

EXHIBIT "A" TO RESOLUTION NO. 27037  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SANTA ROSA  
AND THE  
SANTA ROSA CITY EMPLOYEES ASSOCIATION  
FOR AND ON BEHALF OF THE EMPLOYEES IN THE  
CITY'S UNIT #4 – SUPPORT SERVICES  
CITY'S UNIT #6 – PROFESSIONAL  
CITY'S UNIT #7 - TECHNICAL

JULY 2007 – JUNE 2008  
JULY 2008 – JUNE 2009  
JULY 2009 – JUNE 2010

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ARTICLE 1                    DESIGNATION OF THE PARTIES

1.1 This Agreement is by and between the City of Santa Rosa, hereinafter referred to as "City," and the Santa Rosa City Employees' Association, hereinafter referred to as "Association."

ARTICLE 2                    RECOGNITION

2.1 Pursuant to Ordinance No. 1515, the Employer-Employee Relations Ordinance of the City of Santa Rosa and applicable state law, the Santa Rosa City Employees' Association was designated by the City of Santa Rosa City Council as the representative of employees in City's Unit #4 - Support Services, Unit #6 - Professional and Unit #7 -Technical, (hereinafter "Unit").

ARTICLE 3                    MUTUAL RESPONSIBILITY

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

ARTICLE 4                    TERM

4.1 This Agreement shall become effective July 1, 2007, except where otherwise provided and all its provisions shall terminate at twelve (12) midnight on June 30, 2010.

ARTICLE 5                    RENEGOTIATION

5.1 If the Association wants to negotiate a successor Agreement, it shall submit its request to begin negotiations, as well as its full and entire written proposal to amend the Agreement, to the City by March 1, 2010.

5.2 Once the request and proposal are received by the City, negotiations shall begin within fifteen (15) days or March 10, whichever is later.

ARTICLE 6            DEFINITIONS

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

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

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

6.4 The term "work week" shall mean any consecutive seven (7) day period, as determined by the City, beginning at 12:01 a.m. on the first day and ending at 12:00 midnight on the seventh day.

6.5 "Qualified domestic partner" shall mean a California registered domestic partner and/or a City domestic partner registered with Risk Management and as defined by the City policy.

6.6 The term "retirement" shall mean separation from the City and filing and qualifying with PERS and going on the PERS retirement roll the day following the last day of paid status.

ARTICLE 7            CITY RIGHTS

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

the right to:

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

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

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

7.1.4 Lay off employees, subject to the Personnel Rules and Regulations and the City's Layoff Procedures dated June 23, 2004.

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

## ARTICLE 8            EMPLOYEE AND ASSOCIATION RIGHTS

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

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

8.3 City shall send the Association a list of new employees by department and classification at least every three (3) months.

ARTICLE 9            ASSOCIATION LEAVE

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

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

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

9.4 For an employee to be eligible to use Association Leave, the President shall make a written request to the Employee Relations Manager. If such a request is approved by the Employee Relations Manager, the affected employee shall use his/her department's normal procedure for requesting time off.

ARTICLE 10            LEAVE OF ABSENCE

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

10.1.1 By the Department Head for a time not exceeding twenty-four (24) working hours.

10.1.2 By the City Manager's Office for any time exceeding twenty-four (24) working hours.

10.2 If the continuous period of absence is confined within one (1) calendar month and is less than the full calendar month, insurance benefits shall be continued by

the City. In all other instances, the employee shall make arrangements to prepay the appropriate monthly premiums if insurance benefit coverage is to continue.

ARTICLE 11        JURY LEAVE

11.1 Every classified City employee who serves as a trial juror or is compelled to appear on behalf of the City under service of process, shall be entitled to be absent from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call.

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

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

ARTICLE 12        BEREAVEMENT LEAVE

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

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

12.3 Payment for bereavement leave shall only be authorized by the City Manager's Office.

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

ARTICLE 13            MILITARY LEAVE

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

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

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

ARTICLE 14            INDUSTRIAL INJURY OR ILLNESS LEAVE

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

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

14.3 City Supplemental Workers' Compensation Plan

This plan supplements the State plan and provides:

14.3.1 The employee shall receive full salary from the City.

14.3.2 This plan provides for full salary continuation with the employee's sick leave accrual being charged at the rate of one half (1/2) for each day of absence for an employee making over \$30.00 per hour and one fourth (1/4) for each day of absence for an employee earning \$30.00 per hour or less.

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

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

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

#### 14.4 State Workers' Compensation Plan

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

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

14.4.2 No sick leave shall be charged the employee.

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

14.4.4 No regular City salary shall be paid.

14.4.5 No compensation shall be paid for the day of injury or for the

subsequent three (3) days unless the employee was hospitalized or lost time exceeds twenty-one (21) days.

ARTICLE 15      SICK LEAVE

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

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

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

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

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

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

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

15.5.1 Intentionally self-inflicted;

15.5.2 Participating in a criminal act;

15.5.3 Participating in a riot;

15.5.4 Working for an employer other than the City;

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

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

15.5.7 After a termination date.

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

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

15.8 The City shall revoke pay, sick leave time and take appropriate disciplinary action if the employee is not using sick leave as authorized or has engaged in private or other public work while on sick leave.

15.9 The Supervisor may require an employee to provide a health care provider's statement verifying that the employee's absence was due to illness. The supervisor must consult with the department's Administrative Services Officer or designee or the Human Resources Department prior to making this request.

15.10 If an employee has not recovered by the time his/her accumulated sick leave has been exhausted, 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.

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

15.12 Sick Leave - Reinstatement

See Rule 4 Section 1 of the Personnel Rules and Regulations.

#### 15.13 Sick Leave - Initial Probationary Period

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

#### 15.14 Sick Leave - Family Illness

Employees may use hours of accumulated sick leave during the fiscal year for the serious illness of their spouse, qualified domestic partner, child, step-child, child of employee's domestic partner, parents and grandparents. With prior approval of the City Manager or his/her designee an employee may use accumulated sick leave to care for the serious illness of other members of the household or family. The City may require an employee to provide a medical professional's statement which outlines the severity of the illness and expected duration or treatment prior to approving the use of sick leave under this article.

#### 15.15 Sick Leave - Retirement

Any employee who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the City has the option to receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours. The rate of pay shall be the regular hourly rate of pay at the time the position is vacated. Sick leave shall not be used to extend a date of retirement. An employee, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965 (See 33.5).

An employee may elect to convert all unused sick leave to service credit.

15.16 Sick Leave - Employee Death

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

ARTICLE 16        HOLIDAYS

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

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

16.2 Floating Holidays may be taken in increments of not less than one (1) hour.

16.3 Floating Holidays must be taken during the fiscal year in which they are earned.

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

16.4 Beginning July 1, 2006, following twenty (20) years of City service, employees shall receive one (1) additional full time equivalent Floating Holiday each fiscal year for a total of three (3) full time equivalent Floating Holidays.

16.5 Holiday pay shall be computed based on the number of hours in the employee's regular work shift times the employee's regular hourly rate of pay. The regular work shift for employees participating in a 4/10 schedule shall be considered to remain at 8 hours for purposes of computing holiday pay. An employee assigned to a 4/10 work schedule shall use two (2) hours of appropriate accrued leave balances to fulfill the requirement of recording ten (10) regular hours for each holiday taken off (8 hours holiday plus 2 hours appropriate accrued leave balances).

16.6 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.

16.6.1 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.

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

16.8 Employees required to work holidays shall be compensated at the overtime rate for the hours worked. Employees assigned to a 4/10 schedule, and are required to work a holiday, shall be compensated at the over time rate for eight (8) hours and shall be required to use two (2) hours of vacation or compensatory time as provided in Article 16.5.

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

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

**ARTICLE 17**      **VACATION**

17.1 Effective July 6, 2003, employees shall earn and may accumulate vacation time as indicated below:

<b>YEARS OF SERVICE</b>	<b>HOURS EARNED MONTHLY</b>	<b>HOURS EARNED ANNUALLY</b>	<b>MAXIMUM HOURS</b>
1 – 4	6-2/3	80	160
5 – 11	10	120	240

12 – 24	13 1/3	160	320
25+	16 2/3	200	400

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

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

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

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

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

ARTICLE 18      WORK SCHEDULE

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

18.2 Employees shall be scheduled to work on regular work shifts, having a regular starting and quitting time, which consists of 8, 9 or 10 consecutive hours,

exclusive of the meal period provided below.

18.2.1 See Unit #7 Appendix

18.2.2. See Unit #7 Appendix

18.2.3 See Unit #7 Appendix

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

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

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

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

18.6.1 The rest period shall be with pay;

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

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

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

18.6.5 Rest periods shall not accumulate if not taken.

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

18.7.1 Except for emergencies, the work schedule for a majority of a classification shall not be changed without ten (10) working days' notice.

The City shall notify the Association and at the request of the Association shall meet and confer concerning the change. Such meet and confer shall be completed within the ten (10) day notice period.

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

18.7.3 See Unit #7 Appendix

## ARTICLE 19            SALARIES

19.1. Effective July 1, 2007 there shall be a salary increase equal to 100% of the average bimonthly percentage change in the SF/OAK/SJ CPI-U for the months from April 2006 through February 2007. Regardless of the foregoing, there shall be a minimum salary increase of two and one half percent (2.5%) and a maximum salary increase of five percent (5%). This results in a 3.33% Cost of Living Adjustment for all classifications covered by this Agreement. In addition there shall be a one and one half percent increase (1.5%) equity increase for all classifications covered by this Agreement.

19.2 Effective July 6, 2008 there shall be a two percent (2%) salary increase and effective January 4, 2009 there shall be an additional two percent (2%) salary increase for all classifications covered by this Agreement.

19.3 Effective July 5, 2009 there shall be a two percent (2%) salary increase and effective January 3, 2010 there shall be an additional two percent (2%) salary increase for all classifications covered by this Agreement.

19.4 As a result of a bench mark survey, effective July 5, 2009, the following classifications shall receive equity adjustments indicated below:

1.6%	Recreation Coordinator and Purchasing Technician
1.99%	Senior Administrative Assistant, Customer Service Representative, Senior Customer Service Representative, Administrative Secretary, Accounting Assistant and Accounting Technician
0.32%	Building Inspector and Senior Building Inspector
3.83%	Environmental Compliance Inspector, Environmental Specialist and Senior Environmental Specialist
1.28%	Programmer Analyst and Senior Programmer Analyst
.85%	Instrumentation Technician, Senior Instrumentation Technician, Electrical Technician, Senior Electrical Technician and Electrician

19.5 For specific salaries for each classification, click on the following link:

<http://ci.santa-rosa.ca.us/departments/hr/salaries/Pages/SalaryPlan.aspx>.

19.6 On July 1, 2002 there was a 3.1% reduction in COLA to pay for the 3% at 60 retirement plan.

19.7 Effective July 1, 2003 there was a 2.45 % pre-taxed payroll deduction to pay for the 3% at 60 retirement plan.

19.8 Effective July 1, 2004 there was be an additional 2.47 % owed for a total of 4.92 % to pay for the 3% at 60 plan.

19.9 Effective July 1, 2004 there was a 2% City paid contribution toward the cost of the 3% at 60 retirement plan. The balance due of 2.92 % was paid as a pre-taxed payroll deduction beginning July 1, 2004.

19.10 If the COLA effective July 1, 2005 is sufficient to pay all or any portion of the 2.92 % balance due, the aforementioned payroll deduction or portion thereof will end. In the event the entire cost has not been paid by July 1, 2005, then the remaining amount due shall be taken as a salary reduction.

19.11 Effective July 3, 2005, the COLA of 4.48% shall be used to pay the remaining 2.92% balance due for the 3% at 60 retirement plan and the aforementioned payroll deduction shall end. The remaining 1.56% shall be available for a cost of living adjustment.

ARTICLE 20            PERS "PICK-UP"

20.1 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 21            OVERTIME

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

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

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

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

21.5 See Article 48, "Overtime for Night Meetings."

ARTICLE 22            COMPENSATORY TIME OFF (CTO)

22.1 Selection of CTO

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

22.2 Use of CTO

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

### 22.3 Payment of CTO

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

22.3.1 Effective January 2006 a CTO “cash out” program was made available.

This program provides an employee with the option to “cash out” some or all of his/her accrued CTO. Procedures for “cashing out” CTO can be found at the following link: <http://cityweb.srcity.org/departments/hr/Policies%20Library/Pay-out%20for%20Accrued%20Compensatory%20Time%20Units%204-6-7%20and%2012.pdf>.

## ARTICLE 23            INSURANCE PROGRAMS

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

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

## ARTICLE 24            HEALTH INSURANCE

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

Effective July 1, 2005, employees shall share in the cost of the monthly premium at the rate of 9% of the premium through payroll deduction. Effective July 1, 2006, employees shall share in the cost of the monthly premium at the rate of 12.5% of the premium. Applicable monthly premium contributions for this program can be found at the following link:

<http://cityweb.srcity.org/EmployeeServices/webpartpagelibrary1/Health%20Plans.aspx>

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

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

#### ARTICLE 25            DENTAL INSURANCE

25.1 The City shall offer employees and their dependent(s), including qualified domestic partners, a dental insurance program under the terms as set forth below:

25.2 The City shall contribute 100% toward the premium for full time employees.

25.3 Applicable monthly premium contributions for this program can be found at the following link:

<http://cityweb.srcity.org/departments/riskmanage/Pages/Dentalplan.aspx>

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

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

25.6 In general, the program provides employees and their dependent(s), including qualified domestic partners, basic dental insurance coverage of payment of the indicated percentage up to the maximum of \$2,000\* for each eligible person per year for the following benefits:

<b>Benefits</b>	<b>Program Pays</b>	<b>Employee Pays</b>
Diagnostic & Preventive	100%	-0-
Other Basic	80%	20%
Crowns, Jackets and Cast Restoration	80%	20%
Prosthodontic	80%	20%
Orthodontic	50%	50%

\$2000 lifetime maximum per person for orthodontics

\*For employees choosing a premium preferred provider under the current dental program, the maximum per year is \$2,100

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

25.8 Employees, including Permanent Part-time Employees, may enroll for a minimum of two years in the dental program at time of hire, within 60 days of a qualifying event, or during open enrollment. Employees may drop coverage because of a qualifying event or anytime after two years of continuous coverage. Employees dropping coverage will be allowed to re-enroll in the program(s) during annual open enrollment or when a qualifying event occurs.

ARTICLE 26      VISION CARE INSURANCE

26.1 The City shall offer employees and their dependent(s), including qualified domestic partners, a vision care program which provides an eye examination once each twelve (12) months, lenses once each twenty-four (24) months, and frames once each twenty-four (24) months. The deductible shall not exceed twenty dollars (\$20.00).

26.2 There shall be no premium cost to the employee during the term of this Agreement. The City shall provide each employee under this coverage with a summary description of the program.

26.3 The City shall provide a vision care insurance program for part-time employees. Part-time employees may elect to participate in the vision plan, and the City will contribute a percentage of the amount equaling the employee's authorized position full-time equivalency (FTE) towards the selected coverage. The part-time employees 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. Employees may elect to enroll in the vision program in accordance with guidelines set forth in Article 25.8.

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

ARTICLE 27      COMPUTER VISION CARE PLAN (CVC)

27.1 The City will consider ergonomic factors in the use of computer terminals by employees and will make reasonable efforts to acquire equipment that will produce high levels of user comfort and safety.

27.2 An employee who is assigned to use as part of their regular job assignment a computer terminal for twenty (20) hours per week or more on an ongoing basis will be

entitled to the CVC benefit.

27.3 Employees eligible under this Agreement will receive a CVC eye examination and, if prescribed, special CVC lenses and frames through an arrangement with the Vision Service Plan (VSP). CVC examinations can only be performed by a VSP member eye care provider. Full-time computer terminal users eligible for the CVC benefit must include their CVC eye examination with the annual VSP eye examination. The twenty dollar \$20 deductible is applicable to this benefit.

27.4 The City reserves the right to change providers or provide coverage through self insurance.

## ARTICLE 28      LIFE INSURANCE

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

28.2 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. Effective October 1, 2004, the amount of spouse or domestic partner life insurance may not exceed fifty percent (50%) of the supplemental insurance amount the employee has on himself or herself. Proof of good health may be required for spouse or domestic partner life insurance subject to the rules of the insurance carrier.

28.3 The City shall provide each employee under this program with a certificate

of coverage and a summary description of the program.

ARTICLE 29            LONG-TERM DISABILITY INSURANCE

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

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

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

ARTICLE 30            ADDITIONAL INSURANCE PLANS

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

ARTICLE 31            RETIRED EMPLOYEES HEALTH INSURANCE

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

conversion privilege.

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

31.3 If the City institutes a program where it pays all or any portion of the health insurance costs for retired employees, then such program shall be extended on the same basis and at the same time to the employees in this Unit who retire during the term of this Agreement. See Article 33.6.

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

## ARTICLE 32      RETIREMENT

32.1 Employees are provided retirement benefits under the State Public Employees Retirement System as follows:

<u>Employee Type</u>	<u>Retirement Program</u>
Miscellaneous	"3% at 60"

32.1.1 The Association and the City have reached agreement on a new two tiered retirement plan for newly hired employees. This agreement shall be contingent upon the City meeting and conferring with the other miscellaneous bargaining units. If the City is successful in reaching agreement with the other miscellaneous units, regarding this new two tiered retirement benefit, then effective July 1, 2009, or upon reaching agreement with the other miscellaneous units, the City shall amend its contract

with PERS. The amended contract shall provide employees hired after the effective date of the amendment with the benefit under the State Public Employees Retirement System known as 2.5% @ 55. Employees hired prior to the effective date of amendment shall continue with the benefit under the State Public Employees Retirement System known as 3.0% @ 60. If agreement is not reached with the other miscellaneous units the retirement benefit shall remain at 3% at 60 until the parties agree otherwise.

32.2 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. Effective July 9, 2000, the City amended its contract with PERS to provide Pre-Retirement Optional Settlement 2 Death Benefit. Effective May 4, 2003, the City amended its contract with PERS to provide the 3 % at 60 retirement formula.

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

32.4 The City shall provide each employee a description of this retirement plan.

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

32.6 The City will establish and administer a plan and trust to provide a retiree health stipend benefit plan. It is intended that, under this plan and trust, benefits paid to employees will be tax free, contributions will be pre-tax and trust income will be tax

exempt. The City and Association will take all steps necessary to achieve these goals including an amendment to this MOU if necessary.

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

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

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

32.6.4 In the event the City and Association are unable to agree on a plan and trust, distribution of stipend benefits will continue to be made to eligible retirees retiring before January 1, 2008 on a taxable basis. No payment will be made to otherwise qualified employees leaving City service January 1, 2008 or thereafter until the City and Association come to full agreement on how to disburse the funds.

32.6.5 Plan Adoption: With this MOU, the approved plan is adopted effective January 1, 2008 and all employees leaving the bargaining unit that date or thereafter are subject to the terms of the plan except as specified above.

32.6.7 Employees are eligible to receive benefits when they terminate city employment, reach the age of 55, and have 4 or more years of service within the unit as

defined in the Plan. For employees covered by this Agreement as of January 1, 2008, all time in service with the City prior to that date is considered in computing years of service in the plan. After January 1, 2008, only time in service within the bargaining unit is considered in computing years of service for the Plan.

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

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

32.6.10 Employees eligible for benefits effective January 1, 2008 will receive benefits as shown below:

<b>WHOLE YEARS OF SERVICE-</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in Jan 2008</b>
Less than 4 years service	None	0
4 years	8.33%	\$8.33
5	16.66%	\$16.66
6	25%	\$25.00
7	33.33%	\$33.33
8	41.66%	\$41.66
9	50%	\$50.00
10	58.33%	\$58.33

11	66.66%	\$66.66
12	75%	\$75.00
13	83.33%	\$83.33
14	91.66%	\$91.66
15 or more	100%	\$100.00

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

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

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

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

ARTICLE 33      UNIFORMS

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

33.2 Employees provided uniforms or a uniform allowance by the City shall receive them by the first day of November each fiscal year. Employees shall be

responsible for the normal maintenance and upkeep of uniforms and work clothes in accordance with City policy. Annual uniform allowance shall be one hundred and ninety dollars (\$190).

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

33.4 See Units # 6 Appendix and Unit #7 Appendix

33.5 See Unit #7 Appendix

#### ARTICLE 34            CALL BACK

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

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

34.1.2 The return is necessitated by unanticipated work requirements; and

34.1.3 The employee actually returns to work.

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

34.3 Civilian employees of the Police Department, who provide support services for the Special Response Unit and the Crisis Negotiations Unit, and are required to return to duty to provide said support, shall receive call back pay as provided in Article 34.1.

34.4 Civilian employees of the Police Department, who provide support services for the Special Response Unit and the Crisis Negotiations Unit, and are required to return to duty to provide said support, shall receive a shift differential of one dollar and forty cents (\$1.40) for all hours actually worked between 6:00 p.m. and 12:00 a.m., and one dollar and eighty cents (\$1.80) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

ARTICLE 35            COURT APPEARANCES

35.1 Employees subpoenaed by the City to appear in court during off-duty hours shall receive a minimum of two (2) hours' pay at the regular hourly rate.

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

ARTICLE 36            STANDBY ASSIGNMENT

See Unit #7 Appendix

ARTICLE 37            SHIFT DIFFERENTIAL

See Unit #4 Appendix and Unit #7 Appendix

ARTICLE 38            RULES AND REGULATIONS

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

38.1.1 For Personnel Rules and Regulations, click on the following link:

<http://cityweb.srcity.org/departments/hr/Personnel%20Rules%20and%20Regulations%20Library/Forms/AllItems.aspx>

38.1.2 Employer-Employee Relations Ordinance can be found at the following link.

<http://cityweb.srcity.org/departments/hr/Personnel%20Rules%20and%20Regulations%20Library/Rules%20and%20Regulations%20to%20the%20Employer-Employee%20Relations%20Ordinance.pdf>

38.2 Classification Change Notification: The Association shall be notified of classification changes proposed by the Human Resources Department.

ARTICLE 39            WORK CURTAILMENT

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

ARTICLE 40            CONTRAVENTION OF LAWS

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

ARTICLE 41            SEVERABILITY

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

ARTICLE 42            FULL UNDERSTANDING, MODIFICATION, WAIVER

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

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

42.3 It is further agreed and understood that, except in cases of emergency, the City shall not implement any changes to any matter within scope, as defined by the Meyers, Milias, Brown Act, as amended, not covered herein without first having met and conferred with the Association. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence.

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

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

ARTICLE 43            CATASTROPHIC LEAVE

43.1 Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury either to themselves, a spouse, a qualified domestic partner, a parent or a dependent minor child.

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

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

43.4 The employee must first exhaust all accrued sick leave, vacation leave and compensatory time before qualifying for catastrophic leave.

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

43.6 Employees donating vacation or compensatory time must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time. Employees may donate all of their accrued compensatory time. Effective July 1, 2006, employees may also donate sick leave up to twenty four (24) hours in a fiscal year. Employees donating sick leave must have a balance of 80 hours after the donation of sick leave.

43.7 An employee requesting catastrophic leave must receive the

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

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

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

43.10 While an employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

ARTICLE 44            ACTING SENIOR WASTEWATER PLANT OPERATOR

See Unit #7 Appendix

ARTICLE 45            GRIEVANCE REPRESENTATIVE

**45.1 Number of representatives**

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

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

act as a substitute.

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

## 45.2 Release Time

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

45.2.2 The grievance representative shall operate within their designated area.

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

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

45.2.5 The Association agrees that whenever a grievance representative

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

#### **45.3 Recognized Representative**

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

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

#### **ARTICLE 46            ASSOCIATION/MANAGEMENT MEETINGS**

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

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

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

#### **ARTICLE 47            TIME SAVINGS PLAN**

47.1 The City shall continue the implementation of Administrative Services Accounting Procedure II-10 outlining a program (Time Savings Plan) that would allow employees to buy time off for supplementing vacation, holiday, or other compensatory leave.

#### **ARTICLE 48            OVERTIME FOR NIGHT MEETINGS**

48.1 Any employee covered under this Agreement shall receive a minimum of two (2) hours of overtime pay for hours actually worked any time he/she is required by

the City to attend and, in fact, does attend an evening meeting.

ARTICLE 49            RECORDING SECRETARY

See Unit #4 Appendix

ARTICLE 50            ADVANCED COMPUTER SYSTEMS ADMINISTRATION

See Unit #4 Appendix

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

See Unit #6 Appendix

ARTICLE 52            BILINGUAL PAY

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

ARTICLE 53            AUTHORIZED AGENTS

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

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

53.1.2 Association's principal authorized agent shall be the President or his/her duly authorized representative (address: P. O. Box 3182, Santa

Rosa, CA 95402; telephone (707) 546-3782, FAX (707) 546-4879), except where a particular representative is specifically designated in the Agreement.

ARTICLE 54            RECOMMENDATION

54.1 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 #4 - Support Services, Unit #6 - Professional and Unit #7 - Technical.

MEET AND CONFER COMMITTEE

Jacyn Elm 3/7/08  
Fran Elm Date

David Heath 3-10-08  
David Heath Date

Renee Young 3/10/08  
Renee Young Date

Tony Alvernaz 4/10/08  
Tony Alvernaz Date

Lorrie Abbott 9-9-08  
Lorrie Abbott Date

Steve Brady 3/11/08  
Steve Brady Date

Alan Holland 9-5-08  
Alan Holland Date

Chris Huffman 9-5-08  
Chris Huffman Date

Karen Larsen 9/9/08  
Karen Larsen Date

Mike Reynolds 9/8/08  
Mike Reynolds Date

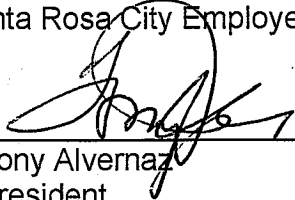
Bette Smith 9/9/08  
Bette Smith Date

RATIFICATION

Ratified:

Santa Rosa City Employees Association

By

  
Tony Alvernaz  
President

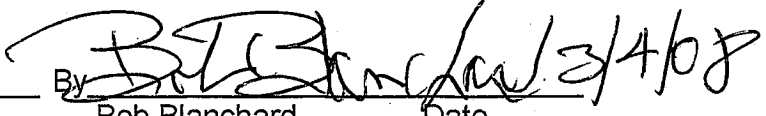
4/10/08

Date

Ratified:

City of Santa Rosa

By

  
Bob Blanchard  
Mayor

Date

Resolution No. 27037

UNIT 4

APPENDIX

ARTICLE 37      SHIFT DIFFERENTIAL

37.1 Employees employed in the classification of Data Entry Operator shall receive a shift differential as provided below.

37.2 Employees shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours actually worked between 6:00 p.m. and 12:00 a.m. and one dollar and eighty cents (\$1.80) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

ARTICLE 49      RECORDING SECRETARY

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

ARTICLE 50      ADVANCED COMPUTER SYSTEMS ADMINISTRATION

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

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

UNIT 6

APPENDIX

ARTICLE 33      UNIFORMS

33.4 Footwear

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

33.4.2 Employees required by management to wear safety toe footwear with one of the following labels, ANSI ZR41 PT 99 or ANSI ZR41 PT 91, shall receive an additional fifteen dollars (\$15.00) to be used toward the purchase of safety toe footwear.

33.4.3 The annual footwear allowance shall be two hundred dollars (\$200).

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

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

and acting as liaison while coordinating the department's computer technology efforts with the Information Services Division; shall receive a three percent (3%) premium pay above their current salary.

## UNIT 7

### APPENDIX

#### ARTICLE 18      WORK SCHEDULE

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

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

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

18.7.3 Wastewater Operators currently report to work 15 minutes before their shift begins to coordinate with those working the previous shift. To compensate, the

City pays for fifteen (15) minutes of their thirty (30) minute lunch break.

ARTICLE 33            UNIFORMS

33.4 Footwear

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

33.4.2 Employees required, by management, to wear safety toe footwear with one of the following labels, ANSI ZR41 PT 99 or ANSI ZR41 PT 91, shall receive an additional fifteen dollars (\$15.00) to be used toward the purchase of safety toe footwear.

33.4.3 The annual footwear allowance shall be two hundred dollars (\$200).

33.5 Transit and Parking Employees

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

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

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

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

33.5.4 The uniform allowance shall be five hundred dollars (\$500.00).

#### ARTICLE 36      STANDBY ASSIGNMENT

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

36.1.1 Seventy eight dollars (\$78.00) per twenty-four (24) hour period on standby.

36.1.2 The overtime rate for all hours actually worked on a job when called out while on standby.

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

#### ARTICLE 37      SHIFT DIFFERENTIAL

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

37.2 Employees shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours worked during swing shift.

37.3 Employees shall receive a shift differential of one dollar and eighty cents (\$1.80) per hour for all hours worked during graveyard shift.

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

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

37.6 Employees shall receive the shift differential provided herein below for all hours actually worked. Between four (4) p.m. and twelve (12) a.m. it shall be one dollar and forty cents (\$1.40). Between twelve (12) a.m. and six (6) a.m. it shall be one dollar and eighty cents (\$1.80) per hour.

37.7 Civilian employees of the Police Department, who provide support services for the Special Response Unit and the Crisis Negotiations Unit, and are required to return to duty to provide said support, shall receive a shift differential of one dollar and forty cents (\$1.40) for all hours actually worked between 6:00 p.m. and 12:00 a.m., and one dollar and eighty cents (\$1.80) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

ARTICLE 44      ACTING SENIOR WASTEWATER PLANT OPERATOR

44.1 Wastewater Operator I/II assigned as Acting Senior Wastewater Plant

Operator shall be paid thirty five dollars (\$35) per shift while so assigned.