

**EXHIBIT "A" TO RESOLUTION NO.
WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT
APPROVED BY
THE SANTA ROSA CITY COUNCIL
FOR EMPLOYEES IN THE CITY'S UNITS 11 AND 12
MIDDLE-MANAGEMENT AND CONFIDENTIAL**

July 9, 2024

TABLE OF CONTENTS

ARTICLE 1	CONTRAVENTION OF LAWS.....	4
ARTICLE 2	TERM	4
ARTICLE 3	DEFINITIONS.....	4
ARTICLE 4	PURPOSE	5
ARTICLE 5	SCOPE	5
ARTICLE 6	SEVERABILITY	5
ARTICLE 7	SUPPLEMENT OR MODIFICATION.....	5
ARTICLE 8	MUTUAL RESPONSIBILITY.....	5
ARTICLE 9	RULES AND REGULATIONS.....	6
ARTICLE 10	PAYROLL DEDUCTION	6
ARTICLE 11	HOLIDAYS	6
ARTICLE 12	FLOATING HOLIDAYS.....	7
ARTICLE 13	HOLIDAY PAY	7
ARTICLE 14	VACATION LEAVE.....	8
ARTICLE 15	VACATION “SELL BACK” PROGRAM	8
ARTICLE 16	TIME SAVINGS PLAN – CONFIDENTIAL.....	10
ARTICLE 17	SICK LEAVE	10
ARTICLE 18	SICK LEAVE – INITIAL PROBATIONARY PERIOD	11
ARTICLE 19	SICK LEAVE – FAMILY ILLNESSES	11
ARTICLE 20	SICK LEAVE – RETIREMENT BUYBACK.....	12
ARTICLE 21	SICK LEAVE DEATH BENEFIT	14
ARTICLE 22	CATASTROPHIC LEAVE	14
ARTICLE 23	INDUSTRIAL INJURY OR ILLNESS LEAVE	16
ARTICLE 24	BEREAVEMENT LEAVE	18
ARTICLE 25	MILITARY LEAVE.....	18
ARTICLE 26	JURY LEAVE	19
ARTICLE 27	LEAVE OF ABSENCE	19
ARTICLE 28	WORK SCHEDULE – CONFIDENTIAL.....	19
ARTICLE 29	OVERTIME.....	20
ARTICLE 30	CALL BACK: CONFIDENTIAL EMPLOYEES.....	21
ARTICLE 31	ADMINISTRATIVE LEAVE	21
ARTICLE 32	COMMUNITY INVOLVEMENT	22
ARTICLE 33	INSURANCE PROGRAMS	22
ARTICLE 34	HEALTH INSURANCE.....	22
ARTICLE 35	RETIREE HEALTH SAVINGS PLAN.....	23
ARTICLE 36	COMBINED DENTAL AND VISION INSURANCE	24
ARTICLE 37	LIFE INSURANCE.....	25
ARTICLE 38	DEPENDENT LIFE INSURANCE	25
ARTICLE 39	DISABILITY INSURANCE	25
ARTICLE 40	FLEXIBLE SPENDING ACCOUNT	26
ARTICLE 41	ADDITIONAL INSURANCE PLANS	26
ARTICLE 42	MISCELLANEOUS RETIRED EMPLOYEES HEALTH INSURANCE ..	26
ARTICLE 43	RETIREMENT – MISCELLANEOUS EMPLOYEES	27

ARTICLE 44	HISTORY OF PAYMENT FOR 3% AT 60.....	28
ARTICLE 45	MILITARY, PEACE CORPS AND VISTA BUY BACK.....	29
ARTICLE 46	PERS “PICK-UP”	29
ARTICLE 47	MANAGEMENT SALARY PLAN AND PERFORMANCE EVALUATION SYSTEM	29
ARTICLE 48	SALARY SCHEDULE	30
ARTICLE 49	UNIFORMS	30
ARTICLE 50	CONFIDENTIAL DIFFERENTIAL PAY.....	31
ARTICLE 51	BILINGUAL PAY – MISCELLANEOUS EMPLOYEES.....	31
ARTICLE 52	RECORDING SECRETARY PAY	31
ARTICLE 53	ACTING PAY	32
ARTICLE 54	WELLNESS	32

This Document describes wages, hours and conditions of employment approved at Santa Rosa, California this 9th day of July 2024, by the City of Santa Rosa, hereinafter referred to as the "CITY," for employees in the CITY's Units 11 and 12 (Middle-Management and Confidential), hereinafter referred to as the "UNIT."

ARTICLE 1 **CONTRAVENTION OF LAWS**

1.1 The provisions of this Document shall be subordinate to any present or subsequent Federal law, State law or City Charter provision.

ARTICLE 2 **TERM**

2.1 This Document shall become effective July 9, 2024, except where otherwise provided. Notwithstanding the foregoing, the City Council may amend this resolution at any time and for any reason.

ARTICLE 3 **DEFINITIONS**

3.1 The term "CITY" shall mean the City of Santa Rosa.

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

3.3 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 Middle-Management and Confidential Units.

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

3.5 The work week for all members of Unit 12 Confidential shall be 168 regularly recurring hours. For employees working the 5/40 or 4/10 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working a 9/80 work schedule, each employees designated FLSA work week (168 hours in length) shall begin exactly four hours after the start time of his or her scheduled eight hour shift on the day of the week that corresponds with the employee's alternating regular day off.

3.6 "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.

3.7 The term "retirement" shall mean the following criteria has been met:

a) separation from the CITY; b) qualifying for PERS retirement benefits; and c) having filed an application for retirement with PERS.

3.8 The term “classic member” shall mean all active CalPERS members as of December 31, 2013 or as defined by CalPERS.

ARTICLE 4 **PURPOSE**

4.1 The purpose of this Document is to set forth the full wages, hours and other terms and conditions of employment determined in accordance with State law and City ordinances, rules and regulations.

ARTICLE 5 **SCOPE**

5.1 Any and all prior or existing understandings and/or documents describing wages, hours and other terms and conditions of employment, whether formal or informal, are superseded and terminated in their entirety.

ARTICLE 6 **SEVERABILITY**

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

ARTICLE 7 **SUPPLEMENT OR MODIFICATION**

7.1 Any agreement, alteration, understanding, variation, waiver, supplement or modification affecting any of the terms or provisions contained in this Document shall not in any manner be binding upon the CITY unless made and executed in writing by the CITY and, if required, approved by the City Council.

ARTICLE 8 **MUTUAL RESPONSIBILITY**

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

8.2 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.

8.3 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 9 RULES AND REGULATIONS

9.1 The following rules and regulations as they exist now, or as they may be amended or changed by the CITY, shall be applicable to employees unless superseded by any provisions of this Document:

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

ARTICLE 10 PAYROLL DEDUCTION

10.1 During the term of this Document 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, Deferred Compensation and monthly dues for membership in one (1) authorized employee organization.

ARTICLE 11 HOLIDAYS

11.1 Employees shall receive the following Fourteen (14) 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
Juneteenth Independence Day	June 19
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

ARTICLE 12 **FLOATING HOLIDAYS**

12.1 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. Employees hired between July 1 and December 31 shall receive sixteen (16) hours Floating Holiday time and employees hired between January 1 and June 30 shall receive 8 hours of Floating Holiday time. Following the completion of twenty years of full time equivalent of CITY service, employees shall receive one additional full time equivalent (8 hours) floating holiday for a total of three (3) full time equivalent floating holidays. Regular part-time employees shall receive a pro-rated Floating Holiday balance based on FTE allocation (8 hours x FTE). Floating Holiday hours have no cash value and will not be paid out at separation from employment.

ARTICLE 13 **HOLIDAY PAY**

13.1 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.

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

13.3 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).

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

ARTICLE 14 VACATION LEAVE

14.1 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

14.2 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.

14.3 Maximum vacation accrual is established at three times the annual accrual rate. Regular part-time employees’ maximum is three times the FTE percent of the annual accrual rate. Effective July 1, 2004, any employee in Unit 11 or 12 with a vacation balance at or above the cap will not accrue any additional vacation time until their balance falls below the cap.

14.4 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 workday.

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

14.6 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 Department head or newly hired manager at a higher established vacation accrual rate.

ARTICLE 15 VACATION “SELL BACK” PROGRAM

15.1 Unit 11 – Management Vacation “Sell Back” Program

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

15.1.1.1 The employee may “sell back” up to 80 hours (prorated based on FTE allocation) of vacation providing they have 80 hours of vacation remaining after the

sell back. To sell back vacation hours, the employee will enter on their time card the appropriate number of hours (whole hours only) they would like to sell back. The payout on the “sell back” hours will be made on the following paycheck.

15.1.1.2. 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 they have 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.

15.1.1.2.1 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 15.1.1.1) on the second paycheck in December

15.2 Unit 12 – Confidential Vacation “Sell Back” Program

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

15.2.1.1 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. 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.

15.2.1.2 The sell back must be made by the first paycheck in December of the following year. A bargaining unit member who has elected to sell back vacation but has not done so by the first paycheck in December, will be automatically cashed out for the number of hours elected (subject to the limits of Article 15.2.1) on the second paycheck in December.

ARTICLE 16 **TIME SAVINGS PLAN – CONFIDENTIAL**

16.1 The CITY shall continue the implementation of Finance Department – Time Savings Plan Program for employees in Unit 12. This program outlines procedures that allow employees to buy time off for the purpose of supplementing other accrued time off. More information on this program can be found at the following link:

https://inet.srcity.org/policy/master_library/Time%20Savings%20Plan%20Policy.docx?Web=1

ARTICLE 17 **SICK LEAVE**

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

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

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

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

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

17.5 Sick leave shall not be considered as a right which an employee may use at their discretion and shall be allowed only in case of actual sickness or disability of employee or dependent or as authorized by State law.

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

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

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

17.8 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.

17.9 The CITY shall revoke pay and 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.

17.10 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.

17.11 If an employee has not recovered by the time they have exhausted accumulated sick leave, a leave of absence, without pay, may be requested in writing according to City Policy.

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

17.13 Sick leave shall not be used to extend a date of retirement; however, effective January 1990, a miscellaneous employee, upon retirement, may convert their unused sick leave balance to service credit as provided by Government Code Section 20965.

ARTICLE 18 **SICK LEAVE – INITIAL PROBATIONARY PERIOD**

18.1 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 employees' 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 19 **SICK LEAVE – FAMILY ILLNESSES**

19.1 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, 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, or any other person provided by State law. 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 20 **SICK LEAVE – RETIREMENT BUYBACK**

20.1 Unit 11 – Middle Management

20.1.1 Background: Employees in Unit 11 who were hired prior to January 1, 2010 had one of two options for remuneration of accumulated but unused sick leave as follows:

20.1.2 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

20.1.3 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.

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

20.1.5 Middle Management employees in Option Two made an irrevocable choice of remaining in Option Two or changing to Option One.

20.1.6 Implementation: Effective January 1, 2010, all new Middle Management 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:

20.1.7 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.

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

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

20.1.10 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.

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

20.1.12 Effective January 1, 2010 all employees who remained in Option Two shall be remunerated as described in Article 20.1.3

20.1.13 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 20.1.3. 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.

20.2 Unit 12 - Confidential Employees

20.2.1 Confidential employees shall have a one-time choice at the commencement of employment of one (1) of two (2) options to receive pay for accumulated but unused sick leave as follows:

20.2.2 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

20.2.3 Option Two: All sick leave accumulates and 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 and receive service credit for the remainder OR may choose to convert the entire balance of their sick leave to service credit.

20.2.4 The following conditions shall apply to the two (2) options outlined in Articles 20.2.2 and 20.2.3:

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

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

c. Confidential 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 moving into a classification covered by this Resolution, who were not previously covered by this Resolution, 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 in Article 20.2.3.

ARTICLE 21 SICK LEAVE DEATH BENEFIT

21.1 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 22 CATASTROPHIC LEAVE

22.1 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. The policy can be found on the following link:

https://inet.srcity.org/policy/layouts/15/WopiFrame.aspx?sourcedoc=/policy/master_library/Catastrophic%20Leave.docx&action=default

22.2 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.

22.3 The employee must first exhaust all accrued sick leave, vacation leave, twenty (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.

22.4 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.

22.5 Employees donating vacation, compensatory or administrative leave must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least forty (40) hours after the donation of vacation time, and a sick leave balance of eighty (80) hours after donation of sick leave. Employees may donate all of their accrued compensatory time, administrative leave, or floating holiday time.

22.6 An employee requesting catastrophic leave must receive the recommendation of their Department Head and the approval of the City Manager or the City Manager's 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.

22.7 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 employees' return to work, written approval from the employees' 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.

22.8 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 Codes and PERS regulations.

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

22.10 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.

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

ARTICLE 23 INDUSTRIAL INJURY OR ILLNESS LEAVE

23.1 Miscellaneous Employees:

23.1.1 Industrial injury or illness benefits shall be payable in situations where employee absence is due to industrial injury or illness as provided in California Workers' Compensation law and CITY policies.

23.1.2 Regular full-time employees may select one (1) of the two (2) plans outlined below to receive benefits upon suffering an industrial injury or illness. Employees who do not specifically choose one (1) of the two (2) plans shall be compensated in accordance with the CITY Supplemental Workers' Compensation Plan provided the employee has accumulated paid sick leave.

23.1.3 Regular part-time employees shall be compensated under the State Workers' Compensation Plan as outlined in Article 23.3.

23.2 City Supplemental Workers' Compensation Plan:

This plan supplements the State plan and provides:

23.2.1 The employee shall receive supplemental wages to ensure the pay is equivalent to take-home pay prior to the injury from the CITY during the time the employee has sufficient paid sick leave to supplement "temporary disability payments" as defined by law.

23.2.2 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.

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

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

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

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

23.2.7 During this time, vacation and sick leave shall accrue as if the employee were on full salary, 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.

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

23.3 State Workers' Compensation Plan:

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

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

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

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

23.3.4 No regular CITY salary shall be paid.

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

23.3.6 The City shall continue to pay health, dental, and vision premiums in the same manner as prior to the injury while the employee is receiving temporary disability and the employee shall continue to pay the employee 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.

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

ARTICLE 24 **BEREAVEMENT LEAVE**

24.1 Full-time employees shall be paid 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. Payment for bereavement leave shall only be authorized by the Department Head or designee.

24.2 Employees shall be allowed at least five (5) workdays off for bereavement leave. Employees may supplement the paid bereavement leave in Section 24.1 with accrued leave (including vacation or sick leave) to reach a total of five (5) workdays of bereavement leave.

ARTICLE 25 **MILITARY LEAVE**

25.1 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, all other applicable laws and CITY policies.

25.2 The employee shall furnish to the City Manager's Office or designee, satisfactory proof of their orders to report for duty and of their actual service pursuant to such orders.

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

ARTICLE 26 JURY LEAVE

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

26.2 Employees serving as jurors shall be paid as follows:

26.2.1 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 27 LEAVE OF ABSENCE

27.1 Employees may request a leave of absence, without pay, 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. These requests may be approved as follows:

27.1.1 By the department head for a time not exceeding three (3) working days.

27.1.2 By the City Manager or Human Resources Director for any time exceeding three (3) working days.

27.2 If the continuous period of absence is confined within one (1) calendar month and is less than the full calendar month, insurance benefits shall be continued by the CITY 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 unless covered under FMLA.

ARTICLE 28 WORK SCHEDULE – CONFIDENTIAL

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

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

28.3 Except as outlined below, each shift shall include a non-paid meal period scheduled approximately at the mid-point of the shift.

28.4 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.

28.5 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.

28.6 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:

28.6.1 The rest period shall be with pay.

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

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

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

28.6.5 Rest periods shall not accumulate if not taken.

ARTICLE 29 **OVERTIME**

29.1 Management employees required to work beyond the regular work week shall not be paid overtime unless required by law.

29.2 Confidential employees 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 their regularly scheduled hours unless requested or approved by their supervisor or in case of an emergency.

29.2.1 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."

29.3 Overtime for Confidential employees may be compensated by compensatory time-off (CTO) pursuant to the Finance Policy concerning Compensatory Time Off specifically designated Procedure II-8. By mutual consent of the City Manager's Office and employees in Unit 12, a compensatory time payment program has been established. This program provides Unit 12 employees the option to cash out some or all of accrued compensatory time. Procedures for "cashing out" CTO can be found at the following link: https://inet.srcity.org/policy/_layouts/15/WopiFrame2.aspx?sourcedoc=/policy/PENDING_AdminPolicies/Pay-out%20for%20Accrued%20Compensatory%20Time%20Units%204-6-7%20and%2012.pdf&action=default

29.3.1 Whether used or paid out, CTO will be paid at the employee's regular rate of pay in effect at the time.

ARTICLE 30 **CALL BACK: CONFIDENTIAL EMPLOYEES**

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

ARTICLE 31 **ADMINISTRATIVE LEAVE**

31.1 Administrative Leave shall be provided each fiscal year as follows for Middle Management employees:

31.1.1 Twenty (20) hours annual Administrative leave for all Management employees, prorated for regular part-time employees, scheduled by Department Head upon request.

31.1.2 An additional sixty (60) hours annual Administrative shall be available for Management employees, prorated for permanent part-time employees, subject to approval and scheduling by the department head. Administrative Leave is not accruable from fiscal year to fiscal year and any unused time shall not be paid out upon separation, unless 31.1.3 has not been utilized prior to separation.

31.1.3 Unit 11 employees shall have the option of selling back up to forty (40) hours of administrative leave under the following procedure:

31.1.3.1 The employee will enter on their timecard the appropriate number of hours (whole hours only) they would like to sell back. The payout on the “sell back” hours will be made on the following paycheck.

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

ARTICLE 32 **COMMUNITY INVOLVEMENT**

32.1 The CITY encourages upper level 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 33 **INSURANCE PROGRAMS**

33.1 The CITY shall provide the insurance programs described in this Document. 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 34 **HEALTH INSURANCE**

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

34.2 The most current health insurance plan details and documents can be found online at <https://flimp.live/CityofSantaRosa>.

34.3 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 at or below six percent (6%) of the least expensive monthly premium, employees with those plans shall also contribute twelve and one half percent (12.5%).

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

c. For the most expensive monthly health premium, employees shall contribute twenty percent (20%) of the cost of the premium if the average premium difference is twelve percent (12%) or more than the least expensive premium. If the most

expensive premium has an average premium difference greater than six percent (6%) but less than twelve percent (12%), the employee shall pay fifteen percent (15%).

d. Deductions occur semi-monthly. Current contributions can be found online at <https://flimp.live/CityofSantaRosa>.

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

34.5 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%	

34.6 Health Insurance – Part-Time Employees:

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

ARTICLE 35 RETIREE HEALTH SAVINGS PLAN

35.1 Unit 11 – Middle Management

35.1.1 The CITY established a retiree health savings plan for employees in Unit 11 – Middle Management 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, with assets remaining after employee's death going to spouse/qualified dependents.

35.1.2 The retiree health savings plan is employee funded with a mandatory one half of one percent (0.5%) of base earnings and by the annual sick leave payout as described in Article 20.1.7. Additionally, 25% of accrued vacation upon separation will be contributed to the plan in accordance with the plan document.

35.2 City Contribution to Health Savings Plan

Effective the first full pay period following July 1 2017, the City will contribute one-quarter percent (0.25%) of base wage to each Unit 11 employee's Health Savings Plan, for a total City contribution of one-quarter percent (0.25%) of base wage. Effective the first full pay period following July 1, 2018, the City will increase this contribution by one-quarter percent (0.25%) of base wage, for a total City contribution of one half percent (0.5%) of base wage. Effective the first full pay period following July 1, 2019, the City will increase this contribution by one quarter percent (0.25%) of base wage, for a total City contribution of three quarters percent (0.75%) of base wage.

ARTICLE 36 **COMBINED DENTAL AND VISION INSURANCE**

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

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

36.3 Enrollment for dental and vision benefits shall be combined. Employees shall be required to elect both dental and vision insurance benefits or neither insurance benefits.

Part-time Employees:

36.4 Part-time employees may elect to enroll in the combined dental and vision care insurance coverage and the CITY will contribute the percentage of the premium equaling the authorized position full-time equivalent (FTE) towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employees do not elect coverage, no cash payment will be

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

ARTICLE 37 **LIFE INSURANCE**

37.1 Employee

The CITY shall provide term life insurance and accidental death and dismemberment in the same amount for each full time and part-time employee as follows:

<u>Employee Category</u>	<u>Amount City Provides</u>	<u>Supplement Insurance Employee May Purchase</u>
Middle Management	\$50,000	\$200,000
Confidential	\$50,000	\$200,000

37.2 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 the employees 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 lessor 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 available at <https://flimp.live/CityofSantaRosa>.

ARTICLE 38 **DEPENDENT LIFE INSURANCE**

38.1 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 39 **DISABILITY INSURANCE**

39.1 The City shall offer benefit eligible employees a short-term and long-term disability insurance program and pay the monthly premium costs. 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. Description of the program benefits are available in the Plan documents on the Employee Benefits Webpage available at <https://flimp.live/CityofSantaRosa>.

ARTICLE 40 **FLEXIBLE SPENDING ACCOUNT**

40.1 The CITY shall provide a Flexible Spending Account (Section 125) which provides for both a dependent care and a medical spending account, consistent with State and Federal law.

ARTICLE 41 **ADDITIONAL INSURANCE PLANS**

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

ARTICLE 42 **MISCELLANEOUS RETIRED EMPLOYEES HEALTH INSURANCE**

42.1 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 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.

42.2 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, 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.

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

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

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

ARTICLE 43 RETIREMENT – MISCELLANEOUS EMPLOYEES

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

43.2 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 Pension Reform 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.

43.3 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

43.4 Effective January 1, 2013, new members as described in Article 43.2 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.

43.5 Effective July 13, 2014, each bargaining unit member shall pay, through payroll deductions, 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 one and one half percent (1.5%) above the contribution rate set by CalPERS for PEPRA tier 3 members.

43.6 The history of CalPERS Changes is as follows:

44.6.1 Effective January 1, 1992, the Miscellaneous employees were provided retirement benefits under the State Public Employees' Retirement System at 2% at 55 formula.

43.6.2 Effective May 4, 2003, the Miscellaneous employees were provided retirement benefits under the State Public Employee's Retirement System of 3% at 60 formula at a cost of 8.02%.

43.6.3 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.

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

43.8 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 44 HISTORY OF PAYMENT FOR 3% AT 60

44.1 Effective July 1, 2002, there shall be a one percent (1%) increase for each classification in Unit 12. This increase reflects a three and one-tenths percent (3.1%) reduction to partially fund the PERS retirement program at 3% at 60.

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

44.3 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.

44.4 Effective July 1, 2004, there shall be a two point four five percent (2.47%) due to pay for the cost of the 3% at 60 retirement.

44.5 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 five 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.

44.6 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 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.

44.7 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 45 **MILITARY, PEACE CORPS AND VISTA BUY BACK**

45.1 Effective January 1, 2001, the CITY amended its contract with PERS so an employee may buy back the employee's Peace Corps or AmeriCorps Volunteers in Service to America (VISTA) service as provided by the Government Code.

45.2 Effective September 19, 1998, the CITY amended its contract with PERS so an employee may buy back the employee's military service as provided by Government Code Section 20930.3.

ARTICLE 46 **PERS "PICK-UP"**

46.1 The CITY shall continue the implementation of Section 414(h)(2) of the Internal Revenue code concerning the tax treatment of employee's retirement contribution, designated by the Public Employees Retirement System as PERS "Pick-Up".

ARTICLE 47 **MANAGEMENT SALARY PLAN AND PERFORMANCE EVALUATION SYSTEM**

47.1 All Management classifications, except City Council-appointed positions, shall be included in a Management Salary Plan and Performance Evaluation System as established and administered by the City Manager.

ARTICLE 48 **SALARY SCHEDULE**

48.1 Effective the pay period including July 1, 2024, all unit employees shall receive a seven percent (7%) COLA.

48.2 Effective the first full pay period following July 1, 2025, all unit employees shall receive a four percent (4%) COLA.

48.3 Effective the first full pay period following July 1, 2026 all unit employees shall receive a four percent (4%) COLA.

48.4 **Market Equity Adjustments**

48.4.1 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 final data provided by the 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%).

48.4.2 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.

48.4.3 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) foundation.

48.5 A current salary schedule can be found at:

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

ARTICLE 49 **UNIFORMS**

49.1 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.

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

ARTICLE 50 **CONFIDENTIAL DIFFERENTIAL PAY**

50.1 Classifications designated to the Confidential Unit with corresponding classifications in other units shall maintain a minimum of 2.65% salary differential above the salary range of the corresponding classification. This differential is made up of the traditional 2.0% and an additional .65% which was added on October 2, 2005 when Unit 12 voted to eliminate their Retiree Health Stipend.

50.2 Those classifications in unit 12 without a corresponding classification in another unit, shall receive the same salary adjustments excluding equity adjustments as those classifications identified in 50.1.

50.3 Beginning January 10, 2016 the CITY set aside .63% of pay which constitutes the difference between what corresponding classifications in other units received as part of a Retiree Health Stipend. This set aside of .63% will be placed in one of the personal city-sponsored Deferred Compensation Plans of members of Unit 12- Confidential.

50.4 Effective the first full pay period following July 1, 2017, the City will make a contribution to the Deferred Compensation Plans of Unit 12 members of one-quarter percent (0.25%) of base wage. Effective the first full pay period following July 1, 2018, the City will increase this contribution by one-quarter percent (0.25%) of base wage, for a total contribution of one-half percent (0.5%) of base wage. Effective the first full pay period following July 1, 2019, the City will increase its contribution by one-quarter percent (0.25%) of base wage, for a total contribution of three-quarters percent (0.75%) of base wage.

ARTICLE 51 **BILINGUAL PAY – MISCELLANEOUS EMPLOYEES**

51.1 Employees in Units 11 and 12 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%) 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 Department of Human Resources.

ARTICLE 52 **RECORDING SECRETARY PAY**

52.1 Employees assigned in writing by their Department Head to serve as recording “secretary” to the City Council or Council-appointed board or commission shall receive a payment of one dollar and twenty cents (\$1.20) per hour for all hours worked.

This work shall include, but not be limited to, being responsible for preparing the agenda, notification, assembling background materials and taking care of minutes and processing post-meeting documents.

ARTICLE 53 **ACTING PAY**

53.1 Acting Pay. 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.

53.1.1 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.

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

ARTICLE 54 **WELLNESS**

54.1 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, so that the employee may defer some of the expenses normally incurred for wellness. The \$500 payment shall be made on the first check in January of each year and shall be limited to employees in a paid status at the time of 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

