

Agreement Between

LOCAL 1021

CITY OF SANTA ROSA

And

LOCAL 1021

**SERVICE EMPLOYEES INTERNATIONAL
UNION, CTW**

**FOR AND ON BEHALF OF THE EMPLOYEES
IN THE CITY'S UNIT #14 – POLICE
CIVILIAN TECHNICAL UNIT**

Stronger Together

July 1, 2024 through June 30, 2027

EXHIBIT "A" TO RESOLUTION NO: 2024-115

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF SANTA ROSA

AND THE

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

FOR AND ON BEHALF OF THE EMPLOYEES IN THE
CITY'S UNIT #14 - POLICE CIVILIAN TECHNICAL UNIT

JULY 1, 2024 THROUGH JUNE 30, 2027

Management and Unit 14 Compact

Management and Unit 14 represented by SEIU, Local 1021, wish to formalize a relationship which will survive differences in interests, endure changes in leadership, and extend beyond legal and contractual requirements based on the following principles:

- We agree that an interest based approach shall be used as the basis for both individual problem solving activities and contractual negotiations between the parties.
- In our relationship, we understand and accept that a high degree of trust is essential. Therefore, we will focus on developing and maintaining trust.
- We will promote and expand communications between the parties and recognize active listening as a major component of communications. We will avoid sending ambiguous or mixed messages. We will always consult before deciding (acbd) on matters which may have a major impact on the other party.
- We agree to establish a labor management committee to meet at least monthly to utilize the principles outlined above to address issues of mutual concern.
- We agree that when an issue or concern is identified which has an impact on the management labor relationship, we will attempt to resolve the issues informally and in a timely fashion. If the issue isn't resolved, it may be agendized for the labor management meeting.

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GENERAL

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 pursuant to Resolution 27082, the Service Employees International Union, Local 1021, 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, the Union was designated by the City of Santa Rosa City Council as the representative of employees in City's Unit #14, Police Civilian Technical Unit, hereinafter "UNIT".

ARTICLE 3 AUTHORIZED AGENTS

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

3.1.1 Management's principal authorized agent shall be the City Manager or their duly authorized representative (address: CITY HALL, P.O. BOX 1678, 100 Santa Rosa Avenue, Santa Rosa, CA 95402; telephone (707) 543-3010, FAX (707) 543-3030) except where a particular management representative is specifically designated in the Agreement.

3.1.2 Union's principal authorized agent shall be the Field Representative or their duly authorized representative (address: 600 B Street Santa Rosa, CA 95401; telephone (707) 293-2858, FAX: (707) 542-1496), except where a particular representative is specifically designated in the Agreement.

ARTICLE 4 SEVERABILITY

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

4.2 If any part of this Agreement is invalidated through legislation or by a decision of a court competent jurisdiction, then either party has the right to make a written request to the other party to negotiate a replacement for the portion of the Agreement that was negated. Such written request shall be served upon the other party within thirty (30) days of the effective date of the legislation or decision by the court. Such negotiation shall be completed within thirty (30) days of the first meeting held to resolve the problem. The parties may extend the negotiations by mutual agreement. The balance of the Agreement shall remain in full force and effect.

ARTICLE 5 **FULL UNDERSTANDING, MODIFICATION, WAIVER**

5.1 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.

5.2 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.

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

5.4 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.

5.5 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 6 **TERM**

6.1 This Agreement shall become effective July 1, 2024, except where otherwise provided and all its provisions shall terminate at twelve (12) midnight on June 30, 2027.

ARTICLE 7 **RENEGOTIATIONS**

7.1 No later than March 15, 2027, either party can notice the other with a written request to begin negotiations for a successor agreement.

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

ARTICLE 8 **RULES AND REGULATIONS**

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

8.1.1 Personnel Rules and Regulations

8.1.2 Employer-Employee Relations Ordinance.

8.2 Classification Change Notification: The Union shall be notified of classification changes proposed by the Human Resources Director.

ARTICLE 9 **MUTUAL RESPONSIBILITY**

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

9.2 In addition to their regular duties, employees may be required to act as Disaster Service Workers in accordance with California Government Code Section 3100 and the City's Emergency Preparedness Plan and policies. Employees shall not be entitled to any additional compensation for said duties.

ARTICLE 10 **WORK CURTAILMENT**

10.1 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 Understanding.

ARTICLE 11 **CITY RIGHTS**

11.1 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:

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

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

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

11.1.4 Lay off employees, subject to the Personnel Rules and Regulations and the City's Layoff Policy dated August 8, 2008.

11.2 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 12 **EMPLOYEE AND UNION RIGHTS**

12.1 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.

12.2 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.

12.3 Job Stewards shall be given reasonable time while at work to investigate and deal with matters within the scope of representation. Such duties shall not impact

City services.

12.4 Monthly Bargaining Unit Report:

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

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

12.5 New Employee Orientation:

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

The Employer 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 monthly On-Boarding training, during regular working hours and onsite without loss in compensation.

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

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

The Employer 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 along with their contact information.

If a worker misses the new employee orientation, they will be scheduled for a future new employee orientation, according to the same terms provided above in this

agreement. If there are conflicts with dates, times and/or locations of orientation sessions, the Union and the employer shall work together to rectify those issues.

12.7 Union Bulletin Boards:

The City shall provide the union with bulletin board space in each division within the Police Department where SEIU 1021 members work.

ARTICLE 13 **DISCIPLINE**

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

13.2 Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations Rule 7, Section 3.

13.3 Pre and post disciplinary due process shall be followed to the extent required by case law and statutory law.

ARTICLE 14 **GRIEVANCE**

14.1 Definitions:

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

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

14.2 Informal Grievance Resolution

As soon as possible, but no more than fifteen (15) days after the discovery of the event giving rise to a grievance, the grievant or representative shall present the grievance informally to the involved supervisor; except if the grievance involves the relationship with the supervisor, it shall be submitted to the involved Division Manager. The grievant and supervisor have a mutual responsibility to resolve the matter at the lowest possible level.

If the grievance is not resolved through discussion with the supervisor, then the grievant and/or representative shall present the grievance informally to the Division Manager. The Division Manager shall respond in writing to the grievant if the decision is adverse to the grievant. Utilization of the informal steps shall be necessary prior to filing a formal grievance.

14.3 Formal Grievance Resolution

If the grievant feels that the issue was not resolved informally, a formal grievance shall be filed within fifteen (15) calendar days from the receipt of the written decision.

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

- A. Name(s) of grievant
- B. Class title(s)
- C. Department(s)
- D. Working Address(es)
- E. A clear statement of the nature of the grievance, citing the applicable language of any ordinance, rule, regulation, memorandum of understanding; or other pertinent document involved.
- F. The date on which the grievance occurred.
- G. Proposed solution to the grievance.
- H. Date grievance form completed.
- I. Signature of grievant(s).
- J. Name of organization; or representative, if any, representing the grievant.

Step 1

Within fifteen (15) calendar days after the formal grievance is filed, the Department head or designated representative shall investigate the grievance, shall confer with the grievant and attempt to resolve the issue. The Department head has the responsibility, after considering all pertinent information, to make a decision in writing.

Step 2

If the grievance is unresolved to the satisfaction of the grievant, the grievant

may, within ten (10) calendar days after the Department head's decision, request the City Manager/designee to consider the decision rendered by the Department head. Such request shall be in writing and filed with the Human Resources Director.

Step 3

Within ten (10) calendar days after receipt of the written request, the City Manager/designee shall investigate the grievance, confer with persons affected and their representatives to the extent deemed necessary, and render a decision in writing.

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

No time limits described in Article 14 may be extended without the mutual agreement of both parties.

ARTICLE 15 **MEDIATION**

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

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

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

ARTICLE 16 **ARBITRATION**

16.1 A grievant may either appeal an unresolved grievance, as defined in 14.1 above, to the Personnel Board as provided in Rule 6 Section 7 of the Personnel Rules and Regulations or petition the Union to present the issue to Arbitration as provided below. The City and the Union have agreed that the issue of whether an employee or the Union may request Arbitration for a disciplinary grievance in light of amendments to the City Charter shall be resolved and this MOU amended in accordance with the

agreement reached by the City and the Santa Rosa Police Officer's Association on this issue.

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

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

16.4 The expenses of any arbitration proceeding convened pursuant to this Article, including the fee for the services of the Chairperson of the Arbitration Board and the costs of the preparation of the transcript of the proceedings shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses.

16.5 The Arbitrator shall have no power to alter, amend, change, add to or

subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation in respect to the alleged grievance and determine the remedy or, in the case of a disciplinary action, whether the alleged act or violation actually occurred and if deemed a violation did occur, the level of discipline imposed was appropriate. If deemed not appropriate the arbitrator shall decide the appropriate level of discipline. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the City, the Union and the employee affected.

ARTICLE 17 **DEFINITIONS**

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

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

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

17.4 The term "work week" for all members of the unit shall be 168 regularly recurring hours. For employees working the 5/8 or 4/10 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working a 9/80 work schedule, each employees designated FLSA work week (168 hours in length) shall begin exactly four hours after the start time of his or her scheduled eight hour shift on the day of the week that corresponds with the employee's alternating regular day off.

17.5 The term "emergency" means any sudden and unforeseeable incident or occurrence.

17.6 The term "retirement" shall mean the following criteria have been met: a) separation from the CITY; b) qualifying for PERS retirement benefits; and c) having filed

an application for retirement with PERS.

17.7 “Qualified domestic partner” shall mean a California registered domestic partner or a City domestic partner registered prior to July 1, 2013 with Human Resources and as defined by the City policy.

17.8 The term “City domestic partner” shall mean the domestic partner of an employee who has completed the City Domestic Partner Declaration and meets the eligibility requirements as contained therein.

ARTICLE 18 **CONTRAVENTION OF LAWS**

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

ARTICLE 19 **MEMBERSHIP DUES**

Section A: MEMBERSHIP DUES

19.1 Employees may voluntarily request the City to deduct Union membership dues from their paychecks as follows:

19.1.1 Upon completion of a Voluntary Authorization for deduction of Union Membership dues form which is acceptable to the City.

19.1.2 Payroll deductions shall be made bi-weekly and shall begin following the receipt by the City of the following:

- a. The participating employee's properly executed Voluntary Authorization for deduction of Union membership dues form; and
- b. The Union's certification as to the amount of monthly membership dues. This notice shall be effective for all employees participating in the dues deduction program. Any changes in the amount of the monthly membership dues shall be certified by the Union and delivered to the City at a place designated by the City at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

19.2 All moneys deducted by the City for this program shall be remitted to the Union by the tenth (10th) calendar day following the pay period when the deductions

were made along with a list of employees' names and the amount deducted.

19.3 The City shall notify the Union of those employees revoking their Voluntary Authorization for Dues Deduction.

19.4 The City shall not be liable to the Union by reason of requirements of this section for the remittance or payment of any moneys other than the constituting actual deductions made from the pay earned by the participating employee.

19.5 The following certification notice form shall be used by the Union when certifying to the City monthly membership dues:

CERTIFICATION OF _____.

I certify that the monthly Voluntary Union membership dues for participating employees is:

Date _____

Signature _____

Business Manager

Date of Delivery to City _____

19.6 The Union shall comply with the financial record-keeping and reporting requirements of Government Code Section 3502.5(d) or its successor provision.

19.7 The Union shall defend, indemnify, hold harmless, release and save the City, its agents and employees, from and against any and all claims, demands, suits, orders, judgments, expenses or other forms of liability arising out of or in connection with this Article. This defense and indemnity obligation specifically includes a claim or lawsuit by an employee who refuses to prepare an application card. This Section shall be in addition to any other remedy available to the City under this Agreement or provision of law.

19.8 It is recognized that the Union, as exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to Union membership or non-membership or their assertion of rights under this Agreement.

ADMINISTRATIVE**ARTICLE 20 LABOR/MANAGEMENT MEETINGS**

20.1 The parties agree to meet quarterly to discuss matters of mutual interest. The parties agree that during labor negotiations the Labor Management meetings may be suspended.

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

20.3 The Union shall designate one union steward who shall be responsible for scheduling the quarterly labor/management meetings through the office of the Chief of Police.

ARTICLE 21 WORK SCHEDULE

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

21.1.1 The work week for all members of the unit shall be 168 regularly recurring hours. For employees working the 5/8 or 4/10 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working a 9/80 work schedule, each employees designated FLSA work week (168 hours in length) shall begin exactly four hours after the start time of his or her scheduled eight hour shift on the day of the week that corresponds with the employee's alternating regular day off.

21.1.2 Except as otherwise provided, employees classified as Police Field and Evidence Technician or Community Service Officer assigned to a Patrol Police team and Communication Dispatchers shall be scheduled to work four (4) ten (10) hour days (commonly referred to as a 4/10 work week) each work week. Each shall have a thirty (30) minute paid meal period as part of their ten (10) hour work day.

21.1.3 Employees classified as Property and Evidence Technicians or Police Technicians who are assigned to Records, or Property and Evidence Storage

shall have a thirty (30) minute paid meal period as part of their work shift.

21.2 If 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 Article 39.4). This shall include Police Officer Trainees.

21.3 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:

21.3.1 The rest period shall be with pay. The rest period shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is a recess to be preceded and followed by an extended period of work. The rest period shall not be used in conjunction with late arrival to work, early departure from work or lunch period, and rest periods shall not accumulate if not taken.

21.4 Employees shall be scheduled to work on regular work shifts having regular starting and ending times. Except for emergencies, an employee's work shift shall not be changed by management without five (5) calendar days prior notice to the employee. Call-back or overtime does not constitute a change in work shift. An employee may opt to have a schedule adjustment at no additional pay if agreed to by the supervisor.

21.5 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 Union and at the request of the Union shall meet and confer concerning the change. Such meet and confer shall be completed within the ten (10) day notice period.

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

ARTICLE 22 **TOOLS AND EQUIPMENT**

22.1 The City will provide employees with tools and equipment necessary to perform their assigned duties, subject to advanced management approval. The Police Department Stores Technician shall be responsible for ordering and supplying all identified necessary equipment.

LEAVES AND VACATION

ARTICLE 23 BEREAVEMENT LEAVE

23.1 Employees may take up to forty (40) hours of paid bereavement leave because of death in the immediate family. Employees shall be allowed at least five (5) workdays off for bereavement leave. Employees may supplement the paid bereavement leave in this section with accrued leave (including vacation, CTO, sick leave) to reach a total of five (5) workdays of bereavement leave.

23.2 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.

23.3 Payment for bereavement leave shall only be authorized by the department head or designee.

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

ARTICLE 24 CATASTROPHIC LEAVE

24.1 Catastrophic Leave shall be administered as set forth in the City's Catastrophic Leave Policy.

24.2 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 to a dependent child (who meets the definition of "dependent child" under the City's Health Plans).

24.3 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.

24.4 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.

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

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

24.7 Employees donating vacation, or compensatory must donate in increments of whole hours. The donating employee must have a vacation leave balance of at least 40 hours after the donation of vacation time. Employees may donate all of their accrued compensatory time. 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.

24.8 An employee requesting catastrophic leave must receive the recommendation of his or her department head and the approval of the City Manager or their designated committee. Such leave may initially be approved up to a maximum of 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be recommended and approved.

24.9 The Payroll 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.

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

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

ARTICLE 25 **COMPENSATING TIME OFF (CTO)**25.1 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 a balance of one hundred (100) hours of accrued CTO.

25.2 CTO – A time off calendar (maintained in TeleStaff) shall be available to the employees. CTO requested by an employee shall be made electronically using Telestaff.

25.3 CTO – Dispatch

A time off calendar (maintained in Telestaff) for Communications shall be maintained and shall be available to the employees. All employee requests to use CTO shall be made electronically using Telestaff. All requests will be considered within established practice.

Dispatchers may take up to a maximum of 100 hours of earned CTO as time off per year (January through December) within established practice. Dispatchers may cash in up to a maximum of 100 hours of earned CTO per year at their regular rate of pay (January through December) within established practice. This payout can occur on any pay period. Dispatchers may carry over their unused CTO hours into the following year. These hours will be counted toward that year's 100 hour maximums for CTO taken or cashed out.

25.4 Police Officer Trainees shall be paid out for any overtime accrued.

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

25.6 In the event the Internal Revenue Service issues guidance or the City becomes aware of enforcement actions related to constructive receipt issue based on the earning of CTO, the MOU will reopen on the issue of CTO and the parties will meet and confer over ways to address the constructive receipt issue.

ARTICLE 26 **HOLIDAYS**

26.1 Holidays - The City recognizes the following twelve (12) holidays:

HOLIDAYS	DATE
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25

26.2 Holiday Bank - Police Field and Evidence Technicians, Police Technicians, Community Service Officers, Property and Evidence Technicians, and Communications Dispatchers.

26.2.1 The method used to calculate holiday bank hours shall be changed as follows: eight (8) hours times one and one half (1.5), times twelve (12) holidays equals one hundred and forty-four (144) hours.

26.2.2 These hours are accrued and reported to PERS during the pay period the holiday occurs which the employee is in paid status, from the first full pay period in December through the first pay period ending in December and may be taken as time off only after they are accrued and with prior approval of the City. Any hours earned by an employee but not taken as time off by the last day of the first pay period ending in December of each year shall receive a lump sum payment at the regular hourly rate on the check following that first pay period that ends in December of each

year. Employees required to work on a holiday shall be compensated at straight time unless otherwise required by law.

26.2.3 A scheduling program will be made available for employees to monitor their work schedule and track their leave usage balances. Management will be responsible for keeping the schedule updated.

26.2.4 Employees with twenty (20) or more years of City service shall receive one (1) full time equivalent Floating Holiday each fiscal year. This floating holiday can be taken by agreement between the employee and their supervisor. Floating holidays must be taken during the fiscal year in which they are earned. Floating Holiday hours do not rollover between fiscal years (i.e., full-time employees may never have a balance of more than eight (8) hours), will not be paid out at separation, and have no cash value.

26.3 Police Officer Trainees shall observe the Holidays listed in Article 26.1. If the Policy Academy takes any holiday other than the Holidays listed in Article 26.1, the trainees would work at the Police Department on that day.

ARTICLE 27 **INDUSTRIAL INJURY OR ILLNESS LEAVE**

27.1 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.

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

27.3 Regular part-time employees shall be compensated under the State Worker's Compensation Plan as outlined in Article 27.5.

27.4 City Supplemental Workers' Compensation Plan:

This plan supplements the State plan and provides:

27.4.1 The employee shall receive full salary from the City.

27.4.2 Employees shall be charged sick leave at the rate of one quarter

(1/4) day for each day of absence;

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

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

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

27.5 State Workers' Compensation Plan:

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

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

27.5.2 No sick leave shall be charged the employee.

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

27.5.4 No regular City salary shall be paid.

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

ARTICLE 28 **JURY LEAVE**

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

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

28.3 Time served as a juror or under summons 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 full shift for the City during any twenty-four (24) hour period.

ARTICLE 29 LEAVE OF ABSENCE

29.1 Employees may request a leave of absence, without pay, in accordance with the City's Leave of Absence Procedure(s), in writing to their respective department heads upon the exhaustion of their accumulated paid leave time. These requests may be approved as follows:

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

29.1.2 By the City Manager's Office for any time exceeding three (3) working days.

29.1.3 As required by state or federal law.

29.2 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 unless otherwise required by law.

ARTICLE 30 MILITARY LEAVE

30.1 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.

30.2 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.

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

ARTICLE 31 SICK LEAVE

31.1 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

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

31.2 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 of employee or dependent or as authorized by State law and/or City Policy.

31.3 Also, employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury, or in accordance with Article 27, or for medical or wellness appointments.

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

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

31.5.1

Working for an employer other than the City;

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

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

31.5.4 After a termination date.

31.6 On taking sick leave time, employees shall notify their appropriate department one hour prior to the start of the employee's shift or by another specified time by the City.

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

31.8 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.

31.9 The City may require an employee to provide a medical provider's statement verifying the employee's ability to return to work and any work restrictions

prior to permitting the employee to return to work following the use of any sick leave in accordance with the City's Personnel Rules and Regulations.

31.10 If an employee has not recovered by the time their accumulated sick leave has been exhausted, the City Manager's Office may grant the employee a leave of absence, without pay, upon receipt of such a request in writing from the employee.

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

31.12 Sick leave shall not be used to extend a date of retirement; however, an employee, upon retirement, may convert their unused sick leave balance to service credit as provided by Government Code Section 20965 (See Article 31.15).

31.13 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 section does not apply to promotional or disciplinary probationary periods.

31.14 Sick Leave - Family Illness:

Employees may use hours of accumulated sick leave for the illness or injury of their spouse, qualified domestic partner, child, adopted child, foster child, stepchild, child of the employee's qualified domestic partner, parents, step-parents, foster-parents, in-laws (parents), in-laws (step-parents), grandchildren, grandparents, and sibling, or any other person (e.g., designated person under State law) as provided by State law, and any dependent for which the employee serves in "loco parentis" status. The CITY may require an employee to provide a medical professional's statement which outlines the severity of the illness and expected duration of treatment.

31.15 Sick Leave - Retirement Payout:

Any employee who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the City as a regular employee has the option to receive payment for one-half ($\frac{1}{2}$) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours or may convert their unused sick leave balance to service credit as stated in Article 31.12. The rate of pay

shall be the regular hourly rate of pay at the time the position is vacated.

31.16 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 32 **UNION RELEASE TIME**

32.1 The parties agree that one (1) on-duty employee representative (per grievance or per incident) for an employee in the Unit shall receive paid release time for the following activities:

- a. Any interview where an employee is afforded the right to representative by the Government Code, any other law; or City or Departmental policy;
- b. Any pre-disciplinary hearing;
- c. Any Personnel Board hearing where disciplinary action is being reviewed;
- d. Any grievance hearing/meeting between an employee and a City designated representative;
- e. Any appeal hearing before the Personnel Board regarding the formal grievance.
- f. Any mediation and/or arbitration hearings.

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

for the reasons cited above, the City shall request that the Personnel Board reschedule the hearing without prejudice to either the employee or the City.

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

32.4 An on-duty employee acting as an employee representative during grievance hearings/meetings as in Article 32.1 (a) through (f) above, shall be granted release time to consult privately with the employee being represented before and/or after the interview or hearing. A total of up to thirty (30) minutes may be used for this purpose.

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

ARTICLE 33 **UNION LEAVE**

33.1 Steward Training Time – The City shall provide up to eighty (80) hours total of paid release time, per fiscal year, for the entire Unit to be used for steward training. The request for training must be in accordance with existing time off policies. The request must include a brief description of the training to be attended. If the approval to attend steward training generates overtime then SEIU shall reimburse the City for the overtime cost.

33.2 Union Stewards may request paid leave of absence for normal Union business not precluded by this Agreement. Such Union Stewards shall receive their normal pay from the City and such pay shall be reimbursed to the City by the Union as provided below.

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

33.4 Union leave shall be granted, in the same manner as vacation and compensatory time off, if it does not require additional expenditures by the City and if

the request meets the conditions set forth below. Leaves shall be requested and approved consistent with Department policy for requesting vacation, CTO and Union leave. If the request is denied, the Union has the option of paying time and one half to back fill the position and the leave shall be granted.

33.5 A Union Steward is not required to exhaust any paid leaves to be eligible for Union leave.

33.6 When a Union Steward takes such leave, the leave shall be charged to the Union at straight time or at time and one half, whichever is appropriate pursuant to this article, and shall include direct benefit costs to the City.

33.7 Such paid leave shall not extend for more than thirty (30) days per Union Steward in a fiscal year, except that three Union Stewards may use no more than sixty (60) days in a fiscal year.

33.8 Cost of Union Steward leaves taken pursuant to this Article shall be reimbursed to the City by being deducted by the City from the Union's payroll dues deduction provided by Article 19, Section A: Membership Dues, together with an accounting of credits and debits for which charges have been made.

33.9 Any dispute between the Union and the Police Department or the Finance Department regarding Union Leave shall be resolved by an Assistant City Manager or City Manager.

33.10 By mutual agreement, the representative of the Union may have their work schedule changed as a result of their election to that position.

ARTICLE 34 VACATION

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

<u>YEARS OF SERVICE</u>	<u>HOURS EARNED MONTHLY</u>	<u>HOURS EARNED ANNUALLY</u>	<u>MAXIMUM HOURS OF ACCUMULATION</u>
1 – 4	6-2/3	80	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 of the Personnel Rules and Regulations.

34.2 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 their 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.

34.3 A time off calendar (as maintained in TeleStaff) shall be maintained and shall be available to the employees. All classifications will utilize TeleStaff for scheduling and time off requests. 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.

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

34.5 Regular Part-time employees shall accrue vacation time on a prorated basis based on hours in paid status.

34.6 Vacation Sell Back:

34.6.1 Employees with ten (10) years of service with the City may "sell

back” up to eighty (80) hours of vacation accrual once per calendar year, provided they have eighty (80) hours of vacation remaining after the sell back.

34.6.2 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 in the following calendar year. The number of hours that the bargaining unit member will sell back must be indicated at that time. Failure to submit an irrevocable election form shall be the same as electing not to sell back vacation leave.

34.6.3 Payment for the vacation “sell back” shall be made no earlier than June 30 of the following year and 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 in Article 34.7.1) on the second paycheck in December.

ARTICLE 35 TIME SAVINGS PLAN

35.1 Time Savings Plan (TSP) time off will not be approved if it requires overtime back fill.

35.2 TSP time off shall be administered in accordance with the City’s Time Savings Plan Policy.

SALARIES AND PAYS

ARTICLE 36 CALL BACK

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

36.1.1 The order to return occurs following the termination of their normal work shift and prior to the beginning of their next normal work shift;

36.1.2 The return is necessitated by unanticipated work requirements;
and

36.1.3 The employee actually returns to work.

ARTICLE 37 **COURT APPEARANCES**

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

37.2 Court appearances in excess of three (3) hours for each day shall be paid at the overtime rate for the actual number of hours worked, less one hour for a meal period during the time court is adjourned for lunch.

37.3 There will be no second three (3) hour minimum for additional appearances on the same day unless the employee's appearance is interrupted by two (2) hours or more, not including the one (1) hour meal period. If such interruption occurs, the employee will be entitled to a second three (3) hours at the overtime rate for the additional appearance.

37.4 If an employee earns the minimum pay as provided above, at the employee's option, the employee may receive the minimum as CTO or in dollars.

37.5 If the employee's court appearance was cancelled by notification in the employee's voice mailbox prior to 1900 hours on the previous court date, the employee receives no compensation.

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

37.7 If the employee's court appearance was not cancelled during that telephone call, pursuant to Section 37.5, or cancelled by any other means prior to an appearance, they shall proceed as subpoenaed and be compensated accordingly.

37.8 If the employee appears in court at the appearance time but the case was cancelled after 1900 hours of the previous court date but prior to two (2) hours of the appearance time, an employee is entitled to two (2) hours compensation at the overtime

rate.

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

ARTICLE 38 **UNIFORMS**

38.1 The City shall provide a uniform allowance for Police Field and Evidence Technicians, Community Service Officers, Police Officer Trainees, Property and Evidence Technicians and Police Technicians.

38.2 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.

38.3 New employees shall receive the uniform allowance during their first month of employment and annually thereafter during the month of August. A new or promoted employee starting on May 1st or later in one calendar year shall not receive the next uniform allowance until the August of the following year.

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

38.5 The annual uniform allowance shall be six hundred and fifty dollars (\$650.00) for existing Police Field and Evidence Technicians and Community Service Officers. Newly hired Police Field and Evidence Technicians and Community Service Officers shall receive an initial eight hundred dollars (\$800.00) during the first month of employment.

38.6 The annual uniform allowance for existing Police Technicians and Property and Evidence Technicians shall be five hundred and fifty dollars (\$550.00). Newly hired Police Technicians, Police Officer Trainees, and Property and Evidence Technicians shall receive an initial six hundred dollars (\$600.00) during the first month of employment.

38.7 Communications Dispatchers shall not receive a uniform allowance.

38.8 Communications Dispatchers may follow current Uniform policy I -19 or General Order U-02 (Non-Uniformed Employee Attire Standards), Section IV.

38.9 Body Armor Reimbursement for Police Field and Evidence Technicians and Community Service Officers. It is the Intent of this Article that the reimbursement of the cost of body armor is separate and different from the uniform allowance. Body armor is not a requirement of the job, but is recognized as an appropriate piece of Personal Protective Equipment.

Each Police Field and Evidence Technicians and Community Service Officer who chooses to purchase individual body armor shall be reimbursed by the City for any amount not to exceed \$1,000. Said reimbursement shall occur no more than once every five (5) years.

ARTICLE 39 **OVERTIME**

39.1 Overtime is defined as all hours in excess of forty (40) hours in a workweek.

39.2 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.

39.3 Selection and use of CTO shall be as provided in Article 25 - CTO.

39.4 If 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 Article 21.3).

39.5 An employee shall not work hours in excess of their regularly scheduled hours unless requested or approved by their supervisor or in case of an emergency.

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

ARTICLE 40 **SALARIES**

40.1 Effective the pay period including July 1, 2024, employees shall receive a six percent (6.0%).

Cost of Living (COLA) increase.

40.2 Effective the first full pay period following July 1, 2025, employees shall receive a three percent (3.0%) COLA.

40.3 Effective the first full pay period following July 1, 2026, employees shall receive a two- and seventy-seven one hundredths percent (2.77%) COLA.

40.4 Effective the pay period including July 1, 2024, a sixth step shall be added to the salary schedule. This step shall be five (5) percent higher than step 5. All unit members who have been at Step 5 for one year or longer shall be moved up to step 6 the pay period including July 1, 2024. All other unit members shall move to step 6 once they complete one year at step 5. A current salary schedule can be found at:

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

40.5 Effective the first quarter of 2025, this MOU will re-open on the subject of wages only, and the Parties will meet to negotiate over wages only for the 2025-26 and 2026-27 fiscal years, including any equity adjustments based on the Total Compensation Study.

ARTICLE 41 **SHIFT DIFFERENTIAL**

41.1 Effective the first full pay period of July, 2017 employees shall receive a shift differential of one dollar and eighty cents (\$1.80) per hour 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. This article shall exclude training and travel time.

ARTICLE 42 **BILINGUAL PAY**

42.1 Additional pay of three percent (3%) shall be received by employees designated by their department head as proficient in Spanish, or any other language

designated by the Human Resources Department, in accordance with the criteria established in the Bilingual Customer Service Program established by the Human Resources Department.

ARTICLE 43 **PROBATION**

43.1 Probationary period for Dispatchers, Community Service Officers, and Field and Evidence Technicians shall be eighteen (18) months, from the date of appointment in the position.

43.2 Probationary period for Property and Evidence Technicians, Police Officer Trainees, and Police Technicians shall be twelve (12) months, from the date of appointment in the position.

ARTICLE 44 **ON CALL ASSIGNMENT**

44.1 Any employee in the classification of Police Field and Evidence Technician who is required by the City to be on an on call status shall receive additional \$95 of pay for each 24 hour period of the assignment.

44.2 The overtime rate shall be paid for all hours actually worked when called out while on call outside their normal shift.

44.3 An employee on call shall be available to return to work at any time and shall refrain from activities which might impair the ability to perform duties. To achieve a rapid response, the City shall provide an employee on call assignment with a communication device which allows for instant contact with the employee.

44.4 A Field and Evidence Technician who is "on-call" and is required to return to work shall receive a minimum of four (4) hours at the over-time rate.

ARTICLE 45 **TRAINING PAY**

45.1 Police Field and Evidence Technicians designated by Management as trainers shall receive an additional five percent (5%) of base salary as pay for all hours worked. Management may remove the designation from an employee for this assignment at the discretion of Management.

45.2 Dispatchers designated by Management as trainers shall receive an additional five percent (5%) of base salary as pay for all hours worked. Management may remove the designation from an employee for this assignment at the discretion of Management.

45.3 Police Technicians designated by Management as trainers shall receive an additional seven and one half percent (7.5%) of base salary as pay for all hours that actually involve training or training-related duties. Management may remove the designation from an employee for this assignment at the discretion of Management.

45.4 Community Service Officers designated by Management as trainers shall receive an additional five percent (5%) of base salary as pay for all hours worked. Management may remove the designation from an employee for this assignment at the discretion of Management.

45.5 Property and Evidence Technicians designated by Management as trainers shall receive an additional seven- and one-half percent (7.5%) of base salary as pay for all hours that actually involve training or training-related duties.

ARTICLE 46 **COMMUNICATION DISPATCHER ADMINISTRATIVE PAY**

46.1 Communications Dispatchers designated by management to perform scheduling and other administrative duties, shall receive an additional four percent (4%) of pay for all hours in pay status while so designated. Management may remove the designation from an employee as a result of discipline, or if the work plan expectations have not been met. There shall be no more than three (3) Dispatchers designated to this assignment.

ARTICLE 47 **SPECIAL PAY**

47.1 Two Field and Evidence Technicians selected by management to perform fingerprint analysis shall receive an additional five percent (5%) of base pay for all hours worked for the duration of their assignment as compensation for obtaining mandatory certifications. Said employees shall:

47.1.1 Remain eligible to receive training pay when training Field and

Evidence Technicians or Community Service Officers in the Field Training Program in accordance with Article 45.1. and

47.1.2 Remain on the on-call list and continue to receive on-call pay in accordance with Article 44.

47.2 Police Technicians designated by management to perform Discovery/Property Technician Special Assignment, shall receive an additional five percent (5.0%) of base pay for all hours worked for the duration of their assignment.

47.3 Field and Evidence Technicians and Community Service Offices in the Abandoned Vehicle Abatement (AVA) assignment shall receive an additional five percent (5.0%) of their base pay for all hours worked.

47.4 Police Technicians in the court services special assignment shall receive an additional five percent (5.0%) of their base pay for all hours worked.

ARTICLE 48 **TACTICAL SUPPORT TEAM SPECIAL PAY**

48.1 Employees designated by management to participate in the Tactical Support Team and Tactical Dispatcher Team shall receive an additional five percent (5.0%) of base pay for all hours worked in the assignment. Management may remove the designation from an employee for this assignment at the discretion of Management.

ARTICLE 49 **COMMUNICATION DISPATCHER EDUCATIONAL INCENTIVE PAY**

49.1 Communication Dispatchers who qualify and receive Intermediate POST Certification shall receive an educational incentive pay equal to an additional three percent (3%) of base pay for all hours worked.

49.2 Communication Dispatchers who qualify and receive Advanced POST Certification shall receive an educational incentive pay equal to an additional five percent (5%) of base pay for all hours worked.

ARTICLE 50 ACTING PAY

50.1 A unit member temporarily assigned for two (2) weeks or longer to perform the full range of duties of a higher classification due to a vacancy or the temporary absence of the employee regularly employed in the higher classification shall receive Acting Pay under this article unless otherwise specifically provided for elsewhere in this MOU. A member must meet the minimum qualifications of the higher classification, must only perform the higher classification duties while so assigned, and must be assigned in writing by his or her supervisor.

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

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

RETIREMENT, BENEFITS AND INSURANCE PROGRAMS**ARTICLE 51 INSURANCE PROGRAMS**

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

51.2 The parties agree 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 52 **HEALTH INSURANCE COSTS**

52.1 The City shall offer employees, and their dependents including qualified domestic partners, a health insurance program under the terms set forth below.

52.2 Employee contributions toward the monthly health insurance premium 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, employees shall contribute fifteen percent (15%) of the cost of the premium if the average premium difference is higher than six percent (6%) of the least expensive premium.

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

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

Example – How the Average Percentage Premium is Calculated

	Lowest Cost Plan	Medium Cost Plan	% Over	Highest Cost Plan	% Over
Single	\$487	\$508	4.3%	\$584	19.9 %
Double	\$994	\$1,032	3.8%	\$1,192	19.9 %
Family	\$1,311	\$1,449	10.5%	\$1,666	27.1%
Average Premium Difference			6.20%		22.30%
Percentage of Premium Employee Would Pay	12.50%	15%		20%	

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

ARTICLE 53 **HEALTH INSURANCE COVERAGE**

53.1 Each employee covered by the Memorandum of Understanding shall have the option, which may be exercised no more frequently than once each calendar year during an "open" enrollment period as determined by the City, to select, in lieu of the established City Health Insurance program, a Health Maintenance Organization (HMO) plan as provided at the City's option in accordance with Federal law.

ARTICLE 54 **COMBINED DENTAL AND VISION CARE INSURANCE**

54.1 Enrollment for dental and vision benefits shall be combined. Employees shall be required to elect both insurances and neither insurance plan.

54.2 The City shall contribute 100% toward the combined dental and vision benefit premium for full time employees.

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

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

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

<https://flimp.live/CityofSantaRosa>

54.6 The applicable monthly premium contribution can be found at the following link: <https://flimp.live/CityofSantaRosa>

ARTICLE 55 **ADDITIONAL INSURANCE PLANS**

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

ARTICLE 56 **LIFE INSURANCE**

56.1 The City shall provide term life insurance coverage in the amount of \$50,000 for each full-time and part-time employee.

56.2 Additional voluntary term life insurance may be purchased in increments of \$10,000 up to the allowed maximum as outlined in the plan documents by each employee at their 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.

56.3 The City shall provide each employee under this program with a certificate of coverage. A summary description of the program can be found at the following link: <https://flimp.live/CityofSantaRosa>

ARTICLE 57 **DISABILITY INSURANCE**

57.1 The City shall offer full-time and part-time employees a long-term disability insurance program and pay the monthly premium costs during the term of this Understanding. The program has a thirty (30) day elimination period with the employee having the option of not exhausting their sick leave after the elimination period is revoked.

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

57.3 The City shall provide each employee under this program with a certificate of coverage upon request. A summary description of the program can be found at the following link: <https://flimp.live/CityofSantaRosa>

ARTICLE 58 **PERS "PICK-UP"**

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

ARTICLE 59 **RETIRED EMPLOYEES HEALTH INSURANCE**

59.1 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. Medicare eligible employees must enroll in Medicare and the plans shall become a Medicare Supplement or Medicare Advantage plan. The premiums shall be determined by the City and/or the insurer.

59.2 Employees enrolled in the health plan, in the month prior to retirement, who have access to another employer provided insurance plan, may exercise a waiver if they enroll in other group minimum essential coverage that allows them a one-time option to re-enroll in the waived health plan within thirty (30) days of termination of that other employer provided insurance plan. Proof of other group minimum essential coverage will be required to exercise the one-time option to re-enroll in the waived retiree health plan. An employee enrolled in a Health Maintenance Organization plan may exercise conversion privilege provided under that HMO program.

59.3 A retiree who reaches age sixty-five (65) and goes to Medicare, may leave their spouse on the "City Plan" until the spouse turns sixty five (65). Payment of appropriate premiums shall be paid to the City on a monthly basis.

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

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

ARTICLE 60 **RETIREMENT**

60.1 Retirement is defined as separation from the CITY and filing and qualifying with the California Public Employee Retirement System (CalPERS).

60.2 The City provides three (3) tiers of retirement benefits for bargaining unit members. Eligibility for each retirement tier is determined by date of hire with the CITY. Effective January 1, 2013 the Public Employees Retirement Act (PEPRA) added the third tier. The retirement benefit provided by PEPRA applies to "new members." The PEPRA defines a new member as an employee hired on/after January 1, 2013

who: (a) has never been a member of the California Public Employee Retirement System (PERS) or a reciprocal agency or; (b) has had a six month (or more) break in service from PERS or a reciprocal public agency or; (c) has previously worked for a public agency whose retirement system does not have reciprocity with PERS.

60.3 Each bargaining unit member shall pay, through payroll deductions, an additional one and one half percent (1.5%) of PERSable compensation for a total PERS contribution of nine and one half percent (9.5%) for classic members in tier one (1) and tier two (2), and one and one half percent (1.5%) above the contribution rate set by CalPERS for PEPRAs tier three (3) members. Contribution of half the normal cost shall be determined by the Annual CalPERS valuation. In accordance with PEPRAs half the normal cost shall change only if the normal cost identified in the Annual CalPERS valuation changes by one percent (1%) or more. Said contribution shall be made by the employee on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code.

60.4 Miscellaneous eligibility for each retirement tier shall be as follows:

	Tier 1	Tier 2	Tier 3
Benefit Formula	3% @ 60	2.5% @ 55	2% @ 62
Final Compensation	Single highest year final compensation	Single highest year final compensation	Three year average final compensation
Hire Date	Hired before July 8, 2012	Hired on/after July 8, 2012 or worked for a PERS (or reciprocal) agency within the last six months	New members hired on/after January 1, 2013

60.5 The history of PERS retirement formulas is listed below:

2% at 62 formula effective January 1, 2013

2.5% at 55 formula effective July 8, 2012

3% at 60 formula effective May 4, 2003

2% at 55 formula effective January 1, 1992

ARTICLE 61 **RETIREE HEALTH STIPEND**

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

61.2 The terms and conditions of eligibility and the amount of the stipend payments are as provided in the plan documents. The plan and trust provides that benefits and/or contributions may be adjusted either up or down, even after retirement, to take into account changes recommended by the actuary as required to pay for the benefits. An Actuarial analysis of the plan shall be performed no less than every two (2) years. The cost of the actuary shall be paid for by the plan.

61.3 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.

61.4 The City reserves the right to contract the administrative duties of this program and pass the cost of the administrative duties to the plan.

61.5 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.

61.6 Employees are eligible to receive benefits when they terminate city employment, reach the age of fifty (50), and have four (4) or more years of service within the unit as defined in the Plan.

61.7 For employees in the bargaining unit 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.

61.8 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 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.

61.9 Employees who were in the bargaining unit and retired, with a minimum age of 55, between July 1, 1998 and October 31, 2006 with fifteen (15) consecutive years of service with the City receive eighty dollars (\$80) per month benefit unless changed as a result of actuarial analysis as provided in Section 61.2.

61.10 Employees who were in the bargaining unit and retired, with a minimum age of 50, between November 1, 2006 and December 31, 2007 with fifteen (15) consecutive years of service with the City receive one hundred and twenty dollars (\$120) per month benefit unless changed as a result of actuarial analysis as provided in Section 61.2.

61.11 The current stipend amounts are listed in the Plan Document. Any changes to the stipend amounts as a result of actuarial analysis as provided in Section 61.2 and pursuant to Section 61.8, will require an amendment to the Plan Document.

61.12 For eligible employees who retire on or after January 1, 2019 and prior to

March 12, 2021 the full monthly stipend amount accrued with 15 years of service and upon termination of employment and attainment of age 50 shall be \$150.00.

61.13 For eligible employees who retire on or after March 12, 2021, the full monthly stipend amount accrued with 15 years of service and upon termination of employment and attainment of age 50 shall be \$190.00.

61.14 The monthly stipend shall accrue based on the schedule listed below:

WHOLE YEARS OF SERVICE	ACCRUED BENEFIT PERCENTAGE
Less than 4 years service	None
4 years	8.33%
5	16.66%
6	25%
7	33.33%
8	41.66%
9	50%
10	58.33%
11	66.66%
12	75%
13	83.33%
14	91.66%
15 or more	100%

61.15 Retiree benefit shall not transfer to spouse, beneficiary or estate upon death of eligible retiree.

61.16 The City will contribute, in lieu of a one-half of one percent (1/2%) cost of living adjustment in 1998, and an additional twelve hundredths of one percent (0.12%) for a total of sixty two hundredth of one percent (0.62%) of salary commencing at midnight June 30, 2000 on behalf of employees to this Post Retirement Medical Benefit Plan. Effective with the first full pay period following July 2017, the City's contribution shall increase by one-quarter percent (0.25%), for a total contribution of eighty-seven

hundredth of one percent (0.87%) of salary. Effective with the first full pay period following July 1, 2018, the City's contribution shall increase by an additional one-quarter percent (0.25%), for a total contribution of 1.12% of salary. Effective with the first full pay period following July 1, 2019, the City's contribution shall increase by an additional one-quarter percent (0.25%), for a total contribution of 1.37% of salary. Changes to the City's contribution on behalf of employees are subject to meet and confer and negotiations.

61.17 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 (15th) day of the following month.

ARTICLE 62 **DAYLIGHT SAVINGS TIME**

62.1 Shifts worked on dates on which Day Light Savings Time is adjusted will be compensated as follows:

The overtime rate shall be paid for extra time worked, if the City prolongs the shift by one (1) hour as a result of changing the clock. If the City shortens the shift as a result of daylight savings time, the employee shall be paid at straight time for the time lost, up to one (1) hours.

ARTICLE 63 **COMMUNICATION DISPATCHER EXCESSIVE OVERTIME**

63.1 Article 63 goes into effect anytime the Communications Dispatcher staffing drops below seventy five percent (75%). Staffing is defined as funded/budgeted dispatch positions and is further defined to include only those dispatchers through phase 3 of training. When staffing rises to seventy five percent (75%) or above, the provisions as described in this article go dormant and shall remain so until such time as staffing dips below seventy five percent (75%) again.

63.2 The excessive overtime pay shall be additional compensation tied to the number of hours worked. Overtime hours worked in excess of twenty five (25) hours per month shall be compensated as follows:

63.2.1

26 – 50 Hours: Compensation will be paid at time and one-half, plus an additional ten dollars (\$10) per hour for each overtime hour worked between twenty six (26) and fifty (50) hours.

63.2.2

51 Hours or more: Compensation will be paid at time and one-half (1.5), plus an additional twenty dollars (\$20) per hour for each overtime hour worked at or above fifty one (51) hours.

63.3 Time worked during emergency situations that result in activation of the EOC shall not be compensated under this Article but shall remain paid at a dispatcher's regular rate of pay and overtime, if incurred.

63.4 Should staffing drop below seventy five percent (75%), the City shall notify the Union and, upon request of the Union, will meet to discuss and develop strategies to address the staffing issues. Said meetings shall take place no later than 30 days from the request to meet. For purposes of this section, staffing is defined as funded/budgeted dispatch positions and does not include those in training. Said discussions may include, but are not limited to, financial incentives such as signing bonuses and/or salary adjustments to stimulate recruitment and retention.

ARTICLE 64 **WELLNESS**

64.1 In recognition of the importance of a healthy workforce and to promote physical and mental fitness for staff, after the termination of the former City wellness program, the City has been exploring options to enhance employee health and wellness. The City shall sponsor an employee wellness program to promote health and wellness, including employees' physical and mental fitness; and to reduce absenteeism. The program will consist of an annual payment to each employee of: \$500 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.

To receive the Wellness Benefit, the employee must be in active status from January 1 to January 31 of the applicable year. If an employee is on any kind of leave status, they would then become eligible for the benefit upon their return. An employee must request payment of their wellness benefit within thirty (30) calendar days following their return to work. Failure to request their wellness benefit within this timeframe will result in forfeiture of that year's wellness benefit.

If the employee does not return to work within that Wellness benefits calendar year, they will not receive that year's benefit. The benefit does not accumulate from year to year.

RATIFICATION

Ratified:
Service Employees International
Union Local 1021

Ratified:
City of Santa Rosa

By Andrea Zanetti 10/18/24
Date
Area Field Director, SEIU 1021

By Natalie Rogers 11/25/24
Date
Mayor

By David Canham 7/11/24
Date
Executive Director
SEIU 1021

APPROVED AS TO FORM:

Resolution No. 2024-115

By: Teresa Stricker
City Attorney

Weingarten Rights

Know Your Rights: The Right to Representation Weingarten Rights

If you are ever called into an interview meeting with your supervisor or manager so they can investigate a situation which might result in discipline, you have specific representational rights. These rights are summarized below:

1. You have the right to have a Union Steward present.
2. If you want a steward there, you must ask for him or her.
3. If you do not know why your manager wants to meet with you, ask him/her if it is a meeting that could result in a discipline.
4. If your manager refuses to allow you to bring a steward, repeat your request in front of a witness. Do not refuse to attend the meeting, but do not answer any questions either. Take notes. Once the meeting is over call your steward at once.
5. You have the right to speak privately with your steward before the meeting and during the meeting.
6. Your steward has the right to play an active role in the meeting. She or he is not just witness.

THIS STATEMENT COULD SAVE YOUR JOB:

"If this discussion could in any way lead to my being disciplined or terminated, I respectfully request that my steward be present at the meeting. Without representation present, I choose not to respond to any questions or statements."

These rights are called "Weingarten Rights" based on a 1975 Supreme Court decision (NLRB vs. J. Weingarten). As with all rights, if we do not use them we lose them.



Service Employees International Union – Local 1021
600 B Street
Santa Rosa, CA 95401
707-293-2858
www.seiu1021.org

Field Representative _____

Union Steward _____

Telephone Number _____