Council approves this MOU, bargaining unit members covered by this Section 36.4 shall pay, through payroll deduction, the previously required 9.0% bargaining unit member contribution. In addition to the 9.0% contribution, each bargaining unit member covered by this Section 36.4 shall pay, through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 10.5% toward the cost of pension benefits as permitted by Government Code Section 20516.

36.4.3.2 Contributions Beginning 2015-2016

Effective July 12, 2015, bargaining unit members covered by this Section 36.4 shall pay, through payroll deduction, an additional 1.5% of PERSable compensation for a total contribution of 12.0% toward the cost of pension benefits as permitted by Government Code Section 20516.

36.4.3.3 Contributions Beginning 2016-2017

Effective the first full pay period of July 2016, bargaining unit members covered by this Section 36.4 shall, pay through payroll deduction, an additional 1.0% of PERSable compensation for a total contribution of 13.0% toward the cost of pension benefits as permitted by Government Code Section 20516.

36.4.3.4 Contributions Beginning July 2017

Effective the first full pay period of July 2017, bargaining unit members covered by this Section 36.4 shall pay an additional one-half of a percent (0.5%) of pensionable compensation for a total of thirteen and one-half percent (13.5%) toward the

cost of pension benefits as permitted by Government Code Section 20516.

36.4.3.5 Contributions Beginning July 2018

Effective the first full pay period of July 2018, bargaining unit members covered by this Section 36.4 shall pay an additional one-half of a percent (0.5%) of pensionable compensation for a total of fourteen percent (14.0%) toward the cost of pension benefits as permitted by Government Code Section 20516.

36.4.3.6 Contributions Beginning June 30, 2019

Effective June 30, 2019, bargaining unit members covered by this Section 36.4 shall pay an additional one-half of a percent (0.5%) of pensionable compensation for a total of fourteen and one-half percent (14.5%) toward the cost of pension benefits as permitted by Government Code Section 20516.

36.5 Tier Three: PEPRA Retirement Tier Required For Safety Bargaining Unit Members Hired On Or After January 1, 2013

Effective January 1, 2013, this Section 36.5 (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013 and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

36.5.1 2% @ 50 – 2.7% @ 57 Pension Formula

As required by Government Code Section 7522.25, the safety Option Plan Two (2% @ 50 – 2.7% @ 57) pension formula shall apply to bargaining unit members covered by this Section 36.5.

36.5.2 Final Compensation Based on Three Year Average

As required by Government Code Section 7522.32, effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation shall mean the highest annual average pensionable compensation earned during 36 consecutive months of service.

36.5.3 Required Unit Member Contribution

36.5.3.1 2014-2015 Contributions

As required by Government Code Section 7522.04(g), bargaining unit members covered by this Section 36.5 shall pay, through payroll deductions, fifty percent (50%) of normal costs or twelve percent (12%) of PERSable compensation, whichever is greater.

36.5.3.2 2015-2016 Contributions

As permitted by Government Code Section 20516, effective July 12, 2015, bargaining unit members covered by this Section 36.5 shall pay, through payroll deduction, fifty percent (50%) of normal costs or twelve percent (12%) of PERSable compensation, whichever is greater.

36.5.3.3 2016-2017 Contributions

As permitted by Government Code Section 20516, effective the first full pay period of July 2016, bargaining unit members covered by this Section 36.5 shall pay, through payroll deduction, fifty percent (50%) of normal costs or thirteen percent (13%) of PERSable compensation, whichever is greater.

36.6 Tax Treatment Of Pension Contributions

To the extent permitted by law, including but not limited to Internal Revenue Code Section 414(h)(2), pension cost contributions shall be made on a pre-tax basis. It is understood that the CITY cannot guarantee such tax treatment as the State Legislature or Congress may alter the statutory authority for this tax treatment and the Franchise Tax Board, the IRS or the U.S. Treasury Department may alter revenue rulings regarding such tax treatment.

ARTICLE 37 UNIFORMS

37.1 Police Managers shall receive an annual uniform allowance on the first day of the fiscal year payable during the month of August for the purchase of uniforms as specified by the CITY.

37.2 No Police Manager shall receive a uniform allowance more than once during each fiscal year.

37.3 The CITY shall provide newly assigned motorcycle Sergeants the initial riding boots, breeches and jacket.

37.4 Police Managers required to wear uniforms shall wear them while at work and shall be responsible for their purchase, maintenance and replacement in accordance with CITY policies.

37.5 The uniform allowance for Police Managers shall be eleven hundred dollars ($1,100) per year.

37.6 Body Armor – Police Managers

37.6.1 It is the intent of this Article that the payment of the body armor replacement is separate and different from the uniform allowance. Each Police Manager shall own and have available individual body armor. It is the Police Manager's responsibility to purchase, maintain, and replace their individual body armor.

37.6.2 It is assumed that an employee moving into Police Management will have already purchased or been provided body armor; therefore, payment will not be made for the original purchase of body armor.

37.6.3 Police Managers shall receive an annual payment for body armor replacement on the first day of the fiscal year, payable during the month of August, in the amount of three hundred dollars ($300). This assumes the life expectancy of body armor to be five (5) years.

ARTICLE 38 DEFERRED COMPENSATION

38.1 The CITY will contribute one-half percent (1/2%) of salary, or FTE percent, for permanent part-time employees, concurrent with cost of living adjustments, per pay period into a Deferred Compensation Program offered by the CITY for all Unit members.

ARTICLE 39 MANAGEMENT BENEFIT PROGRAM – POLICE SERGEANTS

39.1 The CITY shall make available to Police Sergeants, a special Management benefit, consisting of an additional forty (40) hours of compensation, prorated for permanent part-time employees which may be taken in either cash or time off, or a combination of the two, at the employee's option. If taken in cash, payment shall be made at the employee's regular hourly rate of pay and may be requested by the

employee at any time between July 1 and June 30 of each fiscal year, subject to the approval of the Chief of Police. The Management benefit is granted on July 1 of the fiscal year and is not accumulative from year to year. If the employee's forty (40) hour bank has not been exhausted by June 30, the balance will be automatically paid off at the employee's regular hourly rate of pay as of June 30. The program will be administered in accordance with guidelines issued by the Administrative Services Department.

39.2 Police Lieutenants and Police Captains shall be exempt from this Article 39.

ARTICLE 40 COMMUNITY INVOLVEMENT

The CITY encourages Police Lieutenants and Police Captains 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 41 MANAGEMENT SALARY PLAN AND PERFORMANCE EVALUATION SYSTEM

Compensation for Police Managers is addressed in Department Memorandum number 12-04 – Compensation Model for Newly Promoted Sergeants and Lieutenants and Captains.

ARTICLE 42 SALARY SCHEDULE

42.1 Effective the first full pay period following July 1, 2019, the salary range for Police Managers shall be increased by two and a half percent (2.5%) to reflect a cost of living adjustment (COLA.)

ARTICLE 43 OVERTIME

43.1 Police Management - Sergeants

43.1.1 If the employee works either a 4/10 or 5/8 schedule, and is required by the CITY to work more than forty (40) hours per work week, employees shall be compensated for such overtime hours at the rate of 1.5 times the regular hourly rate of pay.

43.1.2 If the employee works a three (3) day – twelve and one half (12.5) hour schedule, they shall be compensated at the overtime rate for all hours worked in excess of thirty-seven and one half (37.5) hours in a work week. During the "payback week" which occurs once every twenty eight (28) day cycle, they shall be compensated at the overtime rate for all hours worked in excess of forty seven and one half (47.5) hours.

43.1.3 An employee may elect overtime pay as CTO for those overtime hours that are under the FLSA weekly overtime requirements.

43.1.4 The overtime rate shall be as provided by the FLSA.

43.1.5 Police Lieutenants and Police Captains shall be exempt from this Article 43.1.

43.2 Police Management – Lieutenants and Captains

43.2.1 Except as set forth in Article 43.2.2, employees in the classifications of Police Lieutenant and Police Captain are exempt from the overtime payment provisions of the FLSA and are not eligible for overtime pay for hours worked in excess of their regular work schedule.

43.2.2 In emergency situations where the City is reimbursed by the state or federal government for emergency services at FLSA overtime premium rate and employees in the classifications of Police Lieutenant and Police Captain work a shift or shifts as an emergency service worker in excess of their regular schedule, the employee shall be paid at a rate of time and one half for those emergency shifts. Employees may be paid this premium when the City is reimbursed.

ARTICLE 44 COMPENSATORY TIME OFF (CTO) – POLICE SERGEANT

44.1 Compensatory time off may be accumulated as provided in Article 43 OVERTIME; Article 47 CALL BACK; and Article 46 COURT APPEARANCE.

44.2 For the purposes of scheduling time off, accumulated compensatory time is to be treated the same as vacation time and shall be in accordance with FLSA.

44.3 Compensatory time off used shall not be treated as hours worked when calculating overtime.

44.4 No employee shall accumulate more than one hundred and twenty (120) hours of compensatory time off. An employee may, once per calendar year, be paid out for up to one-half (0.5) her/his accumulated compensatory time off.

44.5 Police Lieutenants and Police Captains shall be exempt from this Article.

ARTICLE 45 OFF-DUTY TRAINING PAY – POLICE SERGEANT

45.1 Off-duty training required by the CITY shall be considered hours worked for overtime purposes.

45.2 Police Lieutenants and Police Captains shall be exempt from this Article

ARTICLE 46 COURT APPEARANCES – POLICE SERGEANT

46.1 Employees required to appear in court on CITY business during off duty hours may confirm court appearances at any time at their own convenience. However, employees not otherwise canceled, shall be required to confirm the status of the subpoena prior to the scheduled court appearance.

Subpoenas issued by the Sonoma County District Attorney's Office will require the employee to call the District Attorney's subpoena cancellation phone number between 1700 – 1900 hours the day prior to the scheduled appearance.

Subpoenas issued by any other party will require the employee to call the issuing party the day prior to the appearance to confirm the status.

46.2 If the employee's court appearance was canceled prior to nineteen hundred (1900) hours on the day before the scheduled court appearance, the employee receives no compensation.

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

46.4 If the employee's court appearance was not canceled during that telephone call, pursuant to Article 47.1; or canceled, by any other means, prior to an appearance, they shall proceed as subpoenaed and be compensated accordingly.

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

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

46.7 Arrangements shall be made in advance to ensure that the evidentiary items are immediately available to the subpoenaed employee and that time associated with the evidence pick-up and/or return is kept to a minimum. The compensable time for pick-up and/or return of evidence outside of an employee's regular work schedule is not exclusive of subpoenaed court appearances but is included within the M.O.U. agreed court overtime minimum, or actual time spent if beyond the minimum.

46.8 If the time of subpoenaed court appearance is during a regularly scheduled duty time but the pick-up of evidence at the police station is necessitated prior to start of regular duty time; the officer shall receive compensation for the evidence pick-up activities. Compensation shall be at the regular overtime rate for actual time spent and not a three hour court minimum.

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

46.10 Employees required to appear in court on CITY business during off-duty hours on a regularly scheduled day off shall receive a minimum of four (4) hours pay at the overtime rate or pay for actual hours worked, whichever is greater.

46.11 A court appearance in excess of three (3) or four (4) hours for each day shall be paid at the overtime rate for the actual number of hours worked, less one hour for a meal period during the time court is adjourned.

46.12 The three (3) or four (4) hour minimum begins with the time of first appearance and continues for three (3) or four (4) consecutive hours. If an employee receives multiple subpoenas for different appearance times on the same court date, there must be no less than four hours (including meal period) between the starting time of the first appearance and the starting time of any additional separate court subpoenas to receive a second three (3) or four (4) hour minimum court appearance.

46.13 An employee shall only be considered on duty for that time that they are actually at court or activities related to court appearances.

46.14 For the purposes of this Article an employee may select either pay and/or CTO at 1.5 the hourly rate for any court appearances or cancellations.

46.15 Police Lieutenants and Police Captains shall be exempt from this Article 46.

ARTICLE 47 CALL BACK- POLICE SERGEANTS

47.1 Employees who have completed their work shift, left their work site and are ordered to return to work shall receive a minimum of three (3) hours pay at the overtime rate. Hours worked in excess of the three (3) hours shall be paid at the overtime rate.

478.2 All employees who are in the facility any time prior to the start or after the end of their shift and are ordered by their supervisor to start a shift, shall receive a minimum of three (3) hours pay at the overtime rate.

47.3 At the employee's option, the employee may receive the Call Back pay as CTO or in dollars.

47.4 Police Lieutenants and Police Captains shall be exempt from this Article

47.5 Callback pay is not available for attendance at meetings for which at least 72 hours' notice has been given.

ARTICLE 48 ON CALL PAY FOR POLICE LIEUTENANTS

48.1 Effective January 6, 2008, a Police Lieutenant who is required by the CITY to be on an on-call status shall receive additional pay, for each twenty-four-hour period of on call, which shall be seventy five dollars ($75.00) per day or five hundred and twenty five dollars ($525.00), per week.

48.2 Effective beginning the first full pay period following ratification of this agreement by the Association and adoption by the City Council, a Police Lieutenant who is required by the CITY to be on an on-call status shall receive additional pay, for each twenty-four-hour period of on call, which shall be ninety five dollars ($95.00) per day or six hundred and sixty five dollars ($665.00), per week.

48.3 While assigned on call the Police Lieutenant shall be available to return to work at any time and shall refrain from activities which might impair the ability to perform

duties. To achieve a rapid response, the CITY shall provide an employee on call assignment with a communication device which allows for instant contact with the employee.

48.4 Only one (1) Lieutenant for each seven-day period shall be eligible to receive this additional pay.

ARTICLE 49 BILINGUAL PAY

49.1 Additional pay shall be received by Police Managers proficient in the Spanish language and designated as bilingual. Testing for bilingual pay will be conducted in accordance with the Department's procedure on Spanish bilingual testing.

49.2 Police Managers who are verbally fluent in Spanish shall receive five percent (5%) of their base monthly salary as compensation for the additional responsibilities. Sergeants who are not verbally fluent, but have the skill to converse in Spanish well enough to complete a basic investigation shall receive three percent (3%) of base monthly salary as compensation for the additional responsibilities. The five percent (5%) pay and three percent (3%) shall not be combined.

ARTICLE 50 SERGEANT EDUCATION/SKILLED BASE PAY

Sergeants that meet the qualifications for Education Skills Based pay shall receive an additional five percent (5%) of Sergeant Base Salary which includes any existing compensation for education not to exceed a total of five percent (5%).

Qualifications: Five (5) years as a full-time Sergeant with the City of Santa Rosa

and;

Possesses a Bachelor's Degree and three (3) years of supervisory experience in any combination of a specialty or co-lateral assignment or

Seven (7) Years as a full-time Sergeant with the City of Santa Rosa

and:

Four (4) years of supervisory experience in any combination of a specialty or co-lateral assignment.

Specialty or Co-Lateral Assignment

A specialty or co-lateral assignment is intended to mean the actual supervision of any of the following assignments, whether or not full time or co-lateral.

- Sex Crimes Family Violence
- VCI
- Property Crimes
- Gangs
- School Resources
- Traffic
- Professional Standards, HR Team, Training
- Narcotics – Vice
- DET
- SWAT
- CNU
- FTO
- K-9
- Field Evidence Techs
- Mobile Field Force
- Incident Management Team

ARTICLE 51 DISCIPLINE

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

51.2 Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations – Rule Seven (7) - Disciplinary Procedure – Section Three (3).

51.3 Pre and post disciplinary due process shall be followed to the extent required by case law and statutory law, including but not limited to the Public Safety Officers Procedural Bill of rights Act (Government Code Section 3300 et seq.)

51.4 See Article 54, Section 54.6 preserving the parties' rights over the issue of binding arbitration of discipline.

ARTICLE 52 GRIEVANCE

52.1 Definitions:

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

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

52.2 Informal Grievance Resolution

As soon as possible, but no more than fourteen (14) days after the discovery of the event giving rise to a grievance, the grievant or representative shall present the grievance informally to the involved supervisor; except if the grievance involves the relationship with the supervisor, it shall be submitted to the involved Department Head. The grievant and supervisor have a mutual responsibility to resolve the matter at the lowest possible level.

If the grievance is not resolved through discussion with the supervisor, then the grievant and/or representative shall present the grievance informally to the Department Head. The Department Head shall respond in writing to the grievant if the decision is adverse to the grievant.

Utilization of these informal steps shall be necessary prior to filing a formal grievance.

52.3 Formal Grievance Resolution

If the grievant feels that the issue was not resolved informally, a formal grievance shall be filed within fourteen (14) calendar days from the receipt of the written decision.

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

A. Name(s) of grievant

B. Class title(s)

C. Department

D. Working Address(es)

E. A clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding; or other pertinent document involved.

F. The date on which the grievance occurred.

G. Proposed solution to the grievance.

H. Date grievance form completed.

I. Signature of grievant(s).

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

Step 1

Within fourteen (14) calendar days after the formal grievance is filed, the Department head or designated representative shall investigate the grievance, shall confer with the grievant and attempt to resolve the issue. The Department head has the responsibility, after considering all pertinent information, to make a decision in writing.

Step 2

If the grievance is unresolved to the satisfaction of the grievant, the grievant may, within seven (7) calendar days after the Department head's decision, request the City Manager/designee to consider the decision rendered by the Department head. Such request shall be in writing and filed with the Human Resources Director.

Step 3

Within fourteen (14) calendar days after receipt of the written request, the City Manager/designee shall investigate the grievance, confer with persons affected and their representatives to the extent deemed necessary, and render a decision in writing.

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

No time limits described in Article 52 may be extended without the mutual written agreement of both parties.

ARTICLE 53 MEDIATION

53.1 If a grievance is not resolved during the grievance procedure, the ASSOCIATION and the CITY by mutual agreement, may request the assistance of a professional mediator. If the ASSOCIATION and CITY cannot agree on a mediator, they may request a mediator from the State Conciliation Service in an attempt to resolve the grievance.

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

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

ARTICLE 54 ARBITRATION

54.1 A grievant may either appeal an unresolved grievance, as defined in 52.1 above, to the Personnel Board as provided in Rule Six (6) of the Personnel Rules and Regulations or petition the ASSOCIATION to present the issue to Arbitration as provided below.

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

54.3 The CITY and the ASSOCIATION shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the CITY and the ASSOCIATION, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the CITY and the ASSOCIATION cannot agree upon the selection of the neutral arbitrator, either party may then request, within ten days, the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons, who are qualified and experienced as labor arbitrators. If the CITY and the ASSOCIATION cannot agree within three (3) days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board. The party making the first strike shall be determined by lot.

54.4 The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the Chairperson of the Arbitration Board and

the costs of the preparation of the transcript of the proceedings shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

54.5 The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation in respect to the alleged grievance and determine the remedy or, in the case of a disciplinary action, whether the alleged act or violation actually occurred and if deemed a violation did occur, whether the alleged act or violation actually occurred and if deemed a violation did occur, the level of discipline imposed was appropriate. If deemed not appropriate the arbitrator shall decide the appropriate level of discipline. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the CITY, the ASSOCIATION and the impacted employees, except to the extent provided by Section 56(h) of the City Charter.

54.6 Preservation of Parties Positions and Rights

During negotiations for the 2014-2017 Agreement, the CITY asserted that City Charter 56 prohibits binding arbitration of discipline. The CITY has not agreed to submit disciplinary disputes to arbitration. The ASSOCIATION asserted that while Charter Section 56 *requires* arbitration of interest disputes, it *permits* the parties to negotiate about and agree to binding arbitration for disciplinary matters. The ASSOCIATION is unwilling to remove language from the MOU regarding binding arbitration of discipline. The CITY and the ASSOCIATION acknowledge each party's position and agree to preserve their respective positions and rights regarding submission of disciplinary issues to Binding Arbitration.

By agreeing to include disputes over discipline which are limited to suspensions, reductions in salary, demotions, and terminations in this section, neither party has waived its rights, as set forth above, to claim that disciplinary matters are subject to, or not subject to, binding arbitration, in future negotiations or if Binding Arbitration is invoked under Articles 52 and 54.

General Conditions

54.7 This procedure shall not preclude emergency suspensions without notice and hearing where the continued presence of the employee would present a hazard to employees, the public, or the CITY. When an emergency suspension is imposed, the employee shall be assured of due process in accordance with this procedure.

54.8 Time limits may be extended by mutual agreement in writing or by the City Manager when a written request for such an extension is submitted prior to the expiration of the applicable time period.

ARTICLE 55 CITY RIGHTS

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 Policy. 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, stand, levels and mode of delivery of CITY services.

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

D. Lay off employees, subject to the Personnel Rules and Regulations.

Should the CITY desire to exercise any of these rights, it shall, except in cases of emergencies, give the ASSOCIATION advance, written, notice of its intentions thereof and shall afford the ASSOCIATION the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented to the extent required by law.

ARTICLE 56 EMPLOYEE RIGHTS

Employees shall be free to participate in ASSOCIATION activities described in Government Code Section 3500 et. seq., and as set forth in Section 58 of the City Charter, except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with State law and CITY policies, rules and regulations.

ARTICLE 57 TERM

This Agreement is effective July 1, 2019, and shall expire on June 30, 2020.

ARTICLE 58 MUTUAL OBLIGATION

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 59 RECOMMENDATION

The CITY's Meet and Confer Committee shall recommend the ratification of this Agreement to the City Council and the ASSOCIATION's Meet and Confer Committee shall recommend the ratification of this Agreement to the employees in the CITY's Unit #9 – Police Management Association.

RATIFICATION

For the Association

_____
Micheal Chad Heiser Date

_____
David Linscomb Date

For the City

_____
Jeremia Mills Date

Ratified:
Santa Rosa Police Management Association

By: _____
Micheal Chad Heiser, President Date

Ratified:
City of Santa Rosa

By: _____
Tom Schwedhelm, Mayor Date

Resolution:

EXHIBIT A - 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 two thousand dollars ($2,000) (twenty one hundred dollars ($2100) for employees choosing a premier preferred provider under the current dental program) for each eligible person per year for the following benefits:

BENEFITS	PROGRAM PAYS	EMPLOYEE PAYS
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 is one hundred and fifty dollars ($150), and the allowance for contact lenses is one hundred and twenty five dollars ($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