

EXHIBIT "A" TO RESOLUTION NO. RES – 2021- 189

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ROSA

AND THE

TEAMSTERS LOCAL UNION 856

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 1, 2021 – JUNE 30, 2024

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## **EXHIBITS**

Sideletter:	Classification and Compensation Survey
Exhibit A:	Insurance Plans
Exhibit B:	Salary Schedule
Exhibit C:	CTO Cash Out Policy
Exhibit D:	Premiums for Medical Plans (2022)
Exhibit E:	Benefit Summaries for Vision and Dental Plans (2022)

**Exhibit F: Premiums for Vision and Dental Plans (2022)**  
**Exhibit G: Side letters Regarding Unfunded CalPERS Liability**  
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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 Teamsters Local Union 856, hereinafter referred to as "Union."

**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, Teamsters Local Union 856 is recognized as the sole representative of employees in City's Unit #4 - Support Services, Unit #6 - Professional and Unit #7 -Technical, (collectively, hereinafter "Unit").

**ARTICLE 3**            **MUTUAL RESPONSIBILITY**

3.1     The City and Union 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, 2021 except where otherwise provided and all its provisions shall terminate at twelve (12) midnight on June 30, 2024.

**ARTICLE 5**            **RENEGOTIATION**

5.1     No later than March 15, 2024, either party can notice the other with a written request to begin negotiations for a successor agreement.

5.2     Once a request is received, negotiations shall begin within fifteen (15) days or at a mutually agreed upon date.

**ARTICLE 6**            **DEFINITIONS**

6.1     The term "City" shall mean the City of Santa Rosa.

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 bargaining units listed in Article 2. Part-time permanent employees shall be members of the classified service.

6.4 The work week for all members shall be 168 consecutive regularly recurring hours. For employees working the 5/8 or 4/10 work schedules, 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 employee's 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.

6.5 "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 October 7, 2014.

6.6 The term "retirement" shall mean separation from the City and filing and qualifying with PERS.

## **ARTICLE 7**            **CITY RIGHTS**

7.1 The City reserves, retains and is vested with any management rights not expressly granted to the Union 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 August 8, 2008.

7.2 Should the City desire to exercise any of these rights, it shall, except in cases of emergencies, give the Union advance, written notice of its intentions thereof and shall afford the Union 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 Union 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 Union activities without interference, intimidation or discrimination in accordance with State law and City policies, rules and regulations, including provisions of this Agreement.

### **8.3 Dues Deduction**

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

The pro-rated monthly deductions, together with a written statement of the names and amounts deducted, shall be forwarded promptly to the Union office each month. Dues shall be deducted only for members of the Union within the represented unit.

At the time of initial employment, the City shall distribute to new unit members Union prepared information about Union membership and Association-prepared payroll deduction authorization forms. At the time of the employing City department's orientation, the employing City department shall identify the union shop steward/representative for the worksite and introduce the new employee to the representative if practical. Each pay period, the City shall provide the Union with a list of newly hired unit members.

#### Indemnification

The Union shall indemnify and hold harmless the City, its officers and employees, from and against any and all loss, damages, costs, expenses, claims, attorney fees, demands, actions, suits, judgments, and other proceedings arising out of any action relating to this provision 8.3, Association Security.

#### 8.4 Monthly Bargaining Unit Report

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

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



- Personnel Email, if available

#### 8.5. New Employee Orientation

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

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

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

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

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

### **ARTICLE 9**        **UNION LEAVE**

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

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

9.3     The Union Representatives shall designate the employees who may use

unpaid Union Leave time.

9.4 For an employee to be eligible to use Union Leave, the Union Representative 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 unless otherwise required by law:

10.1.1 By the Department Head for a time not exceeding three workdays.

10.1.2 By the City Manager's Office for any time exceeding three workdays.

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 City employee who serves as a trial juror shall be entitled to be absent from their duties with the City during the period of such service.

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

11.3 Time served as a juror for irregular shift employees shall be considered as time worked so that an irregular shift employee shall not be required to appear in court

and also work a shift for the City during any twenty-four-hour (24) period.

## **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 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 their orders to report for duty and of their 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 fourth (1/4) day for each day of absence.

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 their 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 Participating in a criminal act;
- 15.5.2 Participating in a riot;
- 15.5.3 Working for an employer other than the City;

- 15.5.4 During vacation unless the employee was confined to a hospital or other fixed location under written doctor's orders;
- 15.5.5 During a layoff, leave of absence or disciplinary suspension; and/or,
- 15.5.6 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 For absences of less than three (3) days, employees will not be required to provide any written documentation of illness except in cases when there is reasonable suspicion of sick leave abuse.

In cases where the employee has been absent for three (3) consecutive days, or has exhausted available sick time, or upon reasonable suspicion of sick leave abuse, the City may require the employee to provide verification of the employee's illness or disability. This verification must be provided within a reasonable period of time not to exceed five (5) working days following the request for verification. If the employee fails to provide the required verification the City may deny the employee paid sick time for the absence.

15.10 If an employee has not recovered by the time his/her accumulated sick leave has been exhausted, the employee may request a leave of absence, without pay, pursuant to Article 10.

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

15.12 Sick Leave - Reinstatement

Sick leave reinstatement shall be administered in accordance with 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 an immediate family member. For the purposes of this section, "immediate family member" is defined as the employee's child (including an employee's biological, adopted, or foster child, stepchild, legal ward, or a 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 (as defined in Article 6.5), the parent(s) of an employee's spouse or domestic partner, grandparent, grandchild or sibling. 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 up to one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours paid (for example, an employee with eight hundred hours of accrued and unused sick leave at the time of retirement may cash out up to four hundred (400) of those hours but an employee with eighteen hundred (1800) hours of accrued and unused sick leave at the time of retirement may only cash out up to six hundred (600) of those hours.) The rate of pay shall be the regular hourly rate of pay at the time the position is vacated. Consistent with Government Code Section 20965, 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 30.7). 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 thirteen (13) holidays:

<b>HOLIDAYS</b>	<b>DATE</b>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Cesar Chavez Day	March 31
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 quarter hours (0.25 hour increments.)

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 sixteen (16) hours and employees hired between January 1 and June 30 shall receive eight (8) hours of Floating Holiday time.

16.4 Following the completion of twenty (20) years of City service, employees shall receive one (1) additional Floating Holiday each fiscal year for a total of three (3) Floating Holidays. Eligible part-time employees will receive this benefit on a prorated basis (for example, an employee who works 0.5 FTE will receive an additional 0.5 Floating Holiday after twenty (20) years of City service up to a maximum of 1.5 additional Floating Holidays.)

16.5 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 the employee shall be eligible for eight (8) hours of holiday pay. If the number of hours a full-time employee is regularly scheduled to work is changed, holiday pay shall be changed accordingly.

16.6 If 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 alternate work schedules (such as a 4/10 or 9/80 work schedule), whose work week normally includes three consecutive days off, will observe the preceding workday when a holiday falls on the first day off. If the holiday falls on either of the last two days off, the following workday shall be observed. If the holiday falls on a single

regular day off, the following day shall be observed as the holiday.

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 workday.

16.8 Employees required to work holidays shall be compensated at the overtime rate for the hours worked on the holiday.

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 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 OF ACCUMULATION</b>
1 to 4	6 2/3	80	160
5 – 9	10	120	240
10 – 14	13 1/3	160	320
15 - 19	14 1/6	170	340
20 – 24	15	180	360
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 eight (8), nine (9) or ten (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 Wastewater Operators currently report to work fifteen (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. A typical shift for Wastewater Operators will include a duty free, uninterrupted meal period of thirty (30) minutes.

## **ARTICLE 19**      **SALARIES**

### 19.1 Salary Schedule

#### 19.1.1 COLA

- (a) Effective November 7, 2021, the City shall increase the current salary schedules for unit employees by three percent (3.0%) to reflect a cost of living increase (COLA).

- (b) Effective the first full pay period following April 1, 2022, the City shall increase the then-current salary schedules for unit employees by two and a half percent (2.5%) to reflect a COLA.
- (c) Effective the first full pay period following July 1, 2023, the City shall increase the then-current salary schedules for unit employees by two and a half percent (2.5%) to reflect a COLA.
- (d) Effective the end of the pay period following Council adoption all members shall receive a one-time lump sum, non-pensionable payment of \$5,000.

19.1.2 The Salary Schedules effective November 7, 2021 are attached at Exhibit B. For the most up-to-date Salary Schedules, please refer to the Human Resources Website.

**ARTICLE 20**      **IMPLEMENTATION OF INTERNAL  
REVENUE CODE SECTION 414(h)(2)**

As permitted by law, including Internal Revenue Code Section 414(h)(2) and Government Code Section 20516, each unit member shall pay through payroll deductions the PERS contributions described in Article 30 with state and federal income tax on the PERS member contribution deferred to the extent permitted by law, including Internal Revenue Code, 26 USC Section 414(h)(2).

**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 18.5).

21.5 See Article 47, "Overtime for Off Shift 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 cause the employee's accrued CTO to exceed one hundred (100) hours.

### **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 A CTO "cash out" program is available. This program provides an employee with the option to "cash out" some or



all of their accrued CTO. The current version of the CTO “cash-out” policy is attached as Exhibit C for reference purposes only. For the most up-to-date CTO “cash-out” policy, please contact the Human Resources Department.

## **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 below.

## **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.

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

- (a) Employees shall 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 (the “mid-range” plan), 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 plan.
- (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 and one half percent (12.5%) or more than the least expensive premium. If the most expensive premium has an average premium difference greater than six percent (6%) and less than twelve percent (12%), the employee shall pay fifteen percent (15%).
- (d) Regular-hire full-time and part-time employees working at least 20 hours/week or more are eligible to participate in health insurance plans, and the City will contribute a percentage of the amount equaling the bargaining unit member’s authorized position full-time equivalent (FTE) towards the selected coverage. Part-time employees will be

responsible for the balance of premiums through payroll deductions. If the part-time employee waives coverage, no cash payment will be made in lieu of the insurance.

- (e) Deductions for the costs of health plan premiums shall be made through payroll deduction, and shall occur semi-monthly.
- (f) All employees must enroll in medical insurance coverage unless the employee requests a waiver of coverage from the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other minimum essential group coverage. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify the Human Resources Department and enroll in a City sponsored health insurance program within 30 (thirty) days after termination of such coverage.

24.2 Prior to open enrollment the City shall publish new rates and employee contributions to the premium payment for the next calendar year during Open Enrollment.

24.3 A summary description of benefits for the Teamsters medical plans can be found in the Employee Benefits Guide and Employee Benefits website available online at: <https://flimp.live/CityofSantaRosa>.

## **ARTICLE 25**        **COMBINED DENTAL AND VISION INSURANCE**

25.1 The City shall offer employees and their dependent(s), including qualified domestic partners, a combined dental and vision insurance program. The most up-to-date 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>.

25.2 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.

25.3 The City shall contribute one hundred percent (100%) toward the combined dental and vision benefit premium for full time employees. Current plan year rates can be found on the Employee Benefits Webpage.

## **ARTICLE 26**        **LIFE INSURANCE**

26.1 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.

26.2 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 his/her cost through a payroll deduction system. Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier. Optional spouse or domestic partner life insurance may also be purchased in increments of \$10,000 up to the 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.

## **ARTICLE 27**      **DISABILITY INSURANCE**

27.1 The City shall offer benefit eligible employees a short-term and long-term disability insurance program. The City will pay the monthly premium costs during the term of this Agreement. Details of the program benefits are outlined in the plan document available on the Employee Benefits Webpage.

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

27.2.1 The major components of the plan are:

27.2.1.1 55% of insured earnings;

27.2.1.2 \$1,500 maximum weekly benefit;

27.2.1.3 \$25 minimum weekly benefit;

27.2.1.4 Elimination period of 7 days.

## **ARTICLE 28**      **ADDITIONAL INSURANCE PLANS**

28.1 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 29**      **RETIRED EMPLOYEES HEALTH INSURANCE**

29.1 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 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. 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.

29.2 Employees enrolled in the health plan, in the month prior to retirement, who have access to another employer provided insurance plan, may exercise a waiver if they enroll in other group minimum essential coverage, and submit a letter of request to the Teamsters Health Trust, that allows them a one-time option to re-enroll in the waived health plan within thirty (30) days of termination of that other employer provided insurance plan. Proof of other group minimum essential coverage will be required to exercise the one-time option to re-enroll in the waived retiree health plan.

## **ARTICLE 30**        **RETIREMENT**

30.1 Employees are provided retirement benefits under the California Public Employees Retirement System (CalPERS) as described in this Article 30.

30.2 Tier One: Enhanced 3% at 60 Retirement Program – Bargaining Unit Members Hired Before July 8, 2012

Effective July 8, 2012, this Section 30.2 (including subsections) shall apply to bargaining unit members hired before July 8, 2012.

### **30.2.1**        **3% at 60 Pension Formula**

The “3% at 60” enhanced retirement program will be available to bargaining unit members covered by this Section 30.2.

### **30.2.2**        **Final Compensation Based On Twelve Month Period**

For purposes of determining a retirement benefit, final

compensation for bargaining unit members covered by this Section 30.2 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

30.2.3      Required Bargaining Unit Member Contribution

Bargaining unit members covered by this Section 30.2 shall pay, through payroll deduction, the eight percent (8.0%) member contribution and an additional two and one half percent (2.5%) of PERSable compensation for a total of ten and one half percent (10.5%) member contribution toward the normal costs of pension benefits as permitted by Government Code Section 20516.

30.2.4      The parties agree to meet and confer during the term of this contract to discuss the current status of the side letters attached as Exhibit G, which relate to the unfunded liability portion of the 3%@60 benefit.

30.3      Tier 2: 2.5% at 55 Retirement Program – Bargaining Unit Members Hired On or After July 8, 2012, and Before January 1, 2013

Effective July 8, 2012, this Section 30.3 (including subsections) shall apply to bargaining unit members hired on or after July 8, 2012, and before January 1, 2013. In addition, this Section 30.3 shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements:

30.3.1      2.5% at 55 Pension Formula

The “2.5% @ 55” retirement program will be available to bargaining unit members covered by this Section 30.3.

30.3.2      Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 30.3 shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 21362.2.

30.3.3      Required Bargaining Unit Member Contributions

Bargaining unit members covered by this Section 30.3 shall pay, through payroll deduction, the eight percent (8.0%) member contribution and an additional two and one half percent (2.5%) of PERSable compensation for a total of ten and one half percent (10.5%) member contribution toward the normal costs of pension benefits as permitted by Government Code Section 20516.

30.4 Tier Three: PEPRA Retirement Tier Required For Bargaining Unit Members  
Hired On or After January 1, 2013 and Not Qualified For Reciprocity

Effective January 1, 2013, this Section 30.4 (including subsections) shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).



30.4.1      2% at 62 Pension Formula

The “2% @ 62” retirement program will be available to bargaining unit members covered by this Section 30.4.

30.4.2      Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section 30.4 shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

30.4.3      Required Bargaining Unit Member Contributions

As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section 30.4 shall pay, through payroll deduction, fifty percent (50%) of normal cost of pension benefits.

30.4.4      Pension Cost Sharing

Bargaining unit members covered by this Section 30.4 shall pay, through payroll deduction, an additional member contribution of two and one half percent (2.5%) of PERSable compensation toward the normal cost of pension benefits as permitted by Government Code Section 20516.

30.5 Transit Employees: For purposes of this subsection “Transit Employees” are defined as employees working in the City’s Transit Division in the classifications of Research and Program Coordinator, Department Technology Coordinator, Administrative

Secretary, Senior Administrative Assistant and Customer Service Representative.

30.5.1 Transit Employees hired before January 1, 2013 shall be classified as “classic members” and shall be entitled to either Tier One or Tier Two retirement benefits based on their eligibility as described in sections 30.2 and 30.3 above.

30.5.2 Transit Employees hired on or after January 1, 2013 through December 29, 2014 shall be classified “classic members” and shall be entitled to Tier Two retirement benefits for their time in City service between these two dates. Beginning on December 30, 2014 and going forward, such Transit Employees will be classified as “new members” and entitled to Tier Three retirement benefits.

30.5.3 Transit Employees hired on or after December 30, 2014 shall be classified as “new members” as that term is defined in section 7522.04(e) of the California Government Code and shall be entitled to Tier Three retirement benefits.

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

30.7 The City shall provide each employee a description of this retirement plan, and information is available on the CalPERS web site at [www.CalPERS.ca.gov](http://www.CalPERS.ca.gov).

30.8 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.

## **ARTICLE 31**

## **RETIREMENT MEDICAL STIPEND**

31.1 The City has established a retiree health stipend benefit plan and trust. 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.

- 31.1.1 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.
- 31.1.2 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.
- 31.1.3 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.
- 31.1.4 Plan Adoption: 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.
- 31.1.5 Employees are eligible to receive benefits when they terminate City employment, reach the age of fifty-five (55), and have four (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.

- 31.1.6 The intent of this plan is for the eligible retiree payments to remain at the amount specified when the retiree first became eligible for payments. 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 consistent with the terms of the plan document. For any benefit amount change to be effective, the unit must submit a notice to the City's Risk Manager which includes (i) the date and results of the unit's vote, (ii) the new benefit amounts approved by the unit, and (iii) the effective date for those changes. For retroactive changes, the City must receive this notice no later than February 15th of the calendar year following the year in which the change is proposed to take effect (for example, the City must receive the notice by February 15, 2018 for any changes intended to be retroactive

to January 2017). The notice must be signed by an individual who has the authority to bind the unit.

31.1.7 Employees who were in the bargaining unit and retired at a minimum age of fifty-five (55), between July 1, 1998 and December 31, 2007 with at least fifteen (15) consecutive years of service with the City shall receive eighty dollars (\$80) per month.

31.1.8 Employees eligible for benefits effective January 1, 2008, who retired on or before October 1, 2014 currently 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

- 31.1.9 All stipend payments are made monthly or upon receipt of reimbursement request according to rules of the plan.
- 31.1.10 Retiree benefit shall **NOT** transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree;
- 31.1.11 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 sixty-two hundredths of a percent (0.62%) of salary commencing at midnight June 30, 2000, on behalf of employees to this Plan.
- 31.1.12 In addition to the contributions set forth in Article 31.1.11, the City will make the following contributions in lieu of COLA increases:
- Effective October 5, 2014, the City will contribute an additional twenty-eight hundredths of a percent (.28%) on behalf of employees to this Plan.
  - Effective July 12, 2015, the City will contribute an additional twenty-one hundredths of a percent (.21%) on behalf of employees to this Plan.
  - Effective the first day of the first full pay period of January 2016, the City will contribute an additional fourteen

hundredths of a percent (.14%) on behalf of employees to this Plan.

31.1.13 As set forth in Section 31.1.12, the City contributes an amount equal to one and one quarter percent (1.25%) of base wages to the Stipend Plan on behalf of employees covered by this MOU. Effective the first full pay period after July 1, 2017, the City will increase its contribution by one-quarter percent (0.25%) of base wage, for a total of one and a half percent (1.5%) of base wage. Effective the first full pay period following July 1, 2018, the City will increase its contribution by one-quarter percent (0.25%) of base wage, for a total contribution of one and three quarters percent (1.75%) 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 two percent (2.0%) of base wage.

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

31.2 Eligible employees who retired after October 1, 2014 and prior to July 1, 2016, shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in October 1, 2014</b>
Less than 4 years' service	None	0
4 years	8.33%	\$10.41
5	16.66%	\$20.83
6	25%	\$31.25
7	33.33%	\$41.66
8	41.66%	\$52.08
9	50%	\$62.50
10	58.33%	\$72.91
11	66.66%	\$83.33
12	75%	\$93.75
13	83.33%	\$104.16
14	91.66%	\$114.58
15 or more	100%	\$125.00

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

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



31.3 Eligible employees who retired on or after July 1, 2016 shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2016</b>
Less than 4 years' service	None	0
4 years	8.33%	\$12.50
5	16.66%	\$24.99
6	25%	\$37.50
7	33.33%	\$50.00
8	41.66%	\$62.49
9	50%	\$75.00
10	58.33%	\$87.50
11	66.66%	\$100.00
12	75%	\$112.50
13	83.33%	\$125.00
14	91.66%	\$137.49
15 or more	100%	\$150.00

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

31.3.2 Retiree benefit shall NOT transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.4 Eligible employees who retired on or after July 1, 2017 shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2017</b>
Less than 4 years' service	None	0
4 years	8.33%	\$16.66
5	16.66%	\$33.32
6	25%	\$50.00
7	33.33%	\$66.66
8	41.66%	\$83.32
9	50%	\$100.00
10	58.33%	\$116.66
11	66.66%	\$133.32
12	75%	\$150.00
13	83.33%	\$166.66
14	91.66%	\$183.32
15 or more	100%	\$200.00

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

31.4.2 50% of retiree benefit shall transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.5 Eligible employees who retire on or after July 1, 2018 shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2018</b>
Less than 4 years' service	None	0
4 years	8.33%	\$20.83
5	16.66%	\$41.65
6	25%	\$62.50
7	33.33%	\$83.33
8	41.66%	\$104.15
9	50%	\$125.00
10	58.33%	\$145.83
11	66.66%	\$166.65
12	75%	\$187.50
13	83.33%	\$208.33
14	91.66%	\$229.15
15 or more	100%	\$250.00

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

31.5.2 50% of retiree benefit shall transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.6 Eligible employees who retire on or after July 1, 2019 shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2019</b>
Less than 4 years' service	None	0
4 years	8.33%	\$24.99
5	16.66%	\$49.98
6	25%	\$75.00
7	33.33%	\$99.99
8	41.66%	\$124.98
9	50%	\$150.00
10	58.33%	\$174.99
11	66.66%	\$199.98
12	75%	\$225.00
13	83.33%	\$249.99
14	91.66%	\$274.98
15 or more	100%	\$300.00

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

31.6.2 50% of retiree benefit shall transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

31.7 Eligible employees who retire on or after July 1, 2020 shall receive benefits as listed below:

<b>WHOLE YEARS OF SERVICE</b>	<b>ACCRUED BENEFIT PERCENTAGE</b>	<b>AMOUNT OF MONTHLY STIPEND in July 1, 2020</b>
Less than 4 years' service	None	0
4 years	8.33%	\$29.16
5	16.66%	\$58.31
6	25%	\$87.50
7	33.33%	\$116.66
8	41.66%	\$145.81
9	50%	\$175.00
10	58.33%	\$204.16
11	66.66%	\$233.31
12	75%	\$262.50
13	83.33%	\$291.66
14	91.66%	\$320.81
15 or more	100%	\$350.00

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

31.7.2 50% of retiree benefit shall transfer to spouse, qualified domestic partner other beneficiary or estate upon death of retiree.

## **ARTICLE 32**      **UNIFORMS**

32.1 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.

32.2 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).

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

32.4 See Unit # 6 Appendix and Unit #7 Appendix for details regarding Footwear.

32.5 See Unit #7 Appendix for details regarding uniforms for Parking Enforcement Officers, Parking Operations Aides and Parking Operations Coordinators.

### **ARTICLE 33**      **CALL BACK**

33.1 An employee who has completed their workday, has left the work site, and is ordered to return to duty following the normal workday 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:

33.1.1      The order to return to work occurs following the termination of their normal work shift on the day the return is required;

33.1.2      The return is necessitated by unanticipated work requirements; and

33.1.3      The employee actually returns to work.

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

33.3 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 33.1.

33.4 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. Effective the first full pay period following July 1, 2017, these shift differentials shall increase to one dollar and eighty cents (\$1.80) for all hours actually worked between 6:00 p.m. and 12:00 a.m., and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

33.4.1 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.

## **ARTICLE 34**      **COURT APPEARANCES**

34.1 Employees subpoenaed by or on behalf of the City, to appear in court or attend other related appearances, such as depositions, during off-duty hours shall receive a minimum of two (2) hours' pay at the overtime rate.

34.2 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.

34.3 Time served 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.

**ARTICLE 35**            **STANDBY ASSIGNMENT**

See Unit #7 Appendix for details

**ARTICLE 36**            **SHIFT DIFFERENTIAL**

See Unit #4 Appendix and Unit #7 Appendix

**ARTICLE 37**            **RULES AND REGULATIONS**

37.1 The City's Personnel Rules and Regulations and the Employer-Employee Relations Ordinance as they exist now or as they may be amended through the meet and confer process, shall be applicable to employees and the Union unless superseded by any provision of this Agreement. For reference purposes only, the Personnel Rules and Regulations and the Employer-Employee Relations Ordinance are attached as Exhibits H and I respectively. For the most up-to-date version of these documents, please contact the Human Resources Department.

37.2 Classification Change Notification: The Union shall be notified of classification changes proposed by the Human Resources Department, and the City shall meet and confer with the Union regarding the proposed changes to the extent required by law.



**ARTICLE 38**        **WORK CURTAILMENT**

38.1 Under no conditions or circumstances shall the Union or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, 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 39**        **CONTRAVENTION OF LAWS**

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

**ARTICLE 40**        **SEVERABILITY**

40.1 Should any part of this Agreement 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 Agreement.

**ARTICLE 41**        **FULL UNDERSTANDING, MODIFICATION, WAIVER**

41.1 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.

41.2 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.

41.3 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 Union. For purposes of this Agreement, emergency means any sudden and unforeseeable incident or occurrence.

41.4 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 Union.

41.5 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 42**        **CATASTROPHIC LEAVE**

42.1 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. See the Catastrophic Leave Policy on the Employee Services Web page for more information.

42.2 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.

42.3 Employees who have successfully completed two thousand eighty (2,080) hours or 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 or dependent minor child.

42.4 The employee must first exhaust all accrued sick leave, vacation leave and

compensatory time before qualifying for catastrophic leave.

42.5 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.

42.6 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 forty (40) hours after the donation of vacation time. Employees may donate all of their accrued compensatory time. 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 eighty (80) hours of sick leave after the donation.

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

42.8 The Finance 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.

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

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

## **ARTICLE 43**        **ACTING SENIOR WASTEWATER PLANT OPERATOR**

See Unit #7 Appendix for details.

## **ARTICLE 44**        **GRIEVANCE PROCESS**

### 44.1. Definition, Scope and Right to File

A grievance may be filed by an individual employee, or jointly by a group of employees, or by an employee organization. Grievances may be processed and appeals may be filed on behalf of an employee who has completed the required initial probationary period and attained permanent status.

All grievances shall be filed in accordance with this procedure. A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with a memorandum of understanding, City ordinance, resolution, rule or regulation affecting working conditions. Disputes over individual disciplinary actions are not considered grievances and are addressed in Rule 7.

### 44.2. General Conditions

44.2.1.        The Human Resources Department shall act as a central repository for all grievance records. Grievance records are filed separately and are not a part of any employee's personnel file.

44.2.2.        Time limits may be extended by mutual agreement in writing or by the City Manager where a written request for such an extension is submitted prior to the expiration of the applicable time period. If a City representative does not respond within the required time limits and the time limits have not been

extended, then the grievance shall be advanced to the next step.

44.2.3. An aggrieved employee may be represented by any person or organization of choice at any stage of the proceedings. A representative of an organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included, upon prior request of the grievant, is entitled to be present at all meetings, conferences, and hearings.

44.2.4. In situations where there are disputes which do not fall under this chapter, due to the dispute not meeting the definition of a grievance, or a deadline being missed, the parties to the dispute are encouraged to continue to address the issue, including seeking mediation.

#### 44.3. Informal Grievance Procedure

As soon as possible, but within 14 calendar days of the discovery of an event giving rise to a grievance, the grievant or representative shall present the grievance clearly and succinctly, either verbally or in writing, to the supervisor, except in situations where the grievance involves the relationship with the supervisor; in those situations, the grievance shall be submitted to the next higher level of supervision within the same time frame. The parties are encouraged to seek mediation to resolve the dispute. Mediation services are available through the Human Resources Department or from other City mediators to assist in bringing the grievance to a resolution. The grievant and supervisor

have a mutual responsibility to have the matter resolved, if possible, at the organizational level of origin.

The supervisor shall provide the grievant with a written response to the grievance within seven (7) calendar days of the last meeting with the employee regarding the grievance. Presentation of an informal grievance shall be necessary prior to the filing of a formal grievance.

#### 44.4. Formal Grievance Procedure

If the issue grieved was not resolved informally, a formal written grievance shall be filed within 14 calendar days after receipt of the supervisor's response to the informal grievance. The grievance will include a clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding, or other pertinent document involved, the date on which the grievance occurred and a proposed solution to the grievance. A formal grievance shall only be initiated by completing a form provided by the Human Resources Department.

##### 44.4.1. Department Review:

Within 14 calendar days after the formal grievance is filed, the department head or designated representative shall investigate the grievance, confer with the grievant, attempt to resolve the issue and make a decision in writing. The parties are encouraged to seek mediation to resolve the dispute.

If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within seven (7) calendar days

after notification of the department head's decision, request the City Manager or designee to consider the decision rendered by the department head. Such request shall be in writing and filed with the Human Resources Director.

44.4.2. City Manager Review

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

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

If the decision of the City Manager or designee does not resolve the grievance to the satisfaction of the grievant, the grievant may file a request for a hearing before the Personnel Board. The request for a hearing shall be made in writing within seven (7) calendar days from the date of receipt of the decision of the City Manager or designee.

44.5. Appeal to the Personnel Board

Appeals to the Personnel Board will be conducted in accordance with Rule

8, Personnel Board Hearings, of these rules and any rules or procedures established by the Personnel Board.

**44.6. Non-Reprisal**

Every employee subject to this procedure shall be guaranteed the free and complete right to process a grievance pursuant to this procedure. No City official, department head, or any other person or body shall harass, coerce, intimidate, or threaten an employee, group of employees, or employee organizations because of the exercise of their rights under this procedure.

**44.7. Informal Complaint Procedure for Probationary Employees**

Probationary employees shall have access to an informal complaint procedure only for issues limited to misapplication or misinterpretation of the MOU or City policies or procedures. Probationary employees should immediately bring complaints regarding these issues to their supervisor. This informal complaint procedure is not available for disciplinary actions or decisions to end employment during the probationary period. If additional assistance is needed in resolving the dispute, the parties are encouraged to seek mediation. Mediation services are available from the Human Resources Department. If the issue is not resolved, the employee may discuss the issue with the Department Head or the Director of Human Resources.

**ARTICLE 45**      **UNION/MANAGEMENT MEETINGS**

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

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

45.3 The agenda shall be prepared by the City after discussion with the Union.



**ARTICLE 46**            **TIME SAVINGS PLAN**

46.1 The City shall continue to administer the Time Savings Policy, which allows employees to buy time off for supplementing vacation, holiday, or other compensatory leave and, which is attached as Exhibit J for reference purposes only.

**ARTICLE 47**            **OVERTIME FOR OFF SHIFT MEETINGS**

47.1 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 any meeting scheduled outside of his/her regular shift, including evening meetings and meetings scheduled on an employee's regular day off (RDO).

**ARTICLE 48**            **RECORDING SECRETARY**

See Unit #4 Appendix for details.

**ARTICLE 49**            **ADVANCED COMPUTER SYSTEMS ADMINISTRATION**

See Unit #4 Appendix for details.

**ARTICLE 50**            **3% PREMIUM PAY TO COORDINATE DEPARTMENT'S TECHNOLOGY PLAN**

See Unit #6 Appendix for details.

**ARTICLE 51**            **BILINGUAL PAY**

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

**ARTICLE 52**            **PARKING OPERATIONS AIDE PREMIUM**

See Unit #7 Appendix for details.

**ARTICLE 53**            **BUILDING INSPECTOR ACTING PAY**

See Unit #7 Appendix for details.

**ARTICLE 54**            **DESIGNATED OPERATOR IN CHARGE PAY**

See Unit #7 Appendix for details.

**ARTICLE 55**            **AUTHORIZED AGENTS**

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

55.1.1 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.

55.1.2 Union's principal authorized agent shall be the Secretary-Treasurer of Teamsters Local Union 856 (address: 453 San Mateo Ave, San Bruno CA 94066; telephone (650) 635-0111, FAX (650) 635-1632), except where a particular representative is specifically designated in the Agreement.

**ARTICLE 56**            **WELLNESS**

56.1 In recognition of the importance of a healthy workforce and to promote physical and mental fitness for staff, after the termination of the former City wellness

program, the City has been exploring options to enhance employee health and wellness. The City shall sponsor an employee wellness program to promote health and wellness, including employees' physical and mental fitness; and to reduce absenteeism. The program will consist of an annual payment to each employee of: \$500, with the first payment provided to employees upon Council adoption of the MOU, and \$500 on the first paycheck in January of each year thereafter, so that the employee may defer some of the expenses normally incurred for wellness. The payment is to be used for wellness programs such as gym memberships, fitness equipment, and/or weight loss programs which will enhance the health and wellbeing of City staff. Employees should keep documentation for the program as verification and receipts may be requested. The payment shall be prorated based on the employee's allocated, full time equivalent status.

## **ARTICLE 57**        **VACATION CASHOUT**

57.1 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 s/he has eighty (80) hours of vacation remaining after the sell back, under the following procedure:

57.1.1 Effective December 2017, and during the month of December of each year thereafter, there will be an open enrollment period during which each bargaining unit member must make an irrevocable election to "sell back" vacation accrual the following 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.

57.1.2 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 57.1) on the second paycheck in December.

57.1.3 If an employee elects to “sell back” vacation but does not have eighty (80) hours of vacation leave in their vacation leave bank during the pay period for which they request the sell back, their sell back request will not be fulfilled.

57.1.4 Employees must have completed ten (10) years of service at the time they request the sell back. For example, an employee who will complete ten years of service on August 1, 2018 may make an irrevocable election to sell back vacation time during the December 2017 election period but will not be permitted to request the sell back until after August 1, 2018.

## **ARTICLE 58**

## **WATER DISTRIBUTION OPERATORS CERTIFICATION**

58.1 See Units #6 and #7 Appendices for details.

## RECOMMENDATION

59.1 The City and the Union shall recommend the ratification of this Agreement to the City Council and the Association 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.

FOR THE CITY OF SANTA ROSA:

FOR Teamsters Local 856:

Jeremia Mills Date

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Chris Huffman
Date

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Jeff Berk
Date

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Jeff Bittner
Date

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Alan Alton
Date

Steve Brady \_\_\_\_\_ Date \_\_\_\_\_

David Hanson Date

---

Sara Roberts
Date

---

Mike Maloney
Date

---

Scott Mullin
Date

Amy Nicholson Date

Matt Finnegan Date

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Peter Finn	Date
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## RATIFICATION

Ratified:

## Teamsters Local 856

By \_\_\_\_\_ Date \_\_\_\_\_  
Matt Finnegan  
Staff Attorney Teamsters Local 856

Ratified:

City of Santa Rosa

By \_\_\_\_\_ Date \_\_\_\_\_  
Chris Rogers  
Mayor

APPROVED AS TO FORM:

Resolution No.: RES – 2021- 189

By: Sue Gallagher  
City Attorney

## **UNIT 4 APPENDIX**

### **ARTICLE 36**      **SHIFT DIFFERENTIAL**

36.1 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. Effective the first full pay period following July 1, 2017, these shift differentials shall increase to one dollar and eighty cents (\$1.80) for all hours actually worked between 6:00 p.m. and 12:00 a.m., and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

36.2 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.

### **ARTICLE 48**      **RECORDING SECRETARY**

48.1 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 49**      **ADVANCED COMPUTER SYSTEMS ADMINISTRATION**

49.1 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 32**      **UNIFORMS**

#### 32.4 Footwear

- 32.4.1 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.
- 32.4.2 Employees required by management to wear safety toe footwear meeting ASTM F2413-05 requirements shall receive an additional fifteen dollars (\$15) to be used toward the purchase of safety toe footwear.
- 32.4.3 The annual footwear allowance shall be two hundred and fifty dollars (\$250).

### **ARTICLE 50**      **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 outlined 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 Technology Department; shall receive a three percent (3%) premium pay above their current salary.

**ARTICLE 58**      **WATER DISTRIBUTION OPERATORS CERTIFICATION**

58.1 For incumbents in the Quality Control Associate series that are assigned duties requiring certification, the City will pay for the testing and provide paid time for the training and maintenance for the Water Distribution Operators Certificate.

## **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 four (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.

## **ARTICLE 32**        **UNIFORMS**

### **32.4**   **Footwear**

32.4.1        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.

32.4.2        Employees required by management to wear safety toe footwear meeting ASTM F2413-05 requirements shall receive an additional fifteen dollars (\$15) to be used toward the purchase of safety toe footwear.

32.4.3        The annual footwear allowance shall be two hundred and fifty dollars (\$250).

### **32.5**   **Parking Division Employees**

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

32.5.1        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.

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

32.5.3        Employees shall wear the uniform while at work and shall be

responsible for their purchase, maintenance and replacement in accordance with City policies.

32.5.4 The uniform allowance shall be five hundred dollars (\$500.00) and shall be prorated for part-time employees.

32.6 The City shall provide a uniform allowance for Administrative Technicians required by the Police Department to wear a uniform.

32.6.1 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.

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

32.6.3 Employees shall wear the uniform while at work and shall be responsible for their purchase, maintenance and replacement in accordance with City policies. When employees are not required to wear a uniform, the employees shall follow the Police Department General Order for appropriate business attire.

32.6.4 The uniform allowance shall be six hundred dollars (\$600.00).

## **ARTICLE 35**      **STANDBY ASSIGNMENT**

35.1 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:

35.1.1           Ninety-five dollars (\$95.00) per twenty-four (24) hour period on standby.

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

35.2   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 36**           **SHIFT DIFFERENTIAL**

36.1   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.

36.2   Employees specified in Article 36.1 shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours actually worked during swing shift and a shift differential of one dollar and eighty cents (\$1.80) per hour for all hours worked during graveyard shift. Effective the first full pay period following July 1, 2017, these shift differentials shall increase to one dollar and eighty cents (\$1.80) for all hours actually worked during swing shift and two dollars and twenty cents (\$2.20) per hour for all hours actually worked during graveyard shift.

36.3   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.

36.4 Employees specified in Article 36.3 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. Effective the first full pay period following July 1, 2017, these shift differentials shall increase to one dollar and eighty cents (\$1.80) for all hours actually worked between 4:00 p.m. and 12:00 a.m., and two dollars and twenty cents (\$2.20) per hour for all hours actually worked between 12:00 a.m. and 6:00 a.m.

36.5 Employees within the classification of Parking Operations Coordinator and Parking Operations Aide, who are assigned to work in the City Parking Garages, shall receive shift differential provided herein for all hours actually worked as outlined below:

36.5.1 Graveyard Shift – Effective July 1, 2009, employees shall receive a shift differential of one dollar and eighty (\$1.80) per hour for all hours worked between twelve (12) a.m. and eight (8) a.m. Effective the first full pay period following July 1, 2017, employees shall receive a shift differential of two dollars and twenty (\$2.20) per hour for all hours worked between twelve (12) a.m. and eight (8) a.m.

36.5.2 Swing Shift – Effective August 2, 2009, employees shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours worked between four (4) p.m. and twelve (12) a.m. Effective the first full pay period following July 1, 2017, employees shall receive a shift differential of one dollar

and eighty cents (\$1.80) for all hours actually worked between 4:00 p.m. and 12:00 a.m.

36.6 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.

**ARTICLE 43**            **ACTING SENIOR WASTEWATER PLANT OPERATOR**

43.1 Wastewater Operator I/II's assigned as Acting Senior Wastewater Plant Operator shall be paid a premium of thirty five dollars (\$35) per shift while so assigned.

**ARTICLE 52**            **PARKING OPERATIONS AIDE PREMIUM**

52.1 Effective July 1, 2011, Parking Operations Aides (POAs) shall receive a premium of five percent (5%) of the POA base hourly pay rate per hour when designated by the Department to act as a back-up in the absence of the Parking Operations Coordinator for periods of four (4) hours or more. This premium pay does not apply during Parking Operations Coordinator absences of less than four (4) hours. For Parking Operations Coordinator absences exceeding four hours, this premium shall apply to all hours worked in a back-up capacity.

**ARTICLE 53**            **BUILDING INSPECTOR ACTING PAY**

53.1 Employees in the classification of Building Inspector who are assigned, in writing, by the Director of the Department of Community Development, to the ongoing responsibility of assuming those duties normally associated with the Senior Building Inspector position, shall receive a premium pay of up to five percent (5%) above his/her current salary. The Acting pay shall be not less than minimum salary step of the new



class, nor greater than the maximum salary step of the new class.

**ARTICLE 54**            **DESIGNATED OPERATOR IN CHARGE PAY**

54.1 In order to comply with Section 3680(b) of Title 23 Water governed by the State Water Resources Control Board, the City must designate an “Operator in Charge.” A Senior Wastewater Plant Operator shall be appointed by the Wastewater Treatment Superintendent to be responsible for the overall operation of a wastewater treatment plant, including compliance with applicable waste discharge requirements, when the chief plant operator is unable to carry out the responsibilities of the position of “chief plant operator.”

54.2 This appointment shall be made only when the Superintendent is out of the office and unavailable while on vacation or other reason when there may be a need for an extended leave period.

54.3 A stipend of \$50 (Fifty Dollars) per shift shall be paid to the Senior Wastewater Plant Operator appointed by the Superintendent for a specific time period.

**ARTICLE 58**            **WATER DISTRIBUTION OPERATORS CERTIFICATION**

58.1 For incumbents in the Civil Engineering Technician series that are assigned duties requiring certification, the City will pay for the testing and provide paid time for the training and maintenance for the Water Distribution Operators Certificate.

Sideletter agreement between the City of Santa Rosa and Teamsters Local 856  
representing Units: 4, 6 and 7.

The City and the Union hereby agree to the following conditions as a sideletter to the 2021- 2024 MOU between the same parties. It is the intent of both parties for these conditions to have the same force and effect as the article or provisions in the MOU.

Classification and Compensation Survey:

During the term of the contract, the City shall perform a classification and compensation survey of the Unit 4,6 and 7 benchmarked classifications, comparing the classifications to appropriate comparator jurisdictions. The City and Union agree to meet and confer on the survey methodology prior to conducting the survey and will formulate a selection committee, comprised of both Union membership and City management to evaluate proposals and select a classification and compensation consultant. The City and Union will work together collaboratively and review the consultant's recommendations related to the selection of comparator agencies, the compensation philosophy and the data points which make up the classification and compensation, total compensation survey data.

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

Recruitment and Retention Adjustments:

The following classifications have been mutually identified by the City and the Union as having recruitment and retention issues and shall be reviewed for compensation increases prior to January 1, 2022:

- 1.) Engineer
- 2.) Mechanical Technician
- 3.) Instrument Technician
- 4.) Electrical Technician

Once salary surveys have been conducted, Human Resources will bring recommendations to Council to adjust compensation for these classifications based on the following criteria: Percent above or below the market average in comparison to current City comparable agencies, more than one failed recruitment, employment offers to qualified applicants that have been rejected due to compensation, and an insufficient candidate pool with an established lack of qualified candidates possessing the minimum qualifications for the classification.

## Recruitment and Retention Issues During the Term of the Contract:

In the event that the Teamsters Local 856 (Union) believes a recruitment and/or retention issue exists, the Union has the right to request a meeting with Human Resources to discuss these concerns. This meeting will commence within 14 days of the request unless otherwise agreed. At this meeting, the Union must present data to support that recruitment and/or retention issues exist (such as illustrated by multiple failed recruitments, declined job offers by qualified candidates, a lack of qualified candidates in the recruitment pool). Human Resources, in collaboration with the Union will consider the information presented by the Union and will evaluate other relevant labor market data before issuing its findings. If the compensation review results in a consensus that an equity adjustment is warranted, the findings shall be submitted to the City Manager, who will accept the findings as submitted. The City Manager will determine if financial resources are available to provide the adjustment prior to the recommendation being forwarded to the City Council for approval. If it is determined that financial resources are not available; the adjustment shall be reviewed during the annual budget process.

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For the City

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For the Union

## **EXHIBIT A INSURANCE PLANS**

### **DENTAL INSURANCE**

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

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

\*Two thousand dollars (\$2,000) lifetime maximum per person for orthodontics.

### **VISION INSURANCE**

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

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

### **MEDICAL INSURANCE**

Current medical rates can be found online at

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

# EXHIBIT B

Attachment  
City of Santa Rosa  
Units 4, 6 and 7  
Classifications and Salary Schedule  
Effective 11/7/2021

Unit	Job Code	Classification Title	Range or Steps	Pay Basis	Bottom of Range or Step 1	Top of Range or Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
04-SUPP	04U4	ACCOUNTING AIDE	Steps	Annually	46,279.00	48,507.00	50,885.00	53,453.00	56,167.00			
04-SUPP	04T7	ACCOUNTING ASSISTANT	Steps	Annually	55,389.00	58,091.00	60,936.00	64,019.00	67,217.00			
04-SUPP	86U7	ADMINISTRATIVE ASSISTANT	Steps	Annually	46,279.00	48,507.00	50,885.00	53,453.00	56,167.00			
04-SUPP	86R7	ADMINISTRATIVE SECRETARY	Steps	Annually	58,207.00	61,112.00	64,092.00	67,305.00	70,591.00			
04-SUPP	88T7	CUSTOMER SERVICE REPRESENTATIV	Steps	Annually	51,339.00	53,820.00	56,578.00	59,439.00	62,404.00			
04-SUPP	86T7	SR ADMINISTRATIVE ASSISTANT	Steps	Annually	51,339.00	53,820.00	56,578.00	59,439.00	62,404.00			
04-SUPP	88R7	SR CUSTOMER SVC REPRESENTATIVE	Steps	Annually	60,936.00	63,987.00	67,217.00	70,562.00	74,082.00			

**Attachment**  
**City of Santa Rosa**  
**Units 4, 6 and 7**  
**Classifications and Salary Schedule**  
**Effective 11/7/2021**

Unit	Job Code	Classification Title	Range or Steps	Pay Basis	Bottom of Range or Step 1	Top of Range or Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
06-PROF	04K3	ACCOUNTANT-AUDITOR	Steps	Annually	85,879.00	90,089.00	94,744.00	99,466.00	104,485.00			
06-PROF	75L3	ACTIVE TRANSPORTATION PLANNER	Steps	Annually	77,427.00	81,316.00	85,382.00	89,620.00	94,126.00	98,821.00	103,781.00	108,988.00
06-PROF	43T3	ASSISTANT ENGINEER	Steps	Annually	89,577.00	94,200.00	98,908.00	103,838.00	108,988.00			
06-PROF	37L3	ASSISTANT LAND SURVEYOR	Steps	Annually	89,577.00	94,200.00	98,908.00	103,838.00	108,988.00			
06-PROF	43K3	ASSOCIATE CIVIL ENGINEER	Steps	Annually	103,838.00	108,988.00	114,547.00	120,198.00	126,214.00			
06-PROF	37J3	ASSOCIATE LAND SURVEYOR	Steps	Annually	103,838.00	108,988.00	114,547.00	120,198.00	126,214.00			
06-PROF	45K3	ASSOCIATE TRAFFIC ENGINEER	Steps	Annually	103,838.00	108,988.00	114,547.00	120,198.00	126,214.00			
06-PROF	39T4	BUILDING PLANS EXAMINER	Steps	Annually	86,644.00	91,002.00	95,489.00	100,289.00	105,335.00			
06-PROF	38K3	CITY PLANNER	Steps	Annually	77,427.00	81,316.00	85,382.00	89,620.00	94,126.00	98,821.00	103,781.00	108,988.00
06-PROF	38V3	CITY PLANNER TRAINEE	Range	Annually	54,199.00	76,661.00						
06-PROF	37K3	CITY SURVEYOR	Steps	Annually	103,838.00	108,988.00	114,547.00	120,198.00	126,214.00			
06-PROF	29K3	CRIME ANALYST	Steps	Annually	76,737.00	80,554.00	84,589.00	88,783.00	93,229.00			
06-PROF	20I3	DEPT INFO TECH SUPERVISOR	Steps	Annually	96,399.00	101,213.00	106,275.00	111,600.00	117,192.00			
06-PROF	20K3	DEPT PROGRAMMER ANALYST	Steps	Annually	85,879.00	90,089.00	94,744.00	99,466.00	104,485.00			
06-PROF	20K1	DEPT TECHNOLOGY COORDINATOR	Steps	Annually	85,879.00	90,089.00	94,744.00	99,466.00	104,485.00			
06-PROF	71K3	ENVIRONMENTAL SPECIALIST	Steps	Annually	83,651.00	87,771.00	92,115.00	96,765.00	101,593.00			
06-PROF	51S4	FACILITIES PLANNING COORDINATOR	Steps	Annually	85,879.00	90,089.00	94,744.00	99,466.00	104,485.00			
06-PROF	35K3	FIRE PROTECTION ENGINEER	Steps	Annually	108,666.00	114,022.00	119,773.00	125,685.00	131,981.00			
06-PROF	22T4	GIS ANALYST	Steps	Annually	85,879.00	90,089.00	94,744.00	99,466.00	104,485.00			
06-PROF	43U3	JR ENGINEER	Steps	Annually	77,427.00	81,375.00	85,307.00	89,577.00	94,200.00			
06-PROF	44U3	MATERIALS ASSOCIATE	Steps	Annually	94,359.00	99,071.00	104,028.00	109,252.00	114,696.00			
06-PROF	44K3	MATERIALS ENGINEER	Steps	Annually	103,838.00	108,988.00	114,547.00	120,198.00	126,214.00			
06-PROF	39K3	PLAN CHECK ENGINEER	Steps	Annually	108,666.00	114,022.00	119,773.00	125,685.00	131,981.00			
06-PROF	70U3	PROGRAM SPECIALIST I	Steps	Annually	76,650.00	80,538.00	84,543.00	88,725.00	93,216.00			
06-PROF	70K3	PROGRAM SPECIALIST II	Steps	Annually	89,693.00	94,170.00	98,879.00	103,811.00	108,988.00			
06-PROF	19K3	PROGRAMMER ANALYST	Steps	Annually	86,964.00	91,250.00	95,946.00	100,758.00	105,819.00			
06-PROF	43R4	QUALITY CONTROL ASSOCIATE	Steps	Annually	89,577.00	94,200.00	98,908.00	103,838.00	108,988.00			
06-PROF	91K3	RESEARCH & PROGRAM COORDINATOR	Steps	Annually	76,737.00	80,554.00	84,589.00	88,783.00	93,229.00			
06-PROF	71I3	SENIOR ENVIRONMENTAL SPECIAL.	Steps	Annually	93,009.00	97,823.00	102,694.00	107,815.00	113,157.00			
06-PROF	38J3	SENIOR PLANNER	Steps	Annually	98,660.00	103,591.00	108,769.00	114,211.00	119,920.00			
06-PROF	19J3	SENIOR PROGRAMMER/ANALYST	Steps	Annually	96,399.00	101,213.00	106,275.00	111,600.00	117,192.00			
06-PROF	37U3	SURVEY ASSOC	Steps	Annually	94,359.00	99,071.00	104,028.00	109,252.00	114,696.00			

**Attachment**  
**City of Santa Rosa**  
**Units 4, 6 and 7**  
**Classifications and Salary Schedule**  
**Effective 11/7/2021**

Unit	Job Code	Classification Title	Range or Steps	Pay Basis	Bottom of Range or Step 1	Top of Range or Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
07-TECH	04Q4	ACCOUNTING TECHNICIAN	Steps	Annually	60,936.00	63,987.00	67,217.00	70,562.00	74,082.00			
07-TECH	86Q4	ADMINISTRATIVE TECHNICIAN	Steps	Annually	64,530.00	67,684.00	71,148.00	74,773.00	78,498.00			
07-TECH	52K3	ASSOCIATE REAL PROPERTY AGENT	Steps	Annually	80,568.00	84,543.00	88,725.00	93,202.00	97,839.00			
07-TECH	36T4	BUILDING INSPECTOR	Steps	Annually	80,819.00	84,809.00	89,004.00	93,494.00	98,147.00			
07-TECH	36V4	BUILDING INSPECTOR TRAINEE	Range	Annually	56,574.00	80,019.00						
07-TECH	05T3	BUYER	Steps	Annually	65,882.00	69,329.00	72,982.00	76,519.00	80,099.00			
07-TECH	43U4	CIVIL ENGINEERING TECH I	Steps	Annually	58,457.00	61,376.00	64,385.00	67,642.00	71,104.00			
07-TECH	43T4	CIVIL ENGINEERING TECH II	Steps	Annually	67,642.00	71,104.00	74,683.00	78,412.00	82,299.00			
07-TECH	43S4	CIVIL ENGINEERING TECH III	Steps	Annually	80,568.00	84,543.00	88,725.00	93,202.00	97,839.00			
07-TECH	63T6	CLEAN ENERGY ADVOCATE	Steps	Annually	65,882.00	69,255.00	72,587.00	76,386.00	80,187.00			
07-TECH	36T5	CODE ENFORCEMENT OFFICER	Steps	Annually	80,819.00	84,809.00	89,004.00	93,494.00	98,147.00			
07-TECH	39Q4	COMMUNITY DEVELOPMENT TECH	Steps	Annually	64,385.00	67,642.00	71,104.00	74,683.00	78,412.00			
07-TECH	89T6	COMMUNITY OUTREACH SPECIALIST	Steps	Annually	65,882.00	69,255.00	72,587.00	76,386.00	80,187.00			
07-TECH	29Q3	CRIME ANALYSIS TECHNICIAN	Steps	Annually	65,882.00	69,255.00	72,587.00	76,386.00	80,187.00			
07-TECH	86J5	DEP EMERGENCY PREPARE COORD	Steps	Annually	76,577.00	80,332.00	84,075.00	88,227.00	92,643.00			
07-TECH	20T4	DEPARTMENT APPLICATION SPECIAL	Steps	Annually	75,492.00	79,249.00	83,253.00	87,347.00	91,734.00			
07-TECH	49S8	ELECTRICAL TECH - PW	Steps	Hourly	41.91	43.98	45.91					
07-TECH	58S8	ELECTRICAL TECH - UTILITIES	Steps	Hourly	41.91	43.98	45.91					
07-TECH	49T8	ELECTRICIAN	Steps	Hourly	38.46	40.37	42.07					
07-TECH	71J4	ENV COMPLIANCE INSPECTOR III	Steps	Annually	79,539.00	83,369.00	87,275.00	91,603.00	96,003.00			
07-TECH	71T4	ENVIR COMPLIANCE INSPECTOR II	Steps	Annually	69,812.00	73,320.00	76,974.00	80,846.00	84,896.00			
07-TECH	71U4	ENVIRONMNTL COMPLIANCE INSP I	Steps	Annually	60,730.00	63,754.00	66,981.00	70,298.00	73,835.00			
07-TECH	88R4	FIELD COLLECTION REPRESENTATIV	Steps	Annually	64,530.00	67,684.00	71,148.00	74,773.00	78,498.00			
07-TECH	70Q4	HOUSING & COMM SVC TECHNICIAN	Steps	Annually	62,475.00	65,591.00	68,905.00	72,341.00	75,947.00			
07-TECH	21T4	INFO TECH TECHNICIAN	Steps	Annually	75,492.00	79,249.00	83,253.00	87,347.00	91,734.00			
07-TECH	56S8	INSTRUMENTATION TECH	Steps	Hourly	41.91	43.98	45.91					
07-TECH	66N8	IRRIGATION PROGRAM COORDINATOR	Steps	Annually	80,568.00	84,543.00	88,725.00	93,202.00	97,839.00			
07-TECH	21U4	IT SUPPORT SPECIALIST	Steps	Annually	59,746.00	62,725.00	65,894.00	69,181.00	72,631.00			
07-TECH	54K3	LAB ANALYST	Steps	Annually	67,406.00	70,811.00	74,361.00	78,087.00	82,063.00			
07-TECH	54U4	LABORATORY AIDE	Steps	Annually	46,526.00	48,801.00	51,310.00	53,894.00	56,607.00			
07-TECH	84T2	LEGAL SECRETARY	Steps	Annually	61,463.00	64,619.00	67,774.00	71,149.00	74,567.00			
07-TECH	60S8	MECHANICAL TECHNOLOGIST	Steps	Hourly	36.07	37.66	39.22	41.18	43.00			
07-TECH	23Q4	MEDIA SERVICES TECH	Steps	Annually	59,746.00	62,725.00	65,894.00	69,181.00	72,631.00			
07-TECH	08T6	METER SPECIALIST	Steps	Annually	56,697.00	59,131.00	61,831.00					
07-TECH	09T4	METER TECHNICIAN	Steps	Annually	59,717.00	62,087.00	64,922.00					
07-TECH	53U6	MSC YARD ATTENDANT	Steps	Annually	42,258.00	44,415.00	46,616.00	48,992.00	51,385.00			
07-TECH	66K3	NATURAL RESOURCE SPECIALIST	Steps	Annually	64,092.00	67,012.00	69,812.00	73,040.00	76,298.00			
07-TECH	19S4	NETWORK SYSTEMS ANALYST	Steps	Annually	96,399.00	101,213.00	106,275.00	111,600.00	117,192.00			
07-TECH	84T4	PARALEGAL	Steps	Annually	69,812.00	73,320.00	76,974.00	80,846.00	84,896.00			
07-TECH	72T1	PARKING CITATIO REVIEW OFFICER	Steps	Annually	54,406.00	57,048.00	59,983.00	62,829.00	66,086.00			
07-TECH	72T5	PARKING ENFORCEMENT OFFICER	Steps	Annually	50,460.00	52,896.00	55,580.00	58,279.00	61,259.00			
07-TECH	72U6	PARKING OPERATIONS AIDE	Steps	Annually	42,258.00	44,415.00	46,616.00	48,992.00	51,385.00			
07-TECH	72G9	PARKING OPERATIONS COORDINATOR	Steps	Annually	62,448.00	65,264.00	67,950.00	71,089.00	74,288.00			
07-TECH	06Q4	PAYROLL SPECIALIST	Steps	Annually	58,207.00	61,112.00	64,092.00	67,305.00	70,591.00			
07-TECH	14Q2	POLICE PERSONNEL TECHNICIAN	Steps	Annually	65,882.00	69,255.00	72,587.00	76,386.00	80,187.00			
07-TECH	54J3	PRINCIPAL LAB ANALYST	Steps	Annually	76,591.00	80,287.00	84,045.00	88,227.00	92,469.00			
07-TECH	05Q4	PURCHASING TECH	Steps	Annually	56,269.00	59,044.00	61,992.00	65,042.00	68,330.00			
07-TECH	92Q4	RECORDS MGT TECHNICIAN	Steps	Hourly	28.75	30.26	31.69	33.27	34.89			
07-TECH	79T6	RECREATION COORDINATOR	Steps	Annually	57,910.00	60,782.00	63,836.00	67,012.00	70,396.00			
07-TECH	79U7	RECREATION SPECIALIST	Steps	Annually	48,388.00	50,849.00	53,406.00	56,067.00	58,850.00			
07-TECH	54T4	SAMPLE COLLECTION/PREPAR TECH	Steps	Annually	61,418.00	64,456.00	67,671.00	71,104.00	74,655.00			
07-TECH	05R3	SENIOR BUYER	Steps	Annually	76,577.00	80,332.00	84,075.00	88,227.00	92,643.00			
07-TECH	36R4	SR BUILDING INSPECTOR	Steps	Annually	93,714.00	98,557.00	103,296.00	108,460.00	113,904.00			
07-TECH	36R5	SR CODE ENFORCEMENT OFFICER	Steps	Annually	93,714.00	98,557.00	103,296.00	108,460.00	113,904.00			



**Attachment**  
**City of Santa Rosa**  
**Units 4, 6 and 7**  
**Classifications and Salary Schedule**  
**Effective 11/7/2021**

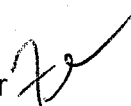
Unit	Job Code	Classification Title	Range or Steps	Pay Basis	Bottom of Range or Step 1	Top of Range or Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
07-TECH	39R4	SR COMMUNITY DEVELOPMENT TECH	Steps	Annually	70,796.00	74,537.00	78,264.00	82,241.00	86,277.00			
07-TECH	58R8	SR ELECTRICAL TECH-UTILITIES	Steps	Hourly	46.15	48.16	50.48					
07-TECH	21R4	SR INFO TECHNOLOGY TECH	Steps	Annually	85,879.00	90,089.00	94,744.00	99,466.00	104,485.00			
07-TECH	56R8	SR INST TECHNICIAN	Steps	Hourly	46.15	48.16	50.48					
07-TECH	60R8	SR MECHANICAL TECHNOLOGIST	Steps	Hourly	45.75	47.75	50.06					
07-TECH	08R6	SR METER SPECIALIST	Steps	Annually	59,746.00	62,725.00	65,894.00	69,181.00	72,631.00			
07-TECH	09R4	SR METER TECHNICIAN	Steps	Annually	62,733.00	65,861.00	69,189.00	72,640.00	76,262.00			
07-TECH	72R5	SR PARKING ENFORCEMENT OFFICER	Steps	Annually	54,406.00	57,048.00	59,983.00	62,829.00	66,086.00			
07-TECH	05R6	SR STOREKEEPER	Steps	Annually	72,556.00	76,195.00	79,996.00	84,001.00	88,197.00			
07-TECH	47R8	SR TRAFFIC SIGNAL TECHNICIAN	Steps	Hourly	44.47	46.68	48.60					
07-TECH	64R4	SR WASTEWATER PLANT OPERATOR	Steps	Annually	87,154.00	91,368.00	95,608.00	100,377.00	105,173.00			
07-TECH	62R8	SR WATER SYSTEM TECH	Steps	Hourly	46.88	49.23	51.63					
07-TECH	05T6	STOREKEEPER	Steps	Annually	59,880.00	62,918.00	66,099.00	69,299.00	72,806.00			
07-TECH	05U6	STORES CLERK	Steps	Annually	53,056.00	55,668.00	58,310.00	61,332.00	64,369.00			
07-TECH	05S6	STORES SPECIALIST	Steps	Annually	63,094.00	66,232.00	69,563.00	73,056.00	76,725.00			
07-TECH	72S5	SUP PRKG ENFORCEMENT OFFICER	Steps	Annually	62,448.00	65,264.00	67,950.00	71,089.00	74,288.00			
07-TECH	54N4	SUPERVISING LABORATORY ANALYST	Steps	Annually	78,264.00	82,178.00	86,286.00	90,599.00	95,167.00			
07-TECH	49R8	SUPV ELECTRICAL TECHNICIAN	Steps	Hourly	48.46	50.55	53.01					
07-TECH	49N4	SUPV ELECTRICAL TECH-UTILITIES	Steps	Hourly	48.46	50.55	53.01					
07-TECH	61N4	SUPV INSTRUMENTATION TECH	Steps	Hourly	48.46	50.55	53.01					
07-TECH	60N4	SUPV MECHANICAL TECHNOLOGIST	Steps	Hourly	48.46	50.55	53.01					
07-TECH	45R8	SUPV TRAFFIC SIGNAL TECH	Steps	Hourly	48.46	50.55	53.01					
07-TECH	63J4	SUSTAINABILITY REPRESENTATIVE	Steps	Annually	80,568.00	84,543.00	88,725.00	93,202.00	97,839.00			
07-TECH	63T4	SUSTAINABILITY TECHNICIAN	Steps	Annually	63,474.00	66,629.00	69,930.00	73,425.00	77,135.00			
07-TECH	19Q4	TECHNOLOGY APPLICATION SPEC	Steps	Annually	83,047.00	87,154.00	91,572.00	96,076.00	100,903.00			
07-TECH	45S8	TRAFFIC SIGNAL TECHNICIAN	Steps	Hourly	41.91	43.98	45.91					
07-TECH	53Q4	UTILITIES TECHNICIAN	Steps	Annually	61,418.00	64,456.00	67,671.00	71,104.00	74,655.00			
07-TECH	64U4	WASTEWATER OPERATOR I	Steps	Annually	73,613.00	77,486.00	81,536.00	85,467.00	89,445.00			
07-TECH	64T4	WASTEWATER OPERATOR II	Steps	Annually	77,486.00	81,536.00	85,467.00	89,445.00	93,788.00			
07-TECH	64V4	WASTEWATER OPERATOR TRAINEE	Steps	Annually	54,832.00	58,455.00	60,453.00	63,475.00	73,231.00			
07-TECH	62S8	WATER SYSTEM TECH	Steps	Hourly	44.47	46.68	48.60					

# EXHIBIT C

**Human Resources Department**  
**M e m o r a n d u m**

**Date:** November 22, 2010

**To:** All Employees in Unit 12 Confidential, and SRCEA Units 4, 6 and 7  
and OE3 Units 3 and 16

**From:** Fran Elm, Human Resources Director 

**Subject:** Pay out for Accrued Compensatory Time

The Compensatory Time payout program is optional, and is for employees who wish to "cash out" some or all of the accrued comp time hours. An employee can request comp time pay out at any time throughout the year for any amount of accumulated comp time hours.

To exercise your option to "cash out" some or all of your accrued comp time hours, please use the following procedures:

1. The hours code to enter on your timecard is CP.
2. The pay out program does not have restrictions in terms of minimum or maximum number of hours that can be paid out. Please record the total number of hours you are requesting for payoff on one day on the timecard. For example if you want a payout for 40 hours of accrued comp time, you would record "CP" in the hours code section of the timecard and 40 hours as one single entry on one day during that week, as opposed to recording 8-8-8-8-8 on each day.
3. The comp time will be paid off at your current regular rate of pay as required by the Fair Labor Standards Act.
4. The payoff amount will be added to your base pay for tax withholding purposes (the same method as is used for overtime pay).

If you have any questions about this program please contact Chris Sliz at x3075 or Lisa Keeton x3134.

# EXHIBIT D

## 2022 TEAMSTERS MEDICAL PLAN RATES (Units 4, 6, 7, 17 & 18)

<b><u>PPO</u></b>		Units 4, 6, 7, 17, & 18		PPT SEMI-MONTHLY PREMIUM					
		12.5% for 1.0		50% FTE	60% FTE	75% FTE	80% FTE	90% FTE	95% FTE
		Monthly	Semi Monthly Deduction						
<b>Total Prem</b>				0.50	0.60	0.75	0.80	0.90	0.95
Single	\$ 860.40	\$107.54	\$53.77	\$241.99	\$204.34	\$147.88	\$129.06	\$91.41	\$72.59
Double	\$ 1,726.80	\$215.84	\$107.92	\$485.66	\$410.11	\$296.79	\$259.02	\$183.47	\$145.69
Family	\$ 2,415.13	\$301.88	\$150.94	\$679.25	\$573.59	\$415.10	\$362.27	\$256.60	\$203.77
<b><u>EPO</u></b>		Units 4, 6, 7, 17, & 18		PPT SEMI-MONTHLY PREMIUM					
		20% for 1.0		50% FTE	60% FTE	75% FTE	80% FTE	90% FTE	95% FTE
		Monthly	Semi Monthly Deduction						
<b>Total Prem</b>				0.50	0.60	0.75	0.80	0.90	0.95
Single	\$ 1,134.96	\$226.98	\$113.49	\$340.49	\$295.09	\$226.99	\$204.29	\$158.89	\$136.19
Double	\$ 2,309.93	\$461.98	\$230.99	\$692.98	\$600.58	\$461.98	\$415.78	\$323.39	\$277.19
Family	\$ 3,271.39	\$654.28	\$327.14	\$981.42	\$850.56	\$654.28	\$588.85	\$457.99	\$392.57
<b><u>KAISER</u></b>		Units 4, 6, 7, 17, & 18		PPT SEMI-MONTHLY PREMIUM					
		12.5% for 1.0		50% FTE	60% FTE	75% FTE	80% FTE	90% FTE	95% FTE
		Monthly	Semi Monthly Deduction						
<b>Total Prem</b>				0.50	0.60	0.75	0.80	0.90	0.95
Single	\$ 852.71	\$106.58	\$53.29	\$239.82	\$202.52	\$146.56	\$127.90	\$90.60	\$71.94
Double	\$ 1,639.42	\$204.92	\$102.46	\$461.08	\$389.36	\$281.77	\$245.91	\$174.18	\$138.32
Family	\$ 2,292.39	\$286.54	\$143.27	\$644.73	\$544.44	\$394.00	\$343.85	\$243.56	\$193.42

# EXHIBIT E

# Keep Smiling

## Delta Dental PPO™



### Save with PPO

Visit a dentist in the PPO<sup>1</sup> network to maximize your savings.<sup>2</sup> These dentists have agreed to reduced fees, and you won't get charged more than your expected share of the bill.<sup>3</sup> Find a PPO dentist at [deltadentalins.com](https://deltadentalins.com).

### Set up an online account

Get information about your plan anytime, anywhere by signing up for an online account at [deltadentalins.com](https://deltadentalins.com). This useful service, available once your coverage kicks in, lets you check benefits and eligibility information, find a network dentist and more.

### Check in without an ID card

You don't need a Delta Dental ID card when you visit the dentist. Just provide your name, birth date and enrollee ID or Social Security number. If your family members are covered under your

plan, they will need your information. Prefer to take a paper or electronic ID card with you? Simply log in to your account, where you can view or print your card with the click of a button.

### Coordinate dual coverage

If you're covered under two plans, ask your dental office to include information about both plans with your claim, and we'll handle the rest.

### Understand transition of care

Did you start on a dental treatment plan before your PPO coverage kicked in? Generally, multi-stage procedures are only covered under your current plan if treatment began after your plan's effective date of coverage.<sup>4</sup> You can find this date by logging in to your online account.

### Newly covered?

Visit [deltadentalins.com/welcome](https://deltadentalins.com/welcome).

## Save with a PPO dentist



<sup>1</sup> In Texas, Delta Dental Insurance Company provides a dental provider organization (DPO) plan.

<sup>2</sup> You can still visit any licensed dentist, but your out-of-pocket costs may be higher if you choose a non-PPO dentist. Network dentists are paid contracted fees.

<sup>3</sup> You are responsible for any applicable deductibles, coinsurance, amounts over annual or lifetime maximums and charges for non-covered services. Out-of-network dentists may bill the difference between their usual fee and Delta Dental's maximum contract allowance.

<sup>4</sup> Applies only to procedures covered under your plan. If you began treatment prior to your effective date of coverage, you or your prior carrier is responsible for any costs. Group- and state-specific exceptions may apply. If you are currently undergoing active orthodontic treatment, you may be eligible to continue treatment under Delta Dental PPO. Review your Evidence of Coverage, Summary Plan Description or Group Dental Service Contract for specific details about your plan.

**Plan Benefit Highlights for:** City of Santa Rosa (Core Plan)**Group No:** 03066 – 00015, 01001, 09001 and 09015

<b>Eligibility</b>	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to the end of the month dependent turns age 26			
<b>Maximums</b>	PPO dentists: \$2,100 per person each calendar year Non-PPO dentists: \$2,000 per person each calendar year			
<b>Waiting Period(s)</b>	Basic Benefits None	Major Benefits None	Prosthodontics None	Orthodontics None

<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists** In-PPO Network</b>	<b>Non-PPO dentists** Out-of-PPO Network</b>
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, cleanings and x-rays	100 %	100 %
<b>Basic Services</b> Fillings, simple tooth extractions, posterior composite restorations and sealants	80 %	80 %
<b>Endodontics</b> (root canals)	80 %	80 %
<b>Periodontics</b> (gum treatment)	80 %	80 %
<b>Oral Surgery</b>	80 %	80 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	80 %	80 %
<b>Prosthodontics</b> Bridges, dentures and implants	80 %	80 %
<b>Orthodontic Benefits</b> Adults and dependent children	50 %	50 %
<b>Orthodontic Maximums</b>	\$2,000 Lifetime	\$2,000 Lifetime

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan. Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and program allowance for non-Delta Dental dentists.

Delta Dental of California  
560 Mission St., Suite 1300  
San Francisco, CA 94105

**Customer Service**  
888-335-8227

**Claims Address**  
P.O. Box 997330  
Sacramento, CA 95899-7330

**deltadentalins.com**

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

HLT\_PPO\_2COL\_DDC

DELTA DENTAL PPO<sup>SM</sup>

BENEFIT HIGHLIGHTS





## A LOOK AT YOUR VSP VISION COVERAGE

### SEE HEALTHY AND LIVE HAPPY WITH HELP FROM CITY OF SANTA ROSA AND VSP.



As a VSP® member, you get personalized care from a VSP network doctor at low out-of-pocket costs.

#### VALUE AND SAVINGS YOU LOVE.

Save on eyewear and eye care when you see a VSP network doctor. Plus, take advantage of Exclusive Member Extras for additional savings.

#### PROVIDER CHOICES YOU WANT.

With an average of five VSP network doctors within six miles of you, it's easy to find a nearby in-network doctor. Plus, maximize your coverage with bonus offers and additional savings that are exclusive to Premier Program locations.

**PREMIER**  
PROGRAM

**Like shopping online?** Go to **eyeconic.com** and use your vision benefits to shop over 50 brands of contacts, eyeglasses, and sunglasses.

#### QUALITY VISION CARE YOU NEED.

You'll get great care from a VSP network doctor, including a WellVision Exam®—a comprehensive exam designed to detect eye and health conditions.

#### USING YOUR BENEFIT IS EASY!

Create an account on **vsp.com** to view your in-network coverage, find the VSP network doctor who's right for you, and discover savings with exclusive member extras. At your appointment, just tell them you have VSP.

#### GET YOUR PERFECT PAIR

**EXTRA \$20** + **UP TO 40%**  
TO SPEND ON **FEATURED FRAME BRANDS\*** | SAVINGS ON LENS ENHANCEMENTS

bebe CALVIN KLEIN COLE HAAN FLEXON  
LACOSTE   NINE WEST  
STYewear

SEE MORE BRANDS AT [VSP.COM/OFFERS](https://vsp.com/offers).



Contact us: **800.877.7195** or [vsp.com](https://vsp.com)

## YOUR VSP VISION BENEFITS SUMMARY

CITY OF SANTA ROSA and VSP provide you with an affordable vision plan.

### PROVIDER NETWORK:

VSP Signature

### EFFECTIVE DATE:

01/01/2021



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP PROVIDER			
WELLVISION EXAM	<ul style="list-style-type: none"><li>Focuses on your eyes and overall wellness</li></ul>	\$20 for exam and glasses	Every 12 months
PRESCRIPTION GLASSES			
FRAME	<ul style="list-style-type: none"><li>\$150 allowance for a wide selection of frames</li><li>\$170 allowance for featured frame brands</li><li>20% savings on the amount over your allowance</li><li>\$80 Costco® frame allowance</li></ul>	Combined with exam	Every 12 months
LENSES	<ul style="list-style-type: none"><li>Single vision, lined bifocal, and lined trifocal lenses</li><li>Impact-resistant lenses for dependent children</li></ul>	Combined with exam	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"><li>Tints/Light-reactive lenses</li><li>Standard progressive lenses</li><li>Premium progressive lenses</li><li>Custom progressive lenses</li><li>Average savings of 35-40% on other lens enhancements</li></ul>	\$0 \$0 \$80 - \$90 \$120 - \$160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"><li>\$125 allowance for contacts; copay does not apply</li><li>Contact lens exam (fitting and evaluation)</li></ul>	Up to \$60	Every 12 months
DIABETIC EYECARE PLUS PROGRAM <sup>SM</sup>	<ul style="list-style-type: none"><li>Retinal screening for members with diabetes</li><li>Additional exams and services for members with diabetic eye disease, glaucoma, or age-related macular degeneration. Limitations and coordination with your medical coverage may apply. Ask your VSP doctor details.</li></ul>	\$0 \$5 per exam	As needed
EXTRA SAVINGS	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"><li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details.</li><li>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li></ul> <p><b>Routine Retinal Screening</b></p> <ul style="list-style-type: none"><li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li></ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"><li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li><li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li></ul>		
YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS			
Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.			
Coverage with a retail chain may be different or not apply. Log in to <a href="http://vsp.com">vsp.com</a> to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.			

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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VSP, VSP Vision Care for life, Eyeconic, and WellVision Exam are registered trademarks, VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.

# EXHIBIT F

**2022 COMBINED DENTAL & VISION - MISCELLANEOUS EMPLOYEES**  
(not including Unit 8 - Transit)

**Dental (Group 0015) / Vision Plan (Plan C) Rates**  
Effective January 1, 2022

**NO STUDENT CERTIFICATION REQUIRED**  
Adult children covered until age 26

<i>GROUP 3066-0015</i>	<b>Rates for Units 3, 4, 6, 7, 10-14, 16-18</b>		<b>Semi-Monthly PT EE Payments*</b>				
<b>MONTHLY PREMIUM</b>		<b>Semi Monthly City Contribution</b>	<b>.50 FTE</b>	<b>.60 FTE</b>	<b>.75 FTE</b>	<b>.80 FTE</b>	<b>.90 FTE</b>
<i>Single</i>	<b>\$73.31</b>	<b>\$36.65</b>	\$18.33	\$14.66	\$9.16	\$7.33	\$3.67
<i>Double</i>	<b>\$124.48</b>	<b>\$62.24</b>	\$31.12	\$24.90	\$15.56	\$12.45	\$6.22
<i>Family</i>	<b>\$176.72</b>	<b>\$88.36</b>	\$44.18	\$35.34	\$22.09	\$17.67	\$8.84

\* Dental is Group 3066-0015 with yearly maximum of \$2100, Vision is 12/12/12 with allowances of \$150/\$125 for frames and contacts. Enrollment is for a combined dental/vision program.

*\* Premiums deducted on the first and second paychecks of the month.*

*\* For monthly payments, please double semi-monthly amounts*

*\*Semi-monthly amounts may vary by one cent due to rounding in IFAS*

# EXHIBIT G

**HUMAN RESOURCES DEPARTMENT  
MEMORANDUM**

TO: TONY ALVERNAZ, PRESIDENT, SRCEA  
FROM: FRAN ELM, HUMAN RESOURCES DIRECTOR  
DATE: MARCH 13, 2008  
SUBJECT: AMENDMENT #1 – UNFUNDED LIABILITY PORTION OF  
3% @ 60

Attached for your review is Amendment #1 – Unfunded Liability Portion of 3% @ 60 which was previously included in the FY 2004/20005 MOU for Units 4, 6 and 7.

If you concur that Amendment #1 should remain in effect for the duration of SRCEA's Memorandum of Understanding for FY 07/08 – 09/10, please indicate your approval by signing below.

SANTA ROSA CITY  
EMPLOYEES ASSOCIATION

  
Tony Alvernaz  
President

3/14/08

Date

CITY OF SANTA ROSA

  
Fran Elm  
Human Resources Director

4/4/08

Date

**AMENDMENT #1 TO  
THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SANTA ROSA AND  
SANTA ROSA CITY EMPLOYEES ASSOCIATION  
FOR AND ON BEHALF OF THE EMPLOYEES IN  
THE CITY'S UNIT 4 – SUPPORT SERVICES**

**FISCAL YEAR 2004/2005**

This amendment #1 dated October 5, 2004, is between the City of Santa Rosa ("City") and Unit 4 – Support Services, represented by the Santa Rosa City Employee's Association ("SRCEA").

**RECITALS**

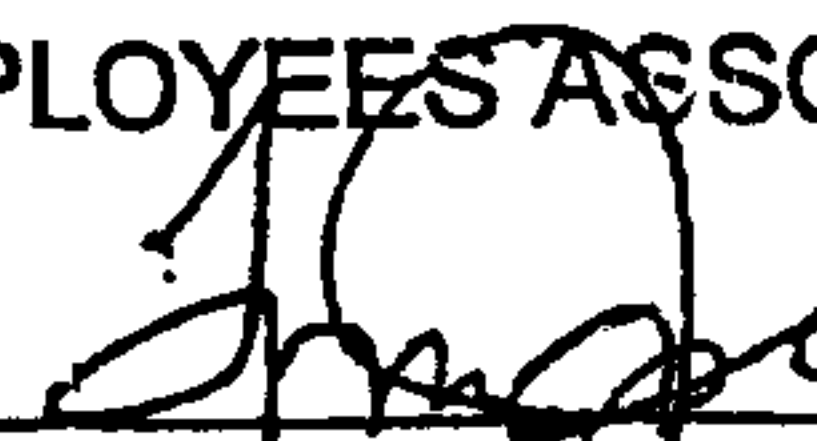
1. On July 13, 2004, the City Council adopted Resolution No. 26017 ratifying the Memoranda of Understanding between the City and SRCEA Unit 4 – Support Services for fiscal year 2004/2005 ("Agreement").
2. Articles 19.2 through 19.6 of the Agreement provide details related to the amount the Unit owes for the 3% at 60 retirement benefit and delineates how the Unit shall pay for the benefit.
3. The parties have met and agreed that language previously contained in a contract Amendment #2, dated August 26 2002, had been inadvertently left out of the 2004/2005 Agreement. The parties agree to add this language to the existing Agreement. The language addresses the unfunded liability portion of the 3% @ 60 benefit and what should happen once this portion has been paid.

**AMENDMENT # 1  
Unfunded Liability Portion of 3% @ 60**

The parties agree to add an Article 19.7 to the Agreement to read as follows:

1. "Once the unfunded liability portion of the 3% @ 60 benefit has been paid there shall be a meet and confer to discuss the amount of the cost savings to be returned to the employees. Periodically the City and the Association agree to review the financial status of the unfunded liability portion of 3% @ 60. Market adjustments and other economic factors, occurring during this period of time, shall be considered when determining if a cost savings has been realized."
2. Except, as modified herein, all other terms of the Agreement as previously amended shall remain in full force and effect.

**SANTA ROSA CITY  
EMPLOYEES ASSOCIATION**

By:  11/23/04  
Tony Alvernaz, President Date  
SRCEA

**CITY OF SANTA ROSA**

By:  11/24/04  
Fran Elm, Employee Relations Date  
Manager



AMENDMENT #2 TO  
THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF SANTA ROSA AND  
SANTA ROSA CITY EMPLOYEES ASSOCIATION  
FOR AND ON BEHALF OF THE EMPLOYEES  
IN THE CITY'S UNIT #7 - TECHNICAL

FISCAL YEARS 2000/2003

This Amendment #2 dated August 26, 2002 is between the City of Santa Rosa ("City") and Unit #7 - Technical which is represented by the Santa Rosa City Employees Association.

RECITALS

- A. On June 20, 2000, the City Council adopted Resolution No. 24450 ratifying Memoranda of Understanding between the City and the Santa Rosa City Employees Association for fiscal years 2000 -2003 ("Agreement").
- B. Article five (5) of the Agreement provided that in the third year of the contract, either party may elect to reopen the agreement to discuss two economic and two non-economic issues.
- C. Article thirty three (33) states that the current retirement benefits provided under the State Public Employees Retirement System is the 2% at 55 formula.
- D. On August 26, 2002 the City certified a vote of the Miscellaneous Employees to increase the employee contribution to PERS to 8% of salary.
- E. The parties have met and conferred in good faith and desire to enter into the Amendment to set forth the matters agreed to in the meet and confer process.

AMENDMENT #2

The parties agree as follows:

- 1. The Agreement is amended as follows:

- a. ARTICLE 19 SALARIES is amended as follows:

Add section 19.5

"19.5 Reductions from COLA will be taken in years 2002/03; 2003/04 and 2004/05 to pay for PERS retirement option 3% at 60 (see ARTICLE 33).



- 19.6.2 Effective July 1, 2003 there shall be a 3.1% reduction in COLA to pay for the 3% at 60 retirement plan.
- 19.6.3 Effective July 1, 2004 there shall be a 2.7% reduction in COLA to pay for the 3% at 60 retirement plan.
- 19.6.4 In the event the COLAS negotiated for fiscal years 2003/2004 and 2004/2005 are not sufficient to cover the agreed upon cost, three and one tenth percent (3.1%) effective July 1, 2003 and two and seven tenths percent (2.7%) effective July 1, 2004, SRCEA agrees that the difference between the payment made from COLA on July 1, 2003 and the 3.1% due for the cost of the benefit will be paid by a pre-taxed payroll deduction effective July 1, 2003.
- If the COLA effective July 1, 2004 is sufficient to pay the 2.7% cost plus all or any portion of the remaining cost due from July 1, 2003, the aforementioned payroll deduction or portion thereof will end. If the COLA is not sufficient to cover the agreed upon cost of 2.7% effective July 1, 2004, plus any remaining 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.
- If the COLA effective July 1, 2005 is sufficient to pay all or any portion of the balance due toward the total 8.9% cost, the aforementioned payroll deductions or portion thereof will end. In the event the entire cost, 8.9%, has not been paid by July 1, 2005, then the unit shall have the remaining amount due taken as a salary reduction.
- 19.6.5 Employees shall recoup any cost savings on a dollar for dollar basis to match what the City saves as a result of using pension obligation bonds to fund the unfunded liability. In the event the cost of this benefit (8.9%) is reduced there will be a meet and confer session to discuss how the unit prefers to receive the rebate.
- 19.6.6 The City agrees to notify the Association Representatives when the pension obligation bonds are to be sold. Once the bonds are sold, there shall be a meet and confer session to provide the pertinent information relative to financing the unfunded liability portion of 3% @ 60 through pension obligation bonds. Once the unfunded liability portion has been paid there shall be a meet and confer to discuss the amount of the cost savings to be returned to the employees. Periodically, as part of the Labor Management quarterly

meetings, the City and the Association agree to review the financial status of the unfunded liability portion of 3% @ 60."

b. ARTICLE 33 RETIREMENT is amended as follows:

1. Change the number of current section 33.1.1 to 33.1.

2. Add new section 33.1.1 as follows:

"33.1.1 Effective May 4, 2003, the Miscellaneous employees will be provided retirement benefits in the State Public Employees' Retirement System of 3% at 60 formula at a cost of 8.9% spread over three years of the contract. See ARTICLE 19.6 for the COLA deductions in years 2002/03; 2003/04 and 2004/05."

2. Except as modified herein, all other terms of the agreement as previously amended shall remain in full force and effect.

Santa Rosa City Employees' Association

By: KAM Mallory Aug 26, 2002  
Kathleen Mallory, President

City of Santa Rosa

By: [Signature]  
Jeff Kohn, City Manager

Date: \_\_\_\_\_

Date: 8/26/02

**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**

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.

19.6 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.

**EXHIBIT "A" TO RESOLUTION NO. 26321**

**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 2005 THROUGH JUNE 2007**



## ARTICLE 19

## SALARIES

19.1. Effective July 3, 2005, classifications covered by this Agreement shall receive a cost of living adjustment for fiscal year 2005/2006 of 1.56%. Effective July 2, 2006, 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 2005 through February 2006. 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%).}

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

<http://www.ci.santa-rosa.ca.us/default.aspx?PagelId=304>

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

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

19.5 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.

19.6 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.

**19.7** 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.

19.8 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.

# EXHIBIT H



**CITY OF SANTA ROSA**  
**PERSONNEL RULES AND REGULATIONS**

**INTRODUCTION**

Every organization has a basic set of policies addressing the administration of the employment relationship. For the City of Santa Rosa, these policies are contained in these Personnel Rules and Regulations. These are policies which apply to employees across departments and bargaining units. Through these rules and regulations, managers, supervisors and employees can be aware of how the City addresses employment related situations in the areas of hiring, transfers, probationary periods, reinstatement, employment standards, salary administration, the filing and processing of grievances and the disciplinary process.

These rules have been created through extensive discussions involving managers and employee representatives from throughout the City. They are a product of the collaborative culture the City strives to foster among its workforce and with the community.

Over time, the needs of the employees and managers of the City will change. The demands on the City, in the form of service requirements of our citizens, or of new legal requirements on the City as an employer and provider of municipal services, will require that these rules be reviewed and updated. It is intended that these rules be a living document, one which is revised to meet the needs of the organization over time. To that effect, the City intends to initiate a process to review and update these rules, as needed, in every even numbered year.

**CITY OF SANTA ROSA**  
**PERSONNEL RULES AND REGULATIONS**

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## **DEFINITION OF TERMS**

The following definitions apply throughout these rules unless the context specifies another meaning.

**ALLOCATION:** The assignment of a single position to a class in accordance with the duties performed, and the authority and responsibilities exercised.

**APPLICANT:** A person who has filed an application for employment with the City.

**APPOINTING AUTHORITY:** The officers authorized by the City Charter or given delegated authority to make appointments. The head of each department is the appointing authority for that department.

**APPOINTMENT:** The offer and candidate acceptance of a position in the Classified Service through selection from a candidate list or an eligible list.

**CALENDAR DAYS:** Calendar days are actual days, including Saturdays, Sundays and holidays.

**CANDIDATE LIST:** A list of candidates who have successfully completed the competitive process to determine their eligibility for further consideration for appointment to a classification.

**CERTIFICATION:** The furnishing of names to a hiring department by the Personnel Officer of eligible, available candidates for employment from a candidate list or an eligible list in the manner prescribed in these Rules.

**CLASSIFICATION:** A group of positions similar as to duties performed, degree of supervision and responsibility exercised or required, minimum requirements of education, experience, skill and such other qualifications, so that the same title, the same tests of fitness and the same schedule of compensation may be applied to each position in the group.

**CLASSIFIED SERVICE:** The group of employees of the City of Santa Rosa who hold permanent or limited term positions, as defined by these Rules. Employees hired in temporary or at-will positions are not part of the classified service. Employment in the classified service is subject to these Rules and Regulations.

**CONFLICT OF INTEREST:** A situation or activity that is incompatible with the employee's position with the City.

**CONTINUOUS RECRUITMENT:** An open-competitive recruitment which is conducted periodically, application for which is continuously accepted.

**DEMOTION:** The movement of an employee from one class to another class having a lower maximum rate of pay.

**DISCIPLINARY ACTIONS:** Actions taken with the objective of obtaining employee compliance with rules, orders, procedures, standards of conduct and/or expected job performance when non-disciplinary corrective actions do not achieve compliance, or a particular event is serious enough to warrant disciplinary action on its own. These actions are intended to be corrective and progressive in nature. Disciplinary actions under these rules include written reprimands, suspensions, reductions in salary, demotion or dismissal.

**DISMISSAL:** Termination of employment for cause by the appointing authority.

**DOMESTIC PARTNER:** An adult of the same or opposite gender engaged in an ongoing and committed spouse-like relationship with a City employee. This relationship includes residing together and being jointly responsible for each other's common welfare and financial obligations. To be eligible for benefits the relationship must be recognized as determined by the City.

**ELIGIBLE LIST:** A list of names of persons who have taken an examination for a classification in the classified service and have qualified.

**EMPLOYEE:** Any person holding a position with the City.

**GRIEVANCE:** A claimed violation, misinterpretation, inequitable application or non-compliance with a memorandum of understanding, City ordinance, resolution, rule or regulation affecting working conditions.

**HUMAN RESOURCES DIRECTOR:** The person selected by the City Manager to manage the human resources function of the City, or a person designated by the Human Resources Director to act in his or her place. The Human Resources Director fulfills the role of Personnel Officer established in the City Code.

**LEAVE OF ABSENCE WITHOUT PAY:** Time away from work which the employee has requested and the department head or City Manager has approved, for which the employee is not paid.

**MEDIATION:** An optional step in the grievance and discipline processes where an impartial facilitator helps the employee and the City explore their differences and similarities with the goal of assisting the parties to reach a mutually acceptable outcome.

**MEDICAL PROVIDER'S STATEMENT:** Document signed by a registered health professional certifying the employee's fitness or unfitness for work.



**MERIT INCREASE:** An increase in pay within the established salary range which may be granted to an employee.

**MERIT SYSTEM PRINCIPLES:** The principles that guide the City in meeting the public's expectations of a system that is efficient, effective, fair, free from political influence, and staffed by competent employees. Principles include:

1. Recruit qualified individuals from all segments of society, and select and advance employees on the basis of merit and fair competition.
2. Treat applicants for employment and promotion fairly and equitably, without regard to political affiliation, race, color, religion, national origin, marital status, sexual orientation, age or disability.
3. Maintain high standards of integrity, conduct and concern for the public interest.

**MINIMUM QUALIFICATIONS:** The baseline level of skill, education, abilities, licensure, certification, and/or experience necessary in order to successfully carry out the essential functions of a job classification.

**NON-DISCIPLINARY CORRECTIVE ACTIONS:** Actions taken to communicate expectations concerning job performance to employees, such as corrective interviews, counseling memos, corrective work plans, special evaluations, and oral reprimands.

**PARENT CLASS:** The job classification of the budgeted, allocated position which is underfilled with a Trainee incumbent.

**PERMANENT APPOINTMENT:** An appointment to a permanent position after satisfactory completion of probationary periods as required by these rules.

**PERSONAL DECLARATION:** An employee's voluntary written certification on a form provided by Risk Management that a given absence was for legitimate medical reasons.

**PERSONNEL BOARD:** The body appointed by the City Council to act in an advisory capacity to the City Manager on matters concerning personnel administration and as an appeal board to hear appeals by classified employees relative to grievances and disciplinary actions. The authority of the Personnel Board is established in City Code.

**POSITION:** A specific office or employment provided by the budget, whether occupied or vacant, calling for the performance of certain duties. Positions in the City of Santa Rosa may be allocated on a permanent, limited term, temporary or at-will basis, as defined below:

**PERMANENT POSITION:** Budgeted, full or part-time positions, the duties of which do not terminate at any stated time.

**LIMITED TERM POSITIONS** - Budgeted full or part-time positions allocated by the City Council for a limited and specified time period, e.g., two years, with benefits as negotiated by the bargaining unit which represents the classification. Limited term positions are part of the classified service and incumbents are subject to these Rules and Regulations.

**TEMPORARY POSITIONS** - Established for a period of time to meet a specified need. Temporary positions are not allocated by the City Council, nor part of the classified service, and incumbents are not subject to these Rules and Regulations.

**AT-WILL POSITIONS** - Budgeted full or part-time positions allocated by the City Council for an indefinite time period where the employee serves at the will of the appointing authority. Employment may be terminated at any time by either party without cause. At-will employees are not subject to these Rules and Regulations. Employment in an at-will status is limited to employees in the City's Executive Management group, the Assistant Director of Community Development - Chief Building Official, and other classifications as may be designated by the City Council.

**PRE-DISCIPLINARY (SKELLY) HEARING:** A meeting which a department head must offer an employee who has been given written notice of proposed formal disciplinary action. At this meeting, the employee has the opportunity to present information relevant to the discipline recommendation.

**PROBATIONARY PERIOD:** A test period during which an employee is required to demonstrate fitness by satisfactory performance of the duties of the position to which the employee has been appointed or promoted.

**PROMOTION:** The movement of a qualified employee from a position in one classification to a vacant position having a higher maximum rate of pay. Promotion occurs through the competitive examination process or through completion of prescribed criteria for promotion in a classification that is flexibly staffed. General salary adjustments are not considered promotions.

**RECLASSIFICATION:** A change in the allocation of an individual position to its appropriate classification based upon a comparative analysis and evaluation of the job content, difficulty and responsibility. Reclassification may involve raising the position to a higher classification, reducing it to a lower classification or reallocating the position to another classification at the same pay level. Such action shall not be construed as a promotion or demotion.

**REINSTATEMENT:** The return to permanent employment of a former permanent employee who left the City in good standing.

**REINSTATEMENT LIST:** A list of former permanent employees eligible for reinstatement to City employment without competitive examination.

**RESIGNATION:** The voluntary termination of employment of any employee.

**SALARY:** An employee's base pay as approved by the City Council in the Classification and Salary Plan, computed on either an hourly or monthly basis.

**SPECIAL EVALUATION:** A formal evaluation which is scheduled and conducted on a more frequent basis than the regular evaluation cycle as a means of more closely monitoring an employee's performance and providing timely feedback on satisfactory attainment of established performance goals.

**SUSPENSION:** The temporary removal of an employee from the workforce without pay for disciplinary purposes.

**TEMPORARY APPOINTMENT:** An appointment to any position in the Classified Service that is temporary or seasonal in nature.

**TERMINATION:** Separation from City employment.

**TRANSFER:** A change from one position to another in the same class involving movement from one department to another; or a change from a position in one class to a position in a comparable but different class.

**TRANSFER LIST:** A list of employees eligible for transfer to a position equivalent to their current classification without further competitive examination.

**WORKING DAYS:** Monday through Friday, excluding official City holidays or other such days when the City is not officially open for business.

## **RULE 1**

### **RECRUITMENT AND EXAMINATION**

#### **INTRODUCTION**

The City of Santa Rosa recruits to fill vacant positions in a manner which is fair, efficient, and results in a list of the most qualified candidates for departmental consideration. All recruitment and examination activities shall be designed to assess the job-related qualifications of each applicant and ensure that these activities are consistent with merit system principles.

#### **SECTION 1 - Recruitment Types**

Recruitments may utilize a variety of techniques depending on the type of position, availability of qualified candidates, economic climate, and other considerations which may exist.

The Human Resources Department, in cooperation with the hiring department, shall determine what type of recruitment will be conducted. A recruitment may be conducted on a “promotional” basis, including probationary and permanent employees; on a “limited” basis, including current probationary, permanent, and temporary personnel; and/or on an “open” basis, including all City personnel and the public. Prior to conducting a promotional and/or limited recruitment, it shall be determined by the Human Resources Department whether there is a sufficient number of qualified individuals to result in a competitive examination. Prior to conducting a limited recruitment the Director of Human Resources shall consult with the hiring department and the bargaining unit representing the vacant position to determine if a limited recruitment will be conducted.

#### **SECTION 2 - Human Resources Department Responsibilities**

The Human Resources Department shall:

1. Coordinate a recruitment and examination process when it is determined that there is a need to establish a candidate list.
2. Conduct and design all recruitment and examination activities in a competitive, fair, valid and impartial manner. Tests used shall measure job-related knowledge, skills and abilities. The security of test materials will be safeguarded throughout their development and/or administration.
3. Oversee the recruitment, perform or oversee the initial screening, conduct or oversee testing, and certify the most qualified candidates to the hiring department(s).
4. Oversee recruitments which are contracted to private personnel search firms.

#### **SECTION 3 - Continuous Recruitment**

A continuous recruitment may be administered for any classification deemed appropriate by the Human Resources Department in cooperation with the hiring department(s). Individuals may apply one time per recruitment.

#### **SECTION 4 - Recruitment Announcement**

When an open recruitment is conducted, notices shall be posted and/or distributed in a manner that is likely to provide for a qualified applicant pool. When a promotional or limited recruitment is conducted, notices shall be posted for a minimum of two weeks. All recruitment announcements shall describe the available position(s) and indicate steps a prospective applicant must take in order to be considered.

#### **SECTION 5 - Disqualification**

The Human Resources Department may disqualify the scores given by any individual examiner involved in the process or nullify a recruitment or any part or all of an examination process if it is determined that any individual examiner involved in the process has compromised the requirement to be fair, and/or it is determined that any individual examiner made job-related decisions that are inconsistent with merit system principles.

The Human Resources Department may disqualify any applicant for a position if it is determined that the application is late, incomplete or if the applicant does not meet the requirements for the job.

The Human Resources Department may disqualify any applicant for a position if it is determined that the applicant has been convicted of a crime involving moral turpitude, or a crime which has a nexus to the duties of the position sought.

#### **SECTION 6 - Applicant Notification**

All applicants shall be advised of their status in a recruitment process as soon as practical. Information regarding the next step(s) in the process shall be included as appropriate.

#### **SECTION 7 - Completion of Examination Process**

An examination shall be considered complete when the results have been finalized, issued, and the list of the most qualified candidates has been established by the Human Resources Department and made available to the hiring department for consideration.

#### **SECTION 8 - Candidate Lists**

Candidates who successfully complete the testing process shall be placed on a candidate list either designated as eligible for referral, or in ranks based on the scores attained through the

testing process. The method to be used for placing candidates on a candidate list shall be determined by the Human Resources Department. A candidate list shall remain in effect for a length of time determined by the Human Resources Department, in consultation with the hiring department(s).

### **SECTION 9 - End of Consideration**

A candidate shall no longer be considered when any of the following occurs:

1. The Human Resources Director determines that the candidate's name was placed on the candidate list due at least in part to representations of the candidate's education, experience, certification, training or background which are, or were, inaccurate or fraudulent or which, based on new job-related information, render the candidate no longer qualified for the position.
2. Any representative of the City is unable to contact the candidate by reasonable means to participate further in the selection process.
3. The candidate does not appear for a scheduled portion of an examination, except when other arrangements have been agreed upon with the Human Resources Department.
4. Following an interview from an open candidate list, the hiring department, in consultation with the Human Resources Department, determines a candidate should not be considered further; in that case, that candidate shall not be referred to that department again from that candidate list.

### **SECTION 10 - Filling Vacant Positions**

To fill a position in the classified service, a hiring department must request a candidate list for that same class, or for a related class at the same or higher salary range, from the Human Resources Department. As part of that request, the hiring department, in consultation with the Human Resources Department, shall provide the criteria for consideration for the vacancy. This criteria may include special skills needed for the position, test scores or ranks on a candidate list, and/or the number of candidates to be considered.

1. The Human Resources Department shall forward to the hiring department the names and applications of all candidates for that classification who have been determined to meet the criteria for consideration identified by the hiring department.
2. Once a hiring department has interviewed candidates from a candidate list, they may also consider those candidates for subsequent openings in that classification.
3. The names of candidates on transfer and reinstatement lists for the classification requested may also be certified.

4. The names of candidates eligible for Veteran's Preference in the rank or group below the lowest rank or group certified under the criteria listed above shall also be certified.

### **SECTION 11 - Eligibility for Veteran's Preference**

Veteran's Preference is available only to applicants who have been placed on a candidate list. Individuals who currently hold a permanent position with the City of Santa Rosa are not eligible for Veteran's Preference. Candidates shall be eligible for Veteran's Preference when all of the following conditions are met:

1. Candidate served in the United States armed forces for at least 18 consecutive months, or for less than 18 consecutive months if discharged due to a service related injury or illness, and was discharged from military service under conditions other than dishonorable.
2. The request for Veteran's Preference is received prior to the establishment of the candidate list.
3. A copy of the candidate's DD214 discharge papers is included with the request for Veteran's Preference.

### **SECTION 12 - Selection**

The hiring department shall make its selection based on job-related factors. To operate in a manner consistent with merit system principles, it is important that appointments to positions with the City are free from undue personal or financial influence. Relationships between candidates for employment and current City employees, supervisors or managers that raise the possibility of a conflict of interest or the perception of undue influence in the hiring decision must be called to the attention of the Human Resources Director prior to a job offer being made.

### **SECTION 13 - Appointment**

Initial appointments to or promotions within the classified service are made on a probationary basis as described in Rule 3.

Temporary appointments do not constitute appointment to the classified service. A temporary employee does not serve a probationary period and the appointment may be ended at any time without cause. In order to be appointed to a position in the classified service, temporary employees must successfully participate in a competitive, merit-based selection process. Time served in a temporary appointment will not be counted as part of the probationary period if a temporary employee is appointed to a position in the classified service.

#### **SECTION 14 - Limited Term Appointments**

Additional provisions governing limited term appointments include:

1. If a permanent employee is promoted or transferred to a limited term position within their own department, the department head is thereby guaranteeing that, at the end of the limited term, the employee will be returned to a position at no less than their previous classification level.
2. In order for an employee to promote or transfer to a limited term position across department lines, either the employee's original department head or the new department head must provide a written guarantee that, at the end of the limited term, the employee will be returned to a position at no less than their previous classification level.
3. If a permanent employee receives merit increases during the limited term appointment and is then returned to the former class at the end of the term, any merit increases received during the limited term appointment will be applied on a step for step basis, or, if the employee is returning to a class with a range, as the same percentage of the salary in the original class, up to the top of the salary range.

#### **SECTION 15 - Background Investigation**

Prior to employment, all candidates are subject to a background investigation. The extent of the investigation varies by classification and type of appointment, and inquiry is limited to collection of the job-related information necessary to make an employment decision for a position in the class.

#### **SECTION 16 - Public Safety Promotional Recruitment, Examination and Certification**

This section of the Rules and Regulations shall apply to all promotional recruitments conducted for public safety positions within the Police and Fire Departments. Whenever practical, vacancies shall be filled by promotion. Individuals holding permanent and probationary positions shall be eligible to compete. Recruitment, examination, and certification shall include:

1. The Human Resources Department, in cooperation with the hiring department, shall determine when a recruitment shall commence.
2. Recruitment notices announcing the promotional opportunity shall be printed and posted on official bulletin boards within the hiring department, and may be advertised by any other means deemed appropriate by the Human Resources Department.
3. Applications for the announced position shall be accepted for at least fifteen (15) calendar days following notice of the recruitment.



4. Recruitment notices shall contain the following information:
  - a. The title and rate of pay for the position to be filled;
  - b. Some typical duties expected of the position;
  - c. Minimum qualifications;
  - d. Methods of securing application forms and final dates on which applications will be accepted;
  - e. Method of scoring;
  - f. The relative weights assigned to the various parts of the examination; and
  - g. The minimum passing score(s).
5. Applicants taking an examination shall be notified of their test scores as soon as practical.
6. Failure to appear for any scheduled portion of an examination shall constitute failure of the examination.
7. The final examination score for each candidate shall be a whole number, or points, not to exceed 100. For this purpose, each score shall be rounded in accordance with standard rounding procedures.
8. Upon completion of an examination, the Human Resources Department shall prepare an eligible list consisting of the names of candidates who passed the examination, in numerical order by their final examination score.
9. If two or more candidates attain the same final score in any examination for the same classification, their names shall be placed in the same standing on the eligible list.
10. Whenever a candidate is rejected, notice of such rejection with reason therefore shall be given to the candidate in writing.
11. Names from the established eligible list shall be certified to the hiring department utilizing the "Rule of 3". That is, the number of ranks certified shall exceed by two (2) the number of position vacancies indicated by the hiring department.
12. The hiring department may select for appointment any eligible candidate from among those certified. The hiring department shall notify the Human Resources Department as to whether or not a candidate was selected.
13. The Human Resources Department shall remove the name of a candidate from the eligible list if the candidate has been certified and not selected four (4) times by the hiring department.

14. Eligible lists shall remain in effect for six (6) months from the date of publication, and may be extended up to one (1) additional year by the Human Resources Department. Extensions may be made in increments of one (1) month.
15. In the event an eligible list contains fewer than three (3) names, the hiring department shall interview the remaining candidates prior to requesting a new recruitment.

## **RULE 2**

### **TRANSFERS, VOLUNTARY DEMOTIONS, AND OUT-OF-CLASS ASSIGNMENTS**

#### **SECTION 1 - General Provisions**

1. The Human Resources Department may authorize the transfer of an employee from one position to another in the same class but in a different department.
2. The Human Resources Department may authorize the transfer of an employee from a position in one class to a position in another comparable classification of work when the following conditions are met:
  - a. The top of the salary range of the comparable classification is within  $\pm 3\%$  of the top of the salary range of the employee's current class;
  - b. The employee possesses the minimum qualifications for the comparable classification;
  - c. The same general qualifications are examined for entrance to the comparable classification; or, if different qualifications are examined, when the employee takes and passes the examination for the comparable classification.
3. With the written request or concurrence of the employee, the Human Resources Department may authorize the voluntary demotion without examination of an employee to a position in a classification with a lower salary range for which s/he meets the requirements of 2-b and 2-c, above.
4. Transfers or voluntary demotions without examination are not permitted to Trainee classifications, only to the parent class.
5. Transfers or voluntary demotions from one department to another shall be made only with the consent of both department heads involved, unless a transfer is ordered by the City Manager for purposes of economy or efficiency.
6. Upon transfer or voluntary demotion, a probationary employee shall be required to complete only the balance of his/her initial probationary period; however, this initial probationary period may be extended in accordance with these rules. A new probationary period shall not be required of a permanent employee, unless such transfer or demotion is made to underfill a position on a Trainee basis. Employees transferring or demoting to underfill a position as a Trainee will serve on a probationary basis during their training period.
7. An employee may be reassigned to a position in the same class and within the same department at the discretion of the department head.

## **SECTION 2 - Trial Period**

With the agreement of both of the affected departments and the employee, a trial period of 30 to 90 days in length may be negotiated. The length of the trial period shall be specified in writing prior to the transfer taking place.

The employee may return to his or her former position prior to the end of the trial period at the request of either the receiving department or the employee.

The employee will assume permanent status in the new department either before or at the conclusion of the trial period if both the employee and the receiving department agree.

## **SECTION 3 - Temporary Out-of-Class Assignments**

The Human Resources Department must be notified if an employee holding a classified position is to be temporarily assigned out-of-class duties or the duties of a higher level classification. Based upon the scope of duties and length of assignment, the employee may receive additional compensation for this assignment. This assignment may be made for a period not to exceed six months in any fiscal year.

If the department requests that the assignment be extended for longer than six months, the length of the assignment and the compensation shall be discussed and reviewed by the requesting department head, the Human Resources Director and the union/association representing the classification.

The assignment of out-of-class or additional duties as described in this section cannot be used as the sole basis for reclassification of the incumbent.

## **RULE 3**

### **PROBATIONARY PERIOD**

#### **SECTION 1 - Purpose**

After passing an examination and accepting appointment to a permanent position, all employees in the Classified Service shall serve a period of probation beginning on the date of appointment. Such period shall be for the purpose of determining the employee's ability to satisfactorily perform the duties prescribed for the position and to work with other employees.

#### **SECTION 2 - Duration**

The employee will serve the probationary period performing the duties of the classification for which the employee was hired. Probationary periods vary in length by classification, with a minimum of six (6) months duration for most classifications, the equivalent number of hours (1040) for classifications in the Transit unit, eighteen (18) months for public safety personnel, and a maximum of two (2) years duration for an employee underfilling a position on a Trainee basis. In addition, other probationary periods may be prescribed and/or modified in a collective bargaining agreement or job classification specification.

#### **SECTION 3 - Extension**

If additional time is needed in order to determine an employee's ability to satisfactorily perform his/her job duties, the probationary period may be extended by the department head for a period not to exceed an additional six (6) months; except Trainee appointments, which are limited to two (2) years unless modified by City Council resolution.

An absence or modified or transitional duty assignment during the probationary period which prevents an employee from performing the duties of the classification for which s/he was hired may result in the probationary period being extended until the required length of the probationary period is completed.

Extensions of probationary periods shall be approved in writing by the department head with proper and prompt notification to the employee and the Human Resources Department prior to the end of the probationary period.

#### **SECTION 4 - Status Changes**

The probationary period shall not include the time served under any temporary appointment.

#### **SECTION 5 - Permanent Appointment**

Permanent appointment shall begin with the day following the expiration date of the probationary period.

#### **SECTION 6 - Promotion during Probationary Period**

The serving of a probationary period shall not of itself prevent an employee from being promoted to a position in a higher class provided the employee is certified from the appropriate candidate list or eligible list for such higher class of position in accordance with these rules. If an employee is promoted in this way during a probationary period, the probationary period for the class of position to which the employee is promoted shall begin with the date of appointment to the promotional position.

#### **SECTION 7 - Failure to Complete Probationary Period**

##### **1. Initial Appointment:**

During the probationary period an employee may be released from service at any time by the appointing authority without the right of appeal.

On determining that a probationary employee's work is not satisfactory, the department head shall notify the City Manager and the Human Resources Director in writing of his/her intention to terminate the employee. On receiving approval from the City Manager, the department head shall notify the employee of his/her termination. Notification should occur as soon as possible after it becomes clear that the employee will not pass probation, and must occur no later than the last day of the employee's probationary period.

##### **2. Promotional Probationary Period:**

An employee who does not successfully pass a Trainee or promotional probationary period shall be returned to a vacant position comparable to his/her prior position. Upon return to a comparable vacant position, an employee shall assume his/her prior pay and status as a permanent employee or as a probationary employee. A probationary employee who is returned to a comparable vacant position shall be required to complete only the balance of the initial probationary period. If no comparable vacant position exists, the employee shall be returned to his/her prior position and displace the incumbent. However, if the cause for not passing the Trainee or promotional probationary period was sufficient grounds for dismissal, the employee shall be subject to dismissal without return to his/her previous position or a comparable vacant position.

## **RULE 4**

### **REINSTATEMENT, REINSTATEMENT FROM MILITARY LEAVE, LAYOFF AND RESIGNATION**

#### **SECTION 1 - Reinstatement**

Reinstatement is defined as the return to permanent employment of a former permanent employee who left the City in good standing.

A former employee may be reinstated without competitive examination within twelve (12) months of the date of separation to the position from which the employee was separated, or to any other position to which the employee would have been eligible to transfer.

All rights acquired by a permanent employee who has been separated shall be restored upon reinstatement, except for such accrued vacation or sick leave time for which the employee has already been paid.

The 12 month reinstatement period may be extended by the City Manager for employees whose separations were the result of layoff or military leave.

An employee who has been laid off may appeal the City's decision not to extend the reinstatement period to the Personnel Board.

The reinstatement period for employees who separate for reasons other than military leave may not be extended beyond the 12 month period.

Former permanent City employees returning to City service after the reinstatement period shall regain the prior years of service acquired as a permanent employee as it relates to their vacation accrual rate.

Temporary appointments shall not constitute a reinstatement.

#### **SECTION 2 - Reinstatement from Military Leave**

An employee who is granted a military leave of absence from City employment shall be reinstated as provided in the Military and Veterans Code of California and applicable federal laws.

If it is determined that a veteran returning from a military leave is not entitled to reinstatement to his/her former position as provided in the Military and Veterans Code because of a disability, and if it is also determined that the veteran is able to perform the essential duties of a vacant position of the same or lower classification in the same department or in another department, the City Manager may approve reinstatement to the vacant position provided the veteran

submits a written request to the Human Resources Department. A medical examination to determine limitations of duties shall be given at City expense.

In the event that the City determines that there is no vacant position to which the veteran with a disability can be reinstated, the veteran may appeal the City's decision to the Personnel Board.

### **SECTION 3 - Layoff**

The City Manager may lay off, without prejudice, any permanent employee because of lack of appropriate funds or curtailment or lack of work. Such layoff shall take effect fifteen (15) days after the receipt by the employee of a notice in writing of the proposed layoff action. Personnel shall be laid off in reverse order of seniority, except that the City Manager, with the recommendation of the department head, may do otherwise in order to maintain a balanced department or work unit.

### **SECTION 4 - Resignation**

An employee wishing to leave the classified service in good standing shall file with his or her supervisor at least two (2) weeks before leaving the service, a written resignation stating the effective date and reason for leaving. The resignation shall be forwarded by the employee's department to the Human Resources Department. An employee giving less than two (2) weeks notice due to unforeseen circumstances may still leave in good standing if it is mutually agreed to by the employee and the employee's department head. Failure of the employee to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment or reinstatement with the City.



## **RULE 5**

### **EMPLOYMENT PRACTICES**

#### **SECTION 1 - Employment Conditions**

Employees of the Classified Service shall be subject to the following provisions:

1. United States Citizenship:

All employees of the City, except as otherwise provided by the laws of the State of California, must be citizens of the United States or aliens authorized to work in the United States.

2. Physical Examination:

New employees of the City, except employees in non-permanent classifications, must submit to and pass a physical examination which shall be paid for by the City.

3. Criminal Record:

All persons employed by the City must be fingerprinted and law enforcement records checked for past criminal convictions. Any information thus obtained shall be confidential. Employment of and continuation of service of employees with a criminal conviction must have the approval of the City Manager.

4. Employment of Relatives/Domestic Partners:

Before a relative or domestic partner of an existing City employee may be employed, the relationship must be called to the attention of the Director of Human Resources for written consent. A relative is a person related to the employee by blood, marriage, domestic partnership or adoption.

- a. A relative or domestic partner of a City employee shall not be employed in a position where there is a direct supervisor/subordinate relationship between the two positions;
- b. The placement of a relative or domestic partner of a City employee in a position where one person has decision making authority over the other, such as the ability to make assignments or approve overtime, may be approved when the relationship does not create a conflict of interest or detrimentally impact operations.

5. Loyalty Oaths or Affirmations:

As required by the Constitution of the State of California, every employee of the City, before assuming his or her job duties, shall take the constitutional oath or affirmation, which shall then be filed with the Human Resources Department.

6. Outside Employment:

Before an employee of the City engages in any outside employment, the nature of the employment shall be reviewed by the department head and the Director of Human Resources to determine whether it will impair the employee's ability to perform her or his job and whether the outside employment creates a conflict of interest. If it is determined that there is a conflict or impairment of the employee's ability to perform the duties of the position, the outside employment will not be approved. A department head, in consultation with the Human Resources Department, may rescind approval of outside employment if it becomes evident that it is creating a conflict of interest or significant impairment of the employee's ability to perform the duties of her or his position.

7. Re-employment Following Dismissal:

A person dismissed and subsequently re-employed shall be considered a new employee.

8. Retirement:

Every permanent employee of the City shall be required to participate in the California Public Employees' Retirement System (PERS).

**SECTION 2 - Hours of Work**

The work week shall be considered as beginning at 12:00 midnight Saturday and ending at 12:00 midnight the next succeeding Saturday; however, the City Manager may change the work week. The impact of any such change is subject to meet and confer requirements of the Meyers-Milias-Brown Act.

Employees shall be in attendance at their work during the regular hours of work and shall not leave during working hours for any reason without prior approval of their supervisor or his or her designated representative.

**SECTION 3 - Anniversary Dates and Salary Increases**

1. Each employee shall have an anniversary date which shall be determined as provided below.

- a. For a new employee, the first anniversary date shall occur one (1) year from the first day of employment in a particular job classification.

- b. For an employee who is promoted, the first anniversary date shall occur one (1) year from the effective date of employment in the new job classification.
  - c. For an employee who is demoted, the first anniversary date shall be one (1) year from the effective date of the demotion.
- 2. Anniversary dates of employees who are transferred to a job classification designated by the same salary range or whose job classification is reclassified from one salary range to another shall not be changed.
- 3. For each employee whose merit increase is postponed or advanced by the appointing authority, the anniversary date for merit increase purposes shall be changed to the date to which the increase is postponed or advanced.
- 4. Merit increases are subject to performance of the employee's duties in a satisfactory manner. An employee who does not perform his or her duties in a manner satisfactory to the department head may not receive a merit increase and may be subject to disciplinary action.
- 5. Merit increases shall be made from each step to the next higher step within the limits of the appropriate salary range. Under special circumstances, an additional step increase may be awarded for extraordinary performance in accordance with guidelines set forth by the Human Resources Department. Merit increases shall be made on each anniversary date, except as otherwise provided in these rules and/or in applicable Memoranda of Understanding. No merit increase shall be granted without the written recommendation of the appointing authority.
- 6. Any employee in a job which is reclassified with a different salary range shall be compensated at the point in the new salary range closest to their existing salary that does not result in a decrease in pay. Exceptions to salary reclassifications may be made only by the City Manager.
- 7. Upon promotion, employees shall receive a salary increase of at least 5% beyond their base salary at the time of promotion, not to exceed the top of the new salary range.
- 8. An employee who voluntarily demotes back to a classification in which s/he previously had completed probation shall be returned to no less than the same salary step or point in the range attained while employed in that class.
- 9. An employee who is demoted shall have his or her salary set at a point designated by the department head and reviewed and approved by Human Resources.
- 10. In case of transfer of an employee from one position to another in the same salary range, the employee shall continue in the same salary step or point in the range.

#### **SECTION 4 - Performance Evaluation**

1. Except for employees serving their probationary period, all employees in the Classified Service shall have their performance evaluated at least annually by the department head or by the supervisor designated for this purpose. The department head or designee shall review the findings of the evaluation and sign the evaluation report before forwarding it to the Human Resources Department for inclusion in the employee's personnel file.
2. Employees serving their probationary period shall have their performance evaluated in accordance with the frequency standards established for the classification and maintained by the Human Resources Department.

#### **SECTION 5 - Vacation**

Vacation time is to be taken upon the approval of the department head or his or her designee, with regard for the needs of the employee and particular regard for the needs of the department.

#### **SECTION 6 - Sick Leave**

1. The City Manager or department head may require a medical provider's statement or personal declaration for any absence due to illness. A personal declaration must be made on the form provided by Risk Management.
2. No penalties shall be imposed on an employee for taking justifiable sick leave.

#### **SECTION 7 - Leaves of Absence Without Pay**

1. Employees may request a Leave of Absence from work without pay by filing a written request with the department head on forms provided by the Human Resources Department. The Human Resources Department will maintain the policy for the efficient administration of Leaves of Absence.
2. The appointing authority may require an employee returning after a Leave of Absence for reasons of health, or for a period of time in excess of sixty (60) days for any reason, to pass a medical examination to verify fitness for duty.
3. Upon the expiration of any approved leave of absence, the employee shall be returned to the same class of position, or to any other class to which the employee had been eligible to transfer at the time the leave of absence was granted.

#### **RULE 6**

## **GRIEVANCE PROCEDURES**

### **SECTION 1 - Policy Statement**

The City of Santa Rosa's grievance procedures provide a means of resolving workplace disputes that involves the parties in considering and attempting to meet their mutual and separate interests in order to promote improved workplace relationships. This grievance procedure provides an orderly process to resolve grievances promptly, if possible at the organizational level of origin, and insures freedom from reprisal for using the grievance procedure.

### **SECTION 2 - Grievance Procedures in MOUs**

If the procedures for resolution of grievances are incorporated into a Memorandum of Understanding (MOU), the MOU procedure shall be used for resolution of grievances filed by employees covered by that MOU.

### **SECTION 3 - Definition, Scope and Right to File**

A grievance may be filed by an individual employee, or jointly by a group of employees, or by an employee organization. Grievances may be processed and appeals may be filed on behalf of an employee who has completed the required initial probationary period and attained permanent status.

All grievances shall be filed in accordance with this procedure. A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with a memorandum of understanding, City ordinance, resolution, rule or regulation affecting working conditions. Disputes over individual disciplinary actions are not considered grievances and are addressed in Rule 7.

### **SECTION 4 - General Conditions**

1. The Human Resources Department shall act as a central repository for all grievance records. Grievance records are filed separately and are not a part of any employee's personnel file.
2. Time limits may be extended by mutual agreement in writing or by the City Manager where a written request for such an extension is submitted prior to the expiration of the applicable time period. If a City representative does not respond within the required time limits and the time limits have not been extended, then the grievance shall be advanced to the next step.
3. An aggrieved employee may be represented by any person or organization of choice at any stage of the proceedings. A representative of an organization certified to represent

a majority of employees in a representation unit in which an aggrieved employee is included, upon prior request of the grievant, is entitled to be present at all meetings, conferences, and hearings.

4. In situations where there are disputes which do not fall under this chapter, due to the dispute not meeting the definition of a grievance, or a deadline being missed, the parties to the dispute are encouraged to continue to address the issue, including seeking mediation.

#### **SECTION 5 - Informal Grievance Procedure**

As soon as possible, but within 14 calendar days of the discovery of an event giving rise to a grievance, the grievant or representative shall present the grievance clearly and succinctly, either verbally or in writing, to the supervisor, except in situations where the grievance involves the relationship with the supervisor; in those situations, the grievance shall be submitted to the next higher level of supervision within the same time frame. The parties are encouraged to seek mediation to resolve the dispute. Mediation services are available through the Human Resources Department or from other City mediators to assist in bringing the grievance to a resolution. The grievant and supervisor have a mutual responsibility to have the matter resolved, if possible, at the organizational level of origin.

The supervisor shall provide the grievant with a written response to the grievance within seven (7) calendar days of the last meeting with the employee regarding the grievance. Presentation of an informal grievance shall be necessary prior to the filing of a formal grievance.

#### **SECTION 6 - Formal Grievance Procedure**

If the issue grieved was not resolved informally, a formal written grievance shall be filed within 14 calendar days after receipt of the supervisor's response to the informal grievance. The grievance will include a clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding, or other pertinent document involved, the date on which the grievance occurred and a proposed solution to the grievance. A formal grievance shall only be initiated by completing a form provided by the Human Resources Department.

##### **1. Department Review:**

Within 14 calendar days after the formal grievance is filed, the department head or designated representative shall investigate the grievance, confer with the grievant, attempt to resolve the issue and make a decision in writing. The parties are encouraged to seek mediation to resolve the dispute.

If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within seven (7) calendar days after notification of the department head's decision,

request the City Manager or designee to consider the decision rendered by the department head. Such request shall be in writing and filed with the Human Resources Director.

2. City Manager Review

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

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

If the decision of the City Manager or designee does not resolve the grievance to the satisfaction of the grievant, the grievant may file a request for a hearing before the Personnel Board. The request for a hearing shall be made in writing within seven (7) calendar days from the date of receipt of the decision of the City Manager or designee.

**SECTION 7 - Appeal to the Personnel Board**

Appeals to the Personnel Board will be conducted in accordance with Rule 8, Personnel Board Hearings, of these rules and any rules or procedures established by the Personnel Board.

**SECTION 8 - Non-Reprisal**

Every employee subject to this procedure shall be guaranteed the free and complete right to process a grievance pursuant to this procedure. No City official, department head, or any other person or body shall harass, coerce, intimidate, or threaten an employee, group of employees, or employee organizations because of the exercise of their rights under this procedure.

**SECTION 9 - Informal Complaint Procedure for Probationary Employees**

Probationary employees shall have access to an informal complaint procedure only for issues limited to misapplication or misinterpretation of the MOU or City policies or procedures. Probationary employees should immediately bring complaints regarding these issues to their supervisor. This informal complaint procedure is not available for disciplinary actions or decisions to end employment during the probationary period. If additional assistance is needed in resolving the dispute, the parties are encouraged to seek mediation. Mediation services are available from the Human Resources Department. If the issue is not resolved, the employee may discuss the issue with the Department Head or the Director of Human Resources.

## **RULE 7**

### **DISCIPLINARY PROCEDURE**

#### **SECTION 1 - Policy Statement**

Disciplinary actions are intended to be corrective and progressive in nature, unless a single infraction, on its own, warrants significant discipline. The objective of disciplinary action is to obtain compliance with rules, orders, procedures, standards of conduct and/or expected job performance. Violations of the rules, orders, procedures, etc., will be viewed from the perspective that the corrective or disciplinary action taken should be commensurate with the alleged infraction(s). The City shall determine appropriate disciplinary action to be taken. Mediation is available at any stage of the discipline process by the mutual consent of the parties involved.

Any employee may be disciplined for cause provided the rules and provisions described in this chapter are followed. However, only those employees holding permanent status in the Classified Service have the right to appeal discipline as described in this chapter. All disciplinary actions shall become a part of the employee's official personnel record which is maintained by the Human Resources Department.

In addition to the steps outlined in this chapter, supervisors may communicate their expectations concerning job performance to employees through a variety of non-disciplinary tools, such as corrective interviews, counseling memos, special evaluations, corrective work plans and oral reprimands.

#### **SECTION 2 - Discipline Procedures in MOUs**

If any discipline procedures are incorporated into a Memorandum of Understanding (MOU), the MOU procedures shall be used for administration of discipline involving employees covered by that MOU.

#### **SECTION 3 - Causes for Disciplinary Action**

The following shall be deemed sufficient cause to warrant disciplinary action, but such action need not be limited to these causes:

1. Fraud in securing appointment;
2. Failure to meet expected performance standards;
3. Neglecting to perform expected job duties;



4. Inability to perform the essential duties of the job, with or without reasonable accommodation.
5. Insubordination or willful disobedience;
6. Dishonesty;
7. Unauthorized possession of alcohol, controlled substances or drugs during duty hours;
8. Unauthorized use of narcotics, drugs, or other controlled substances, or use of alcohol during duty hours;
9. Any use of narcotics, drugs, alcohol, or other substances, whether during or outside of duty hours, causing an impairment which prevents an employee from performing the duties of her or his job, or would endanger the health and safety of the employee or other individuals;
10. Absence without approved leave;
11. Conviction of a crime which relates to the qualifications, functions, or duties of the employee's position, or which otherwise adversely impacts the ability of the employee to perform the job;
12. Inappropriate treatment of the public or other employees;
13. Improper political activity as defined by the City Charter and Government Code;
14. Misuse of City owned property;
15. Behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to the City;
16. Refusal to take and subscribe to any oath or affirmation which is required by law in connection with employment;
17. Violation of any of the provisions of these rules and regulations, departmental rules and regulations, or City policies;
18. Failure to abide by reasonable safety precautions;
19. Failure to maintain required licenses, credentials, certificates or other conditions for employment in the assigned classification, or failure to meet legal requirements for retention in the class.

## **SECTION 4 - Disciplinary Actions**

The following are appropriate disciplinary actions that may be taken as corrective measures.

1. **Written Reprimand**

With department head approval, a supervisor may reprimand an employee by providing a written statement which outlines the problem; the specific policies, rules, or legal provisions violated; constructive assistance toward correction; and an indication that more serious disciplinary action could occur should the unsatisfactory conduct continue or recur. A letter of written reprimand shall be provided to the employee and made a part of the employee's personnel record. The reprimand shall not be subject to appeal; however, the employee has the right to meet with the department head before a written reprimand is placed in the employee's personnel file, as outlined in Section 5-1, Review of Written Reprimands. The employee also has the right of rebuttal by providing a written statement which will be included in the personnel record along with the written reprimand.

2. **Suspension**

A department head may suspend the employment of an employee without pay for not more than two hundred and forty (240) working hours in any one year. Suspensions are subject to the procedures outlined in Section 6, Discipline Procedures, which include the right of appeal.

3. **Reduction in Salary**

A department head may reduce the salary of an employee for disciplinary reasons, provided that such reduction shall be to a step or percentage within the salary range of the classification held by the employee. A new anniversary date shall be established in accordance with these rules, unless the reduction is for a specified period of time, in which case the anniversary date would not change, or unless otherwise recommended by the department head and approved by the City Manager or designee. Reductions in salary are subject to the procedures outlined in Section 6, Discipline Procedures, which include the right of appeal.

4. **Disciplinary Demotion**

A department head may demote an employee for disciplinary reasons, to any classification with a lower salary, provided the employee meets the minimum qualifications for the lower-level class. The employee shall not be eligible for promotion for a period of six (6) months unless otherwise recommended by the department head and approved by the City Manager or designee. Disciplinary demotions are subject to

the procedures outlined in Section 6, Discipline Procedures, which include the right of appeal.

5. Dismissal

A department head may dismiss an employee for cause. Dismissals are subject to the procedures outlined in Section 6, Discipline Procedures, which include the right of appeal.

**SECTION 5 - Review and Removal of Written Reprimands**

1. Review of Written Reprimands:

- a. All written reprimands shall be reviewed and approved by the department head prior to being provided to the employee.
- b. The employee has three (3) working days to notify the department head that s/he will respond to the written reprimand in writing and/or orally at an informal meeting with the department head. The department head shall allow the employee seven (7) working days following the receipt of the written reprimand to prepare the written and/or oral response. This time may be extended by the department head. The department head shall consider the employee's response prior to taking final action. The decision of the department head shall be final and is not subject to appeal through these discipline and grievance rules.
- c. Written reprimands shall not be placed in the employee's personnel file until the meeting with the department head is held or the three (3) day period for requesting a meeting has passed without a meeting request.
- d. Written reprimands resulting from vehicle accidents which are reviewed by the City's Accident Review Committee and determined to be preventable are exempt from the requirement for department head review described in paragraph b, above.
- e. An employee may place a written reply or rebuttal to a written reprimand in the personnel file at any time.

2. Removal of Written Reprimands

- a. An employee may make a written request to his or her department head that a written reprimand be removed from the employee's personnel file if no other written reprimand or disciplinary action has occurred during the previous 5 years.

- b. The department head will review the request and make a decision as to whether or not to approve it based on the employee's current performance and overall work record. If the department head does not approve the request, the employee will be provided an explanation for the denial in writing. The department head's decision not to remove a written reprimand shall be final and not subject to appeal through these discipline and grievance rules.
- c. If a request to remove a written reprimand is denied, the employee may again request that it be removed one year following the initial denial.
- d. Written reprimands for vehicle accidents deemed preventable by the City's Accident Review Committee and for violations of City policies related to harassment and discrimination shall not be removed from the employee's file.

## **SECTION 6 - Discipline Procedures.**

The following steps shall be taken to investigate, review and appeal behavior which results in a disciplinary action being taken.

### **1. Initial Investigation**

An alleged violation of policy, procedure, rules, regulations, directives, orders or laws shall be investigated by the employee's supervisor, department head or designee. The investigator shall complete a written report of the investigation including the employee's statement, the specific violations, all available facts related to the alleged violations, and statements of witnesses. The above information shall be forwarded to the appropriate manager within ten (10) working days of the discovery of the alleged violation.

### **2. Management Review**

The appropriate manager shall review all written documents and other information related to the alleged violation and may investigate further to insure that all facts are adequately documented. The appropriate manager shall, within five (5) working days, forward to the department head the entire investigation with a recommendation for discipline to be considered.

### **3. Department Head Review**

Upon receipt of such recommendation, the department head or designee shall review and indicate concurrence or modification of the recommended disciplinary action within five (5) working days. If the discipline recommended is a suspension, reduction in salary, demotion or dismissal, the department head shall obtain approval of the intended discipline from the Human Resources Director or designee.

4. Human Resources Review

The Human Resources Director or designee shall review the recommendations of the disciplinary action proposed within five (5) working days of receipt.

5. Notice of Proposed Discipline

Following the approval of the Human Resources Director or designee, a written notice of proposed discipline specifying the recommended discipline and the reason for the discipline shall, within three (3) working days, be forwarded by the department head to the employee and the Human Resources Department.

The notice of proposed discipline shall contain the following:

- a. A statement which clearly defines the intent to take action and the specific action to be taken.
- b. A statement of the rule(s) or regulation(s) that has (have) allegedly been violated;
- c. A statement of the specific action or charges upon which the proposed discipline is based;
- d. The records and documents upon which the proposed action is based, including witness names and identifying information, except where there is a significant safety reason not to provide this information.
- e. A statement that upon receipt of the notice of proposed discipline, the employee shall be allowed ten (10) working days from the date of receipt to respond either orally or in writing. Failure to respond within the prescribed time period following receipt of the notice of proposed discipline shall forfeit all further rights of the employee, and the proposed discipline will be imposed.

6. Proposed Discipline Deferred

If the employee or designated representative requests the right to respond either orally or in writing to the department head, imposition of proposed discipline shall be deferred until after a pre-disciplinary (Skelly) hearing.

7. Pre-disciplinary (Skelly) Hearing

Where a written or oral response has been elected, the department head shall schedule, coordinate and conduct a pre-disciplinary hearing within ten (10) working days of the employee's request. The purpose of the hearing is for the employee to provide additional information and facts relevant to the alleged violation in order for the department head to have all the facts prior to making a final decision regarding the discipline. The employee may elect to have representation at the hearing. All appeal

rights are forfeited if the employee fails to provide a written response or statement, or to appear for the pre-disciplinary hearing.

8. Findings of Fact

The department head's responsibility includes making findings of fact and forwarding recommendation(s) for disciplinary action to the Human Resources Director within three (3) working days after the hearing.

9. Human Resources Final Review

The Human Resources Director shall consider the findings of fact and recommendation(s) of the department head and authorize appropriate disciplinary action. The Human Resources Director's determination of appropriate disciplinary action shall be forwarded to the department head within three (3) working days.

10. Imposition of Discipline

Within three (3) working days, the department head shall serve the employee with a written notice of disciplinary action authorized by the Human Resources Director specifying the date(s) upon which the disciplinary action shall be imposed. The notice of disciplinary action shall also inform the employee of the right to appeal and shall further inform the employee of any time limitations within which the notice of appeal must be filed.

Disciplinary actions may be imposed prior to the appeal hearing.

**SECTION 7 - Right of Appeal**

An employee who has received a notice of disciplinary action may, within ten (10) working days of its receipt, request a hearing before the Personnel Board in accordance with this procedure. Appeals to the Personnel Board shall be conducted in accordance with Rule 8, Personnel Board Hearings, of these rules and any rules or procedures established by the Personnel Board. An employee in a unit with binding arbitration of discipline in his/her MOU must follow the provisions of that MOU to appeal a disciplinary action.

**SECTION 8 - Immediate Removal**

An employee may be placed on Administrative Leave with Pay without notice or hearing where the continued presence of the employee would be a clear and present hazard or disruption to other employees, the public, or the City. An Administrative Leave with Pay pending an investigation requires the approval of the Human Resources Director and is not subject to appeal. When an employee is placed on an Administrative Leave with Pay and disciplinary

action follows, the employee shall be assured of all due process in accordance with the Personnel Rules and Regulations. The Department Head may direct the employee's activities during the employee's regularly scheduled work hours during an Administrative Leave with Pay.

#### **SECTION 9 - Extension of Time Limits**

Time limits may be extended by mutual agreement in writing between the parties. If mutual agreement cannot be reached, a written request for such an extension may be submitted to the Human Resources Director prior to the expiration of the applicable time period. In instances where the Human Resources Director grants a time extension, all parties shall be notified of the length of the extension.

#### **SECTION 10 - Right to Representation**

An employee subject to a meeting or an investigation that may result in disciplinary action has the right, upon request, to be represented by an employee representative, or by an attorney retained by the employee at the employee's expense.

## **RULE 8**

### **PERSONNEL BOARD HEARINGS**

#### **SECTION 1 - Mediation**

After a hearing before the Personnel Board has been requested, but prior to preparation and delivery of the hearing documents, the Human Resources Director shall schedule a mediation between the two parties, if the parties agree. The mediator shall be someone acceptable to both parties. If the parties resolve the dispute, no hearing is held and no further action is taken.

#### **SECTION 2 - Request for Hearing**

When it is determined that a Personnel Board hearing is required, the Human Resources Director shall schedule a hearing at the earliest possible time which is agreeable to the Board and the parties to the hearing. The request for a hearing before the Personnel Board must include:

1. The specific issue(s) appealed and
2. The information to be considered by the Personnel Board

All information to be considered by the Personnel Board, including but not limited to printed material, physical evidence, and lists of witnesses, shall be submitted to the Human Resources Department by both parties at least eleven (11) working days prior to the scheduled hearing. This information shall be forwarded to members of the Personnel Board by the Human Resources Department.

#### **SECTION 3 - Conduct of Hearings**

The Personnel Board may adopt procedures relating to the conduct of appeal hearings and may change the procedures as they deem appropriate.

At least three working days before a Personnel Board hearing, the employee, and/or his or her representative, and representatives from the City, shall meet with the board Chairperson and the attorney for the Personnel Board to endeavor to reach agreements concerning factual issues. In addition, if appropriate, the parties will try to resolve legal issues and what evidence will be presented at the hearing. If agreements are reached, they shall be reported by the attorney for the Personnel Board at the commencement of the hearing.

The Human Resources Director shall coordinate and schedule the appeal hearing and forward the appropriate notices to interested parties. The Board's responsibility includes making findings of fact and forwarding recommendation(s) to the City Manager. The findings of fact



and recommendations of the Personnel Board shall be forwarded within five (5) working days of the completion of the hearing.

#### **SECTION 4 - City Manager Action**

The City Manager shall consider the findings of fact and recommendations of the Personnel Board and impose or authorize the action the City Manager deems appropriate. The action as determined by the City Manager, and the findings of fact and recommendation of the Personnel Board, shall be forwarded to the department head, employee, and/or designated representative within five (5) working days.

The decision of the City Manager shall be final and binding.

Resolution No.	8855 - 12/31/68	- Adopting Personnel Rules & Regulations
	9205 - 01/06/70	- Amending Rule 5, Section 14 and adding Sections 56 and 57 to Rule I
	11265 - 02/04/75	- Amending Rule I, Section 43 and Rule IX, Section 2
	11545 - 07/29/75	- Amending Rule IV, Section 2
	11603 - 09/02/75	- Amending Rule III, Section 2.1
	13102 - 03/14/78	- Repealing and Reenacting Rule VIII
	24870 - 06/19/01	- Repeal Rules II, III, IV and V and Reenact Rule II
	25510 - 12/17/02	- Revision and Renumbering of all Rules

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# EXHIBIT I

RULES AND REGULATIONS TO THE  
EMPLOYER – EMPLOYEE RELATIONS ORDINANCE

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## **SECTION 1. STATEMENT OF PURPOSE**

The purpose of these Rules and Regulations is to implement the Employer-Employee Relations Ordinance for the City of Santa Rosa (hereinafter referred to as the "Ordinance"), and also Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Sections 3500, et seq.).

## **SECTION 2. DEFINITIONS**

The terms used in these Rules and Regulations, which are defined in Section 2-36.020 of the Santa Rosa City Code, shall have the same meaning as set forth herein.

## **SECTION 3. RULE 1 – UNIT DETERMINATION**

### **A. Modification of Established Unit**

1. A petition to modify an established unit may be filed with the Municipal Employee Relations Officer by an employee organization during the period for filing a petition for withdrawal of formal recognition. The petition for modification shall contain all of the information and meet the criteria as set forth in Sections 2-36.110, 2-36.170, and 2-36.180 of the Santa Rosa City Code, together with a statement of all relevant facts in support of the proposed modified unit.
2. The Municipal Employee Relations Officer shall notify all affected organizations of the petition for modification, at which time all affected employee organizations shall be heard in accordance with Section 2.98 of the Santa Rosa City Code.

## **SECTION 4. RULE 2 – REPRESENTATION PROCEEDINGS**

### **A. Formal Recognition as the Majority Representative in an Appropriate Unit**

1. An employee organization that seeks formal recognition shall file a petition for recognition with the Municipal Employee Relations Officer containing all of the information set forth in Sections 2-36.170 and 2-36.180 of the Santa Rosa City Code.

B. Withdrawal of formal recognition

1. A petition to withdraw formal recognition as provided in Section 2-36.220 of the Santa Rosa City Code shall be filed during the months of October or November. The petition may be filed by an employee, a group of employees or their representatives, or an employee organization or by management. The petition shall be verified, under oath, by the person signing it, that its contents are true. It may be accomplished by a petition for recognition by a challenging organization. The petition for withdrawal of formal recognition shall contain the following information:
  - a. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
  - b. The name of the formally recognized employee organization.
  - c. An allegation that the formally recognized employee organization no longer represents the majority of the employees in the appropriate unit, and any other relevant and material facts.
  - d. Written proof that at least 30% of the employees in the unit do not desire to be represented by the formally recognized employee organization. Such written proof shall be dated within six months of the date upon which the petition is filed and shall be submitted for confirmation to the Municipal Employee Relations Officer or to a mutually agreed upon disinterested third party.
2. If the Municipal Employee Relations Officer determines that the petition requirements have been met, he shall arrange for a secret ballot election to determine if the formally recognized employee organization shall retain its recognition rights. The election procedures shall be in accordance with the provisions of subsections B, C, D, E and F, of Section 2-36.190, Sections 2-36.200 and 2-36.210 of the Santa Rosa City Code. Formal recognition shall be withdrawn from the formally recognized employee organization if a



majority of those casting valid ballots vote for withdrawal of formal recognition.

3. There shall be no more than one (1) election for withdrawal of formal recognition in the same unit in any twelve (12) month period.

C. Duration of Formal Recognition

When an employee organization has been formally recognized, such recognition shall remain in effect for one year from the date thereof and thereafter until such time as the Municipal Employee Relations Officer shall determine, on the basis of a secret ballot election conducted in accordance with Chapter 2-36 of the Santa Rosa City Code and foregoing rules, that the formally recognized employee organization no longer represents a majority of the employees in the unit or until such time as the unit may be modified as provided in Section 3 or these Rules and Regulations.

D. Cost of Election Proceedings

The cost of any election proceedings shall be borne by the employee organization or organizations whose name(s) appear on the ballot.

E. Impasses in Representation Proceedings

Any unresolved complaint by an affected employee organization, advance in good faith, concerning a decision of the Municipal Employee Relations Officer made pursuant to Subsections A, B, C, or D, above, may be processed in accordance with mutually agreed procedures. A written request for an impasse meeting must be filed with the Municipal Employee Relations Officer within 10 days after the affected employee organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered closed and not subject to the impasse procedures or to any other appeal.

**SECTION 5. RULE 3 – DUES CHECK-OFF**

Only a formally recognized employee organization (i.e., the majority representatives of employees in an appropriate unit) may be granted permission by the Municipal Employee Relations Officer to have the regular dues of its members deducted from their

paychecks, in accordance with procedures prescribed by the Municipal Employee Relations Officer. This shall not preclude the continuation of dues check-off heretofore granted to any employee organization, unless such organization is unsuccessful in a representation election or formal recognition in accordance with the established procedures.

Dues deduction authorization or cancellation shall be made upon cards provided by the Municipal Employee Relations Officer. Dues deduction may be continued only upon voluntary written authorization of the member for a period of time not to exceed one year. Employee payroll deduction authorizations shall be in uniform amounts for dues deductions.

The employee's earning must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the formally recognized employee organization is in a nonpay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member be permitted to deposit the amount with the City which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a nonpay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

Dues withheld by the City shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified.

All employee organizations who receive dues check-off shall indemnify, defend, and hold the City of Santa Rosa harmless against any claims made and against any suit instituted against the City of Santa Rosa on account of check-off of employee organization dues.

In addition, all such employee organizations shall refund to the City of Santa Rosa any amounts paid to it in error upon presentation of supporting evidence. Any over payments will be deducted from the next payment due the organization.

A. Denial or Withdrawal of Dues Check-Off

The Municipal Employee Relations Officer, after notification to an organization, may withdraw the dues check-off privilege if it is found that the organization has failed to comply with and abide by the Ordinance or Rules and Regulations.

Deductions may be withdrawn for the reasons stated herein.

**SECTION 6. RULE 4 – REASONABLE TIME OFF TO MEET AND CONFER**

The formally recognized employee organization may select not more than two (2) employee members of such organization to attend scheduled meetings with the Municipal Employee Relations Officer or other management officials on subjects within the scope of representation during working hours without loss of compensation. Where circumstances warrant, the Municipal Employee Relations Officer may approve the attendance at such meetings of additional employee representatives provided notice of the names of the employees and a statement of the need for their attendance is submitted to the Municipal Employee Relations Officer at least two working days in advance of such meetings. Provided, further that:

- A. No employee representative shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official.
- B. Any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules.

Nothing provided herein, however, shall limit or restrict City Management for scheduling such meetings before or after regular duty or work hours under appropriate circumstances.

**SECTION 7. RULE 5 – ACCESS TO WORK LOCATIONS**

Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department

Head or the Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitations of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours.

## **SECTION 8. RULE 6 – USE OF CITY FACILITIES**

Employee organizations may, with the prior approval of the Municipal Employee Relations Officer, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available, and provided further such meetings are not used for organizational activities or membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting. A copy of the meeting agenda shall be furnished to the Municipal Employee Relations Officer as soon as it is available, but in no event less than 24 hours prior to such meeting. The City reserves the right to assess reasonable charges for the use of such facilities. Fire personnel due to their work schedule will be permitted to hold meetings at their work stations after the hour of 6:00 p.m.

The use of City equipment other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

## **SECTION 9. RULE 7 – USE OF BULLETIN BOARDS**

Recognized employee organizations may use portions of City bulletin boards with the approval of the Municipal Employee Relations Officer under the following conditions:

- A. All materials must receive the approval of the department or division head in charge of the departmental bulletin board.
- B. All materials must be dated and must identify the publishing and posting organization.

- C. Unless special arrangements are made with the Municipal Employee Relations Officer, no material other than notices of meetings, social events, elections, appointments and listings of current officers shall be posted on a bulletin board. All material shall be dated and signed by a recognized officer of the employee organization. Material posted should be removed 31 days after the posting date.
- D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to the employee organizations' materials.
- E. An employee organization that does not abide by these rules will forfeit its right to have materials posted on City bulletin boards.

#### **SECTION 10. RULE 8 – AVAILABILITY OF DATA**

The City will make available to employee organizations such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in this rule and Government Code Section 6250, et. Seq.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this rule shall be construed to require disclosure of records that are:

- A. Personnel, medical and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles;
- B. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the

record available clearly outweighs the public interest served by disclosure of the record;

C. Records pertaining to pending litigation to which the City is a party, or to claims or appeals which have not been settled;

D. Nothing in this rule shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the agency.

## **SECTION 11. RULE 9 – PEACEFUL PERFORMANCE OF CITY SERVICES**

Participation by any employee in a strike or work stoppage against the City of Santa Rosa is unlawful and shall subject the employee to disciplinary action, including discharge.

No employee organization, its representatives, officers or members engage in, cause, instigate, or participate in a strike or a work stoppage of any kind, against the City of Santa Rosa, in addition to any other lawful remedies or disciplinary actions, the Municipal Employee Relations Officer may recommend that formal recognition of the recognized employee organization be withdrawn, may suspend or cancel any or all payroll deductions payable to such organization, may prohibit the use of bulletin boards, may prohibit the use of City facilities, and may prohibit access to work or duty stations formerly accessible to such organization.

As used in this Section “strike or work stoppage” means the concerted failure to report for duty, the willful absence from one’s position, the stoppage of work or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

Any decision of the Municipal Employee Relations Officer made under the provisions of this Section may be appealed to the Board by filing a written Notice of Appeal with the Municipal Employee Relations Officer of the City Clerk, accompanied by a complete statement setting forth all of the grounds upon which the appeal is based. Such Notice of Appeal must be filed within seven (7) calendar days after the affected employee

organization first receives notice of the decision upon which its complaint is based, or its complaint will be considered closed and not subject to any other appeal.

If a work stoppage arises by action of the representative organization that has not exhausted all other remedies provided in these procedures, the following steps may be taken by the Municipal Employee Relations Officer:

- A. Withdrawal of dues check-off for the term of the recognition period.
- B. Extension of probationary period for any probationary employee involved in the work stoppage.
- C. Recommend that formal recognition of the organization be withdrawn.
- D. Time off will be treated as time off without pay. Those employees involved in the work stoppage will be subject to the disciplinary procedures as outlined in the Personnel Ordinance and related rules and procedures.

#### **SECTION 12. RULE 10 – PUBLIC SAFETY EMPLOYEES**

- A. Positions involving public safety include Police Officers, Firefighters, Sewer Treatment Plant Operators, and water distribution personnel.
- B. The primary purpose of a municipal corporation is to provide services to the public that protects the health, safety and welfare of the community. The positions listed in A. above are vital to the public health, safety and welfare and cannot be replaced by untrained personnel.

#### **SECTION 13. RULE 11 – UNIFORMITY AND SCOPE OF AGREEMENT BY UNIT**

- A. In order to maintain a uniform work schedule and work force, the basic salary ordinance will set forth the vacation, holidays, sick leave accumulation, accrual procedures and, insurance coverage as they apply to all employees.
- B. The City recognizes that the working conditions of employees may vary due to the nature of the work and the place of employment, for this reason the memorandums of understanding between the City and the representative

organizations within practical limits may vary between representative units as to: pay rates, working conditions and other types of leave not stated in A. above.

#### **SECTION 14. RULE 12 – CALENDAR FOR SALARY CONSIDERATION**

The City of Santa Rosa, as a governmental agency, has imposed upon it, by the Charter and State Legislature, certain limitations and time schedules which make it necessary to reach agreement with the recognized organization within specified time limits; therefore, the following will be the schedule for meeting and conferring.

- A. Organizational proposals will be submitted to the Municipal Employee Relations Officer no later than March 1 of each year.
- B. Meetings will be scheduled with representative organizations at mutually convenient times between March and May of each year.
- C. Memorandum of Understanding will be presented to the Council by the third Tuesday in May.

#### **SECTION 15. RULE 13 – RESOLUTION OF IMPASSES IN MEETING AND CONFERRING**

##### **A. Processing of Impasses**

If after a reasonable period of time management and representatives of a recognized employee organization agree that they have reached an impasse the City may select any method provided in Chapter 2 of the Santa Rosa City Code.

#### **SECTION 16. RULE 14 – UNFAIR EMPLOYEE RELATIONS PRACTICES**

- A. It shall be an unfair employee relations practice for management:
  - 1. To interfere with, restrain, discourage, or coerce employees in the exercise of their rights granted in Chapter 2 of the Santa Rosa City Code.
  - 2. To attempt to dominate or control any employee organization.
  - 3. To refuse to meet and confer in good faith at reasonable times, places and frequencies with representatives of recognized employee organizations on matters which are properly within the scope of representation.



- B. It shall be an unfair employee relations practice for employees, employee organizations or their representatives:
1. To interfere with, restrain, or coerce employees in the exercise of their rights granted in Chapter 2 of the Santa Rosa City Code.
  2. To discriminate against any employee because of race, sex, creed, color or national origin with regard to the terms and conditions of membership in an employee organization.
  3. To refuse to meet and confer in good faith at reasonable times, places and frequencies with City management on matters which are properly within the scope of representation.
- C. Claim of unfair employee relation practices under this section may be made by an employee representative, an individual employee or a group of employees, or by a management representative. Such claims shall be processed by the Personnel Board in accordance with its rules.

# EXHIBIT J

## City of Santa Rosa Administrative Policy

<b>Title:</b>	<b>Time Savings Plan</b>
<b>Policy #:</b>	<b>5.1.1</b>
<b>Authority (Resolution#/MOU)</b>	
<b>Issuing Department:</b>	<b>Finance</b>
<b>Creation Date:</b>	<b>January 1, 1999</b>
<b>Last Revision Date:</b>	<b>May 9, 2017</b>
<b>Approved By/Title:</b>	<b>City Manager</b>

**1. PURPOSE**

- 1.1 To establish a method allowing regular employees in Units 3, 4, 6, 7, 12, 13, 14 and 16 to buy time off to supplement their holiday, vacation and compensatory time.
- 1.2 To provide guidelines for the administration of Time Savings Plan.

**2. POLICY**

- 2.1 It shall be the policy of the City to allow regular employees the option to purchase hours under the Time Savings Plan (TSP) with advance approval by the employee's department head and/or supervisor. Authorization may vary by Department and/or Section within a Department to address staffing and workload situations. The TSP program allows employees to supplement their other paid leave balances and provides a "savings" plan for this time off. TSP time may be used prior to exhausting other leave balances.
- 2.2 The minimum amount of time off available under this plan is four (4) hours and the maximum is forty (40) hours per fiscal year. The maximum for Regular Part-time employees shall be their FTE for one week of work. For example: a 75% employee's maximum shall be thirty (30) hours.
- 2.3 Scheduling of TSP time off shall be in accordance with the department's time off policy. TSP may not be approved if overtime is required to cover for the employee's absence. Cancellation of the use of TSP hours will be in accordance with the department's policy on canceling leave.
- 2.4 TSP hours cannot be used to extend a date of retirement or date of resignation.
- 2.5 Employees on the Attendance Management Program may not participate in the TSP program.
- 2.6 Unused TSP hours at fiscal year-end shall be administered as follows:
  - 2.6.1 Employees receiving authorization to renew enrollment in the program for the new fiscal year may roll over their unused hours. The total maximum balance shall not exceed forty (40) hours.
  - 2.6.2 Employees not renewing enrollment in TSP shall have their unused time paid off in the month of July.

- 2.7 Upon termination of employment, any balance remaining in the TSP bank shall be refunded on the employee's final paycheck.

### 3. PROCEDURE

- 3.1 All participants shall have the option to renew enrollment in the program during open enrollment each year. Open enrollment shall be in June.
- 3.2 If re-enrollment is denied, any remaining balance of unused hours shall be paid off in the month of July.
- 3.3 Employees shall choose a savings method via the enrollment form. Savings will be in the form of payroll deduction.
- 3.4 The payroll deduction amount shall be calculated and deducted per paycheck, based on the number of payments the employee has elected. TSP payments shall be after-tax payroll deductions, not earnings reduction.
- 3.5 TSP hours off shall be recorded on employee's timecards using hours code "TSP Used".
- 3.6 When employees take TSP hours off, the value of the TSP time will be paid to the employee on an after-tax basis. **If the value of the hours taken off exceeds the value in the TSP bank, only the amount in the bank will be paid. The value of the TSP bank shall appear on the employee's paystub. It shall be the employee's responsibility to ensure that the value in their TSP bank will be sufficient to cover the number of hours of TSP time used.**
- 3.7 If the value in the TSP bank is not sufficient to cover the number of hours used, the employee will be without pay for the difference. If this results in insufficient earnings to cover the employee's payroll deductions, Payroll will change the TSP hours to vacation or other paid leave in order to cover all payroll deductions.
- 3.8 TSP hours shall be used prior to going on a leave of absence.
- 3.9 If an employee receives a change in salary, TSP deductions will be recalculated based on the new rate of pay.
- 3.10 Employees may cancel participation in the program by notifying the Payroll Division in writing. The account balance will be paid off as soon as administratively possible.

#### APPROVED BY:

\_\_\_\_\_  
(Signature of Approver, Title)

\_\_\_\_\_  
Date