ATTACHMENT 1

EXHIBIT "A" TO RESOLUTION NO. ~~RES-2024~~21-~~192~~XXX

MEMORANDUM OF UNDERSTANDING

BETWEEN CITY OF SANTA ROSA AND THE

OPERATING ENGINEERS LOCAL UNION NO. 3 AFL-CIO

FOR AND ON BEHALF OF THE EMPLOYEES IN THE

CITY'S UNIT #16 – UTILITY SYSTEMS OPERATORS

July 1, 2024~~1~~ – June 30, 2027~~4~~

“Management and Unit 16 Compact”

Management and Unit 16 represented by Operating Engineers Local Union 3 (OE3), 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:

- 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 four times a year 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 is not resolved, it may be placed on the agenda for the next quarterly labor management meeting.

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ARTICLE 1 DESIGNATION OF THE PARTIES

1.1 This Agreement is by and between the City of Santa Rosa, hereinafter referred to as "CITY", and the Operating Engineers Local Union Number 3, AFL CIO, 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, Operating Engineers Local Union Number 3, AFL CIO, was designated by the City of Santa Rosa City Council as the representative of employees in CITY'S Unit 16, Utility Systems Operators (hereafter "UNIT").

2.2 The term "employee" or "employees" as used herein shall refer only to employees employed by the CITY in the employer classifications comprising said Unit as listed in Exhibit A – Unit 16 Classifications; or as amended.

ARTICLE 3 TERM

3.1 This Understanding shall become effective July 1, 20241, except where otherwise provided and all its provisions shall terminate at twelve (12) midnight on June 30, 20247.

3.2 If the UNION wants to negotiate a successor Agreement, it shall submit its request to begin negotiations, to the CITY by January 15, 20274.

3.3 Once the CITY receives the request, negotiations may begin within fifteen (15) days but shall not begin later than February 15, 20274.

3.4 The term of this Agreement shall commence upon approval of the City Council, and shall be effective, July 1, 20241, and shall remain in full force and effect until June 30, 20274 and will thereafter continue in effect until the parties execute a successor Agreement or the City Council lawfully takes action to modify the salary and benefits provided hereunder.

ARTICLE 4 DEFINITIONS

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

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

4.3 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 Utility Systems Operators Unit. Part-time permanent positions shall be members of the classified service.

4.4 The term "work week" for all members of the unit shall mean 168 consecutive regularly recurring hours. For employees working the 5/40 or 4/10 work schedule, it shall begin on Sunday at 12:00 a.m. and end at 11:59 p.m. the following Saturday. For employees working a 9/80 work schedule, each 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.

4.5 Emergency Operations – The performance of CITY functions or services necessary, in the opinion of the CITY, to protect or preserve the lives, safety, health or property of the CITY.

4.6 Emergency – Any sudden and unforeseeable incident or occurrence.

4.7 "Qualified domestic partner" means a person who is in a domestic partnership that meets the criteria of California Family Code Section 297 and is formalized through registration with the California Secretary of State pursuant to California Family Code Sections 197 et. seq and/or CITY domestic partners registered with the Human Resources Department prior to July 8, 2014.

ARTICLE 5 CONTRAVENTION OF LAWS

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

ARTICLE 6 SEVERABILITY

6.1 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.

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

ARTICLE 7 MUTUAL RESPONSIBILITY

7.1 The CITY and the UNION recognize their mutual responsibility to provide the citizens those municipal services deemed appropriate by the CITY.

7.2 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 an policies. Employees shall not be entitled to any additional compensation for said duties.

ARTICLE 8 WORK CURTAILMENT

8.1 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 9 CITY RIGHTS

9.1 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:

9.1.1 Determine and modify the organization of CITY government and its constituent work units.

9.1.2 Determine the nature, standard, levels and mode of delivery of CITY services.

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

9.1.4 Lay off employees, subject to the Personnel Rules and Regulations and City Layoff Policy/Procedures dated August 8, 2008.

9.2 Should the CITY desire to exercise any of these rights, it shall, except in cases of emergency, 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 10 EMPLOYEE AND UNION RIGHTS

10.1 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.

10.2 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.

10.3 The UNION shall have eighty (80) hours of paid leave during each fiscal year to be used for UNION business.

10.4 The eighty (80) hours of paid leave is the total amount of UNION Leave that may be distributed among its members. The unused portion of the 80 hours is not cumulative from one fiscal year to the next. UNION leave may not be used to engage in political activity. This does not preclude the employee from engaging in free-speech or other activity on their own time during any approved leave. The affected employee shall use his/her department's normal procedure for requesting time off and use the appropriate payroll code in accounting for the release time used.

10.5 The OE3 Business Representative shall designate the employees who may use paid UNION Leave time.

10.6 For an employee to be eligible to use UNION Leave, the OE3 Business 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.

10.7 Unpaid time off taken pursuant to this article shall not be considered a break in service for any CITY purpose.

ARTICLE 11 RULES AND REGULATIONS

11.1 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.

11.1.1 Personnel Rules and Regulations;
https://inet.srcity.org/hr/_layouts/15/WopiFrame.aspx?sourcedoc=/hr/policies_procedures/Personnel%20Rules%20and%20Regulations.pdf&action=default

11.1.2 Employer-Employee Relations Ordinance;
https://inet.srcity.org/policy/_layouts/15/WopiFrame.aspx?sourcedoc=/policy/master_library/Employer-Employee%20Relations%20Rules%20and%20Regulations.pdf&action=default

ARTICLE 12 NOTICE OF RECOGNIZED UNION

12.1 Each CITY department in which members of Operating Engineers Local Union No. 3 (the UNION), Unit 16 Utility Systems Operators (the Unit) are employed, shall post within the employee work or rest area, a written notice which sets forth the classifications included within the Unit. The Human Resources Department shall give a written notice to persons newly employed in the unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the UNION is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding (MOU) to be supplied by the UNION. The UNION shall receive from the CITY, but

at least once a month, the names of all new employees hired within such units. The UNION agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays UNION dues, a service fee, or a charitable contribution.

ARTICLE 13 DUES DEDUCTION

13.1 The City shall deduct from the pay of Union members; the amount of Union regular and periodic membership dues and any special membership assessments as may be specified by the Union under the authority of an authorization card furnished to the Union and signed by the unit member. 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, agency fee, and Union-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.

13.2 The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status for an entire pay period, no withholding of union dues will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction of union dues shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over UNION dues

13.3 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 13, Dues Deduction.

ARTICLE 14 BULLETIN BOARDS

14.1 OE3 will furnish and maintain bulletin boards at locations agreeable to the parties.

14.2 Such bulletin boards shall be used only for the following subjects:

14.2.1 Notice of membership and board meetings;

14.2.2 Minutes of membership and board meetings;

14.2.3 Notice of OE3 elections and election results;

14.2.4 Roster of OE3 officers;

14.2.5 Announcements of all social events and functions;

14.2.6 The OE3 newsletters;

14.2.7 Notice of appointments to committees; and

14.2.8 Any other written material which has first been approved by the department head or designee.

14.3 Materials not included in categories “14.2.1” through “14.2.8” above, which the UNION wishes to post, shall be submitted to the department head or designee for approval or rejection; the department head or designee shall have twenty-four (24) hours during the week or seventy-two (72) hours over a weekend to approve or reject the materials. If the department head or designee has not responded to the UNION approval or rejection within a twenty-four (24) or seventy-two (72) hour period, the request for posting shall be deemed granted and the UNION may post the materials at that point. If rejection of the materials is made within the appropriate time limit, the UNION shall have the right to appeal the decision within two (2) working days to the Employee Relations Manager or designee, who shall have twenty-four (24) hours or seventy-two (72) hours over the weekend within which to accept or reject the appeal.

14.4 In no event shall the bulletin board be used to post material which is libelous or defamatory; pornographic or obscene; offensive to ethnic or sexual groups; or totally unrelated to the normal business of OE3 or the Employer-Employee Relations process.

ARTICLE 15 SENIORITY: ASSIGNMENTS AND PROMOTIONS

15.1 The CITY shall give significant consideration to employees with seniority in making assignments and promotions when merit and ability are equal. However, the CITY retains the final determination to make assignments and promotions based on factors other than seniority.

15.1.1 For purposes of assignment of work and/or shift, seniority means uninterrupted employment with the CITY in a currently occupied classification and any higher classification in the maintenance unit based upon the latest date of hire or promotion.

15.1.2 For purposes of promotion, seniority means uninterrupted employment with the CITY from the date of initial hiring.

15.2 Seniority shall be terminated by:

15.2.1 Resignation.

15.2.2 Discharge for cause.

15.2.3 Retirement.

15.2.4 Failure to return to work after a lay-off within seven (7) calendar days after a certified notice has been sent to the employee giving notice to return to work. The address used shall be the one listed in the employee's personnel records.

15.2.5 Absence from work for three (3) consecutive working days without notifying the CITY unless the failure to notify and work is due to circumstances beyond the control of the employee.

15.3 The CITY shall maintain seniority lists indicating the names, classification, department assigned and date of hire of employees. The CITY shall provide the UNION two (2) copies of these lists in July and January of each year.

15.4 The seniority lists shall be deemed accurate unless the UNION provides the CITY specific facts indicating otherwise within thirty (30) calendar days of the CITY sending the UNION the seniority lists.

ARTICLE 16 LAYOFF POLICY

16.1 In the event of a layoff affecting employees in the bargaining Unit, the CITY shall follow the layoff procedures as provided in the CITY'S Layoff Policy dated August 8, 2008 which can be found at the following link:
http://cityweb.srcity.org/departments/hr/policies_procedures/Layoff%20Procedures%208-8-08.doc

16.2 If the CITY subcontracts bargaining unit work that will cause a layoff of employees, then the CITY shall give the UNION ninety (90) calendar days prior notice. At the written request of the UNION, the parties shall negotiate the impact of such layoffs.

ARTICLE 17 LEAVE OF ABSENCE

17.1 Employees may request a leave of absence without pay in accordance with the City Leave of Absence Procedure, in writing to their respective department heads, upon either the exhaustion of their accumulated paid leave, or when receiving long term disability insurance benefits.

17.2 These requests may be approved as follows:

17.2.1 By the department head for a time not exceeding three (3) working days. If denied, the department shall specify the reasons for the denial to the employee.

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

17.2.3 As required by state or federal law.

17.3 If the continuous period of absence is confined within one (1) calendar month and is less than the full calendar month, insurance benefits shall be continued by the CITY. In all other

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

17.4 Eligible employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel may request a leave of absence, without pay, so that such employees may respond to a call to emergency duty. Additionally, unpaid leave, up to 14 days per calendar year, to such employees so that they may engage in scheduled fire, law enforcement or emergency rescue training.

17.4.1 Eligibility

17.4.1.1 Employees shall notify the City of their status as a volunteer firefighter, reserve peace officer or emergency rescue personnel.

17.4.1.2 Employees shall provide as much advanced notice as practicable of the need for leave under this policy when they are called to emergency service, or scheduled training.

17.4.2 Employees requesting leave under this policy shall comply with the following requirements:

17.4.2.1 As soon as practicable after hire, or on becoming designated as a volunteer firefighter, reserve peace officer or emergency rescue personnel, employees should notify the City of their status.

17.4.2.2 When called to emergency service, or scheduled training, an employee shall notify his or her immediate supervisor as soon as practicable of the need for leave under this policy and provide information regarding the start and end dates for the requested leave.

17.4.2.3 An employee's duties as a Disaster Service Worker for the City shall take priority over the leave allowed under this section.

ARTICLE 18 JURY LEAVE

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

18.2 Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty is remitted to the CITY.

18.3 For the purpose of this Section for those employees on other than regular daytime shift schedules, such hours served as a juror on the same calendar day as the employee is scheduled to work shall constitute an equivalent amount of time worked. It is the intent of this paragraph to allow an employee, compelled by law, to appear as a juror to compute that time as a

portion of his work day so that the employee will not be required to appear in Court under service of process and also work a shift for the CITY during one twenty-four (24) hour period.

ARTICLE 19 BEREAVEMENT LEAVE

19.1 Employees may take up to forty (40) hours of bereavement leave, or the FTE equivalent for regular, part-time employees, 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 or sick leave) to reach a total of five (5) workdays of bereavement leave. For the purpose 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 or parents and children of the employee's domestic partner. Payment for bereavement leave shall only be authorized by the Department Head.

ARTICLE 20 MILITARY LEAVE

20.1 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.

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

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

ARTICLE 21 INDUSTRIAL INJURY OR ILLNESS

21.1 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.

21.2 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.

City Supplemental Workers' Compensation Plan:

21.3 This plan supplements the State plan and provides:

21.3.1 The employee shall receive full salary from the CITY.

21.3.2 This plan provides for full salary continuation with employees sick leave accrual being charged at the rate of one fourth (1/4) day for each day of absence.

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

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

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

State Workers' Compensation Plan

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

21.4.1 The employee shall receive sixty-six and two-thirds (66 2/3) of salary to a maximum prescribed by State law.

21.4.2 No sick leave shall be charged the employee.

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

21.4.4 No regular CITY salary shall be paid.

21.4.5 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 fourteen (14) days.

ARTICLE 22 SICK LEAVE

22.1 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

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

22.2 Sick leave shall not be considered as a right which an employee may use at his/her discretion and shall be allowed only in case of actual sickness or disability, or in accordance with state or federal law.

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

22.4 For the purpose of charging sick leave, the minimum sick leave chargeable shall be fifteen (15) minutes.

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

22.5.1 ~~Participating in a criminal act;~~

~~22.5.2 Participating in a riot;~~

~~22.5.3~~ Working for an employer other than the CITY;

22.5.2~~4~~ During vacation unless the employee was confined to a hospital or other fixed location under written doctor's orders;

22.5.3~~5~~ During a layoff, leave of absence or disciplinary suspension; and/or

22.5.4~~6~~ After a termination date.

22.6 On taking sick leave time, an employee shall notify his/her immediate supervisor by phone, prior to or within ten (10) minutes of the time set for beginning daily duties, unless it's beyond the control of the employee. If the employee is unable to speak to his/her immediate supervisor, the employee shall leave a phone number at which the employee can be reached.

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

22.8 The CITY shall revoke pay, sick leave time and take appropriate disciplinary action if the employee using sick leave is not sick or inappropriately using sick leave in accordance with Article 22.14; has engaged in private or other public work while on sick leave.

22.9 The CITY may require an employee to provide a medical doctor's statement which outlines the nature of the illness and the prognosis for recovery prior to permitting the employee to return to work following the use of any sick leave.

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

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

22.12 Sick leave shall not be used to extend a date of retirement; however, an employee, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20862.8 (See 22.15).

Sick Leave – Initial Probationary Period

22.13 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. This section does not apply to promotional or disciplinary probationary periods.

Sick Leave – Family Illness

22.14 Employees may use hours of accumulated sick leave during the fiscal year for the ~~serious~~ illness or injury of their spouse, qualified domestic partner, child, adopted child, foster child, stepchild, child of employee's domestic partner, parent, stepparents, foster parents, mother-in-law,

father-in-law (or step-parents-in-law), siblings, grandchildren, or grandparents, or any other person as provided by state law.

Sick Leave – Retirement Buyback

22.15 Any employee who retires or whose position is eliminated and who has completed ten (10) consecutive years of employment with the CITY has the option to receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours paid (for example, an employee with eight hundred (800) 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. Employees may elect to convert all unused sick leave to service credit.

22.16 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 23 CATASTROPHIC LEAVE

23.1 Employees may donate accrued leave to other employees who suffer a catastrophic illness or injury, or to an employee to care for their spouse, a qualified domestic partner, a parent or to a dependent minor child who suffers a catastrophic illness or injury.

23.2 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.

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

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

23.5 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.

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

23.7 An employee requesting catastrophic leave must receive the recommendation of his or her department head and the approval of the City Manager or designee. 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.

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

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

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

The Catastrophic Leave Policy can be found at:
https://inet.srcity.org/policy/_layouts/15/WopiFrame2.aspx?sourcedoc=/policy/master_library/Catastrophic%20Leave.docx&action=default

ARTICLE 24 HOLIDAYS

24.1 Employees shall receive the following ~~thirteen~~ fourteen (1~~3~~4) holidays:

HOLIDAYS	DATE
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	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
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

24.2 Floating holidays are granted at the beginning of each fiscal year and must be taken during the fiscal year in which they are earned. A floating holiday shall be compensated at the regular rate of pay for eight (8) hours times the FTE allocation. Floating Holiday hours do not rollover between fiscal years (i.e., full-time employees may never have a balance of more than sixteen (16) hours (or twenty-four (24) hours for qualifying employees in Sect. 24.2.3 below)), will not be paid out at separation, and have no cash value.

24.2.1 ~~Floating holidays may be taken in increments of no less than one (1) hour.~~

~~24.2.2~~ During the first year of employment, employees hired between July 1 and December 31 shall receive sixteen (16) hours times the FTE allocation and employees hired between January 1 and June 30 shall receive eight (8) hours times the FTE allocation of Floating Holiday time.

24.2.2~~3~~ Following the completion of twenty (20) years of full time equivalent CITY service, employees shall receive one (1) additional Floating Holiday per fiscal year for a total of three (3) Floating Holidays.

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

24.4 ~~Any of the aforementioned holidays falling on Saturday shall be observed on the preceding Friday. If any of the aforementioned holidays fall on Sunday, the following Monday shall be observed as the holiday.~~

~~24.5 Employees participating in alternate work schedules (such as 4-10's) whose work week normally includes three (3) consecutive days off will observe the holiday on the preceding work day when a holiday falls on the first day. If a holiday falls on either of the last two (2) days, the following work day will be observed. If the holiday falls on a single regular day off, the following day will be observed as the holiday.~~ Holidays shall be recognized within the workweek (Sunday through Saturday) during which they fall. If the holiday falls on an employee's Regular Day Off (RDO), the employee will normally recognize the holiday on the immediately preceding workday unless that would cause it to fall into a different workweek (Sunday through Saturday), in which case it will normally be recognized on the workday immediately following the holiday.

However, an employee and their supervisor may agree to recognize a holiday which falls on an RDO on any regular workday in the same workweek (Sunday through Saturday).

24.5~~6~~ Employees required to work on the day the holiday is recognized (based on their schedule) ~~holidays~~ shall be compensated at the overtime rate for the hours worked on the holiday.

24.6~~7~~ Employees who are not on a paid status the day before and~~or~~ the day after a holiday shall not be paid for the holiday.

24.7~~8~~ Additional time off to observe religious holidays may be approved by the CITY as follows:

24.8.1 The time shall be charged as vacation; or hours in a paid status.

ARTICLE 25 VACATION

25. 1 Employees shall earn and may accumulate vacation time as indicated below:

YEARS OF SERVICE	HOURS EARNED MONTHLY	HOURS EARNED ANNUALLY	MAXIMUM HOURS OF ACCUMULATION
1 to 4	6 2/3	80	160
5 – 9	10	120	240
10 - 14	13 1/3	160	320
15 - 19	14 1/16	170	340
20 - 24	15	180	360
25+	16 2/3	200	400

25.2 No employee may accumulate, nor have current credit for, more hours than the maximum accumulation provided above. Management may not unreasonably deny a request to take vacation. The employee is responsible to request vacation in a reasonable 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 at the employees regular rate of pay.

25.3 Employees shall be employed by the CITY for one (1) complete year prior to using any vacation. However, in unusual circumstances, the Department Head may approve use of vacation time prior to the employee completing one (1) complete year with the CITY.

25.4 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.

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

25.6 Employees shall be paid, at the regular hourly rate, for all accumulated vacation, up to the maximum, upon leaving CITY employment. In the event of the death of an employee, the employee's beneficiaries as designated on City insurance forms shall receive this vacation pay.

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

25.8 The Time Savings Plan – as outlined in Finance Department Accounting Services Procedure 5.1.1 allows employees to buy time off for supplementing vacation, holiday, or other compensatory time off. If still in effect, the Time Savings Plan (TSP) will be made available to OE3 employees under the same terms and conditions it is offered to any other bargaining unit.

<u>VACATION "SELL BACK" PROGRAM</u>

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

25.9.1 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 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.

25.9.2 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 25.9) on the second paycheck in December.

ARTICLE 26 INSURANCE PROGRAMS

26.1 The CITY shall provide the insurance programs described in this Section. The CITY reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined below. Any premiums paid by the employee eligible for Section 125 will be deducted from the employees pay on a pre-tax basis as authorized by state and federal law.

26.2 If an employee does not select coverage, no cash payment will be made in lieu of the insurance.

Health Insurance

26.3 The CITY shall offer employees and their dependents, including qualified domestic partners, a health insurance program under the terms set forth below:

26.3.1 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 difference remain at or below 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 15% of the cost of the premium if the average premium difference is higher than 6% of the least expensive premium.

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

26.3.2 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%	

26.4 Premiums are set by the Medical Pool Administrator, insurer or by the CITY for self-insured programs based on fiscally sound methods and are tiered for employee, employee plus one dependent and employee plus two or more dependents.

26.4.1 All eligible 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. 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.

26.5 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.

<u>COMBINED DENTAL AND VISION INSURANCE</u>

26.6 The City shall offer employees and their eligible dependent(s) a combined dental and vision insurance program. A description of dental and vision benefits can be found in the Employee Benefits Guide and on the Employee Benefits Website available at https://flimp.live/CityofSantaRosa.

26.7 The CITY shall contribute 100% toward the premium for full-time employees.

<u>Life Insurance</u>

26.8 The CITY shall provide term life insurance coverage in the amount of $20,000 for each employee. 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

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.

Disability Insurance

26.9 The City shall offer benefit eligible employees a short-term and long-term disability insurance program and pay the monthly premium costs during the term of the agreement. ~~The City will pay the monthly premium costs for short-term disability insurance for benefit eligible employees during the term of this Agreement.~~ Effective as soon as possible, but no later than January 1, 2025, the short-term disability benefit insurance program shall be expanded to include a paid family leave benefit. Details of the program benefits are outlined in the plan documents available on the Employee Benefits Webpage.

Additional Insurance Plans:

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

Retired Employees Health Insurance:

26.11 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. 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.

26.12 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.

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

ARTICLE 27 RETIREMENT

27.1 An employee who retires may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20965 (See 22.15).

27.2 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.

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

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

27. 4 Effective July 12, 2015, 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 1 and tier 2, and 1 one and one half percent (1.5%) above the contribution rate set by CalPERS for PEPRA tier 3 members. In accordance with PEPRA half the normal cost shall change only if the normal cost

identified in the Annual CalPERS valuation changes by one percent (1%) or more. Said contribution shall be made by the employee on a pre-tax basis in accordance with Section 414(h)(2) of the Internal Revenue Code.

27.5 The history of PERS retirement formulas is listed below:

3% at 60 formula effective May 4, 2003.

2% at 55 formula effective January 1, 1992.

2% at 60 formula effective July 1, 1971.

Effective July 9, 2000, the CITY amended its contract with PERS to provide the so-called "single highest year" Final Compensation Formula for PERS Miscellaneous employees. The CITY amended its miscellaneous contract with PERS to provide Pre-Retirement Option 2W Death Benefit.

Specific details regarding these programs are available to employees from the Human Resources Department. The CITY shall provide each employee a description of this retirement plan and information is available on the CalPERS website at www.calpers.ca.gov .

Payment for 3% at 60

27.6 Effective May 4, 2003, the Miscellaneous employees were provided retirement benefits under the State Public employee's Retirement System of 3% at 60 formula at a cost of 8.02% which was spread over three years and effective July 29, 2006, the entire 8.02% has been paid for by this Unit.

27.7 The cost of 0.4% for Inactive CalPERS members, receiving the benefit 3% at 60, was calculated into the overall cost for the enhanced retirement benefit. The cost for the inactives (0.4%) was refunded to the employees by reducing the payment due for 3% at 60 in fiscal years 03/04 and 04/05. The CITY and OE3 agree that in the event the inactives become part of future legislation, then Unit 3 shall be responsible for paying for 0.4%. This payment shall be taken as a 0.4% COLA reduction at the beginning of the fiscal year following the adoption of the legislative changes.

ARTICLE 28 RETIREMENT MEDICAL STIPEND

28.1 Effective January 1, 2008, the City adopted a Miscellaneous Post Retirement Medical Benefit Plan and Trust Agreement (Stipend Plan). The City will post the plan and trust documents, and any appropriate amendments to the plan on the Cityweb at http://cityweb.srcity.org/EmployeeServices/Pages/Medical%20Stipends.aspx.

28.2 Basics of the Stipend Plan as defined in the plan document are:

a) The intent: for the eligible recipient payments to remain at the amount they were when he/she left City employment. Based on actuarial recommendations and in accordance with the Stipend 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.

b) Employees are eligible for the stipend upon termination of employment, attainment of age 55 and meeting the minimum vesting requirements. The amount of the stipend will be based on their whole years of service in the unit and the dollar amount of the stipend.

c) Transfer to the spouse or qualified domestic partner upon death of the recipient for all employees retiring July 1, 2002 and after.

d) Upon request, the City shall provide semi-annual accounting of all monies received and disbursed.

e) By mutual agreement, the administrative duties of this program can be contracted and the cost passed on to the trust.

28.3 Stipend Payment for Those Retiring January 1, 2008 and Thereafter

Per the terms of the adopted agreement, employees with 15 or more whole years of service in Units 3, 13 and 16 were scheduled to earn two hundred ten dollars ($210). Those employees with less whole years of service earn a percentage of that amount based on the follow schedule:

Years of Service	Percentage	Years of Service	Percentage
Less than 4 years	0	4 years	8.33%
5 years	16.66%	6 years	25%
7 years	33.33%	8 years	41.66%
9 years	50%	10 years	58.33%
11 years	66.66%	12 years	75%
13 years	83.33%	14 years	91.66%
15 years	100%		

28.3.1 Effective July 1, 2008, employees retiring January 2, 2008 and thereafter, will receive the appropriate percentage listed in Article 27.11 times three hundred twenty five ($325).

28.3.2 To receive the stipend an employee must be at least fifty-five (55) years of age and no longer employed with the City of Santa Rosa.

28.3.3 Retiree benefit transfers to spouse, or qualified domestic partner upon death of the retiree.

28.4 Stipend Plan History

In exchange for one half of one percent (1/2%) reduction in wages in both fiscal year 1990-91 and fiscal year 1991-92, and an additional 1% contribution from wages (COLA) in fiscal year 2002-03, for a total of 2%, the City will contribute two percent (2%) to fund the health care stipend to be used upon retirement, effective July 1, 2002.

28.4.1 Stipend Payment for Those Retiring Between June 30, 2002 and January 1, 2008

Per the adopted agreement, Appendix D named all retired recipients who retired between June 30, 2002 and January 1, 2008; their stipend amount as of January 1, 2008 and whether or not their stipend was transferable to their Spouse or Domestic Partner upon their death based on the amounts listed below and the terms of agreement at the time of their retirement listed below.

Per the terms of the agreement, effective July 1, 2008 the amounts of the stipends are as follows:

Ten (10) consecutive years – One hundred & fifty-three ($153) dollars.

Eleven (11) consecutive years – One hundred & fifty ($150) dollars.

Twelve (12) consecutive years – One hundred & sixty six ($166) dollars.

Thirteen (13) consecutive years – One hundred & ninety-five ($195) dollars.

Fourteen (14) consecutive years – One hundred & ninety five ($195) dollars.

Fifteen (15) consecutive years – Two Hundred & twenty-five ($225) dollars.

At the time of retirement the employee must be at least fifty-five (55) years of age with a minimum of ten (10) consecutive years of service. Retiree benefit transfers to spouse, or qualified domestic partner upon death of the retiree.

28.4.2 Stipend Payment for Those Retiring Between June 1, 1990 and June 30, 2002

Per the adopted agreement, Appendix D named all retired recipients who retired between June 1, 1990 and June 30, 2002 receive a stipend in the amount of $150. Such stipends are not transferable to spouse upon the Death of the retiree.

28.5 City Contribution to Stipend Plan

As set forth in Section 28.4, the City contributes an amount equal to two percent (2.0%) of base wages to the Stipend Plan on behalf of Unit 13 employees. Effective the first full pay period following July 1, 2017, the City will increase its contribution by one-quarter percent (0.25%), for a total contribution of two and one-quarter percent (2.25%) 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 two and a half percent (2.5%) of base wage. Effective the

first full pay period following July 1, 2019, the City will increase its contribution by one-quarter percent (0.25%) of base wage, for a total contribution of two and three quarters percent (2.75%) of base wage.

ARTICLE 29 OVERTIME/COMPENSATORY TIME

29.1 Overtime shall be defined as all hours worked in excess of forty (40) hours in a work week or in excess of eight (8) hours per work day or hours worked in excess of an agreed upon work week schedule established by the CITY.

29.2 Overtime shall be in cash at one and one-half (1 ½) times the employee's regular rate, except as otherwise provided pursuant to 29.4 below.

29.3 Overtime work shall be rotated as equitably as possible among employees with due consideration given for the qualification and ability of an employee to perform the work. Where possible, overtime work shall be distributed on a voluntary basis to qualified employees. An employee shall be required to work overtime, however, when it is determined by the CITY that such overtime is essential to the continuing efficient operation of the CITY or in an emergency.

29.4 At the employee's option, overtime may be compensated by compensatory time off (CTO) in place of overtime pay for overtime worked. For the purpose of scheduling time off, accumulated compensatory time will be the same as vacation time. No employee shall accumulate more than one hundred (100) hours of compensatory time off. Scheduling of compensatory time off shall be in accordance with FLSA.

29.4.1 A CTO "cash out" program is available. This program provides an employee with the option to "cash out" some or all of his/her accrued CTO at the employees regular rate of pay. Procedures for "cashing out" CTO can be found at the following link: https://inet.srcity.org/policy/_layouts/15/WopiFrame.aspx?sourcedoc=/policy/master_library/Catastrophic%20Leave.docx&action=default

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

29.4.3 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.

29.5 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 30 CALL BACK

30.1 Employees who have completed their work shift and have left work and then are required to return to work shall receive a minimum of two (2) hours' pay at the overtime rate. Hours worked in excess of the two (2) shall be paid at the overtime rate, including travel time in accordance with the Fair Labor Standards Act.

ARTICLE 31 COURT APPEARANCES

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

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

ARTICLE 32 STANDBY ASSIGNMENTS

32.1 Standby assignments shall be rotated as equitably as possible among employees with consideration given for the qualification and ability of an employee to perform the work. Where possible, standby assignments shall be distributed on a voluntary basis to qualified employees. An employee shall be required to be on standby assignment when it is determined by the CITY that such assignment is essential to the continuing efficient operation of the CITY or in an emergency.

32.2 Standby assignments shall be compensated at the rate of ninety-five dollars ($95.00) per twenty-four (24) period on standby.

32.3 The overtime rate shall apply to actual hours spent on the job when called out while on standby. An employee who is called out while on standby assignment shall receive a minimum of one (1) hour pay at the overtime rate. Hours paid shall include travel time as referenced in respective departmental policies.

32.4 Standby assignment means time while an employee must be available on a call basis outside his/her regular work week or work schedule in order to be available to respond to perform duties.

32.5 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 the employee on standby assignment with an appropriate CITY vehicle as determined by the CITY.

32.6 The CITY may revoke standby pay and take appropriate disciplinary action if the employee on standby assignment does not respond to the job within a reasonably prompt period of time when called by the CITY.

ARTICLE 33 WORK HOURS

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

33.2 An employee and the employee's department head may mutually agree in writing to an alternative "flex time" work schedule within the guidelines provided by the City's flex-time policy set forth below.

33.3 Each employee shall be granted a lunch period of at least thirty (30) minutes during each work shift. This lunch period should be scheduled at the middle of the work shift, whenever possible.

33.4 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 29.2).

33.5 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:

33.5.1 The rest period shall be with pay;

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

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

33.5.4 The rest period shall not be used to:

a) Cover an employee's late arrival to work;

b) Cover an employee's early departure from work;

c) Extend a lunch period; and/or

d) Accumulate if not taken.

33.6 Except for emergencies or as required to comply with a documented medical restriction, 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.

33.6.1 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 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.

33.6.2 Neither overtime, call-back, nor regular shift rotation shall be considered a change in the work schedule. Standby and call back assignments shall not be considered a change in the work schedule.

Flextime

33.7 To establish a program allowing more choice, subject to Department Head approval, in selecting the time they begin work, end work and take meal periods. To insure that flextime benefits employees without disrupting CITY operations.

33.7.1 Employees shall work according to a fixed schedule established by Management which considers employee needs. The agreed upon meal period may consist of a one-half hour, one hour or one and one-half hour period. Time slots shall first be filled on a voluntary basis and then on a rotational basis determined by Management (if necessary).

33.7.2 The length of the work day will remain unchanged unless an alternate work week has been adopted; thus, for example, quitting time will be 8 hours (plus the lunch period) after the start of the time agreed to by the employee and Management.

33.7.3 Telephone coverage and customer-counter service, where applicable, must be maintained during the conventional 8:00 a.m. to 5:00 p.m. work day.

33.7.4 Supervision will be determined by Department Heads.

33.7.5 Schedules must be reviewed and approved by the Department Head before implementation.

33.7.6 Departmental participation in the Flextime Program may be continued or discontinued by Department Heads based on operational concerns.

33.7.7 This program is not intended to restrict the arrangements that individual employees make with their supervisors to accommodate emergencies, nor is it intended to restrict the authority of Management to insure operations, communications and performance are not disrupted.

ARTICLE 34 UNIFORMS

34.1 The CITY will provide, and employees shall wear at all times when on duty, full uniforms to include shirts, tee shirts, pants, jacket and baseball cap, as weather conditions dictate.

34.2 The CITY shall replace uniforms for normal wear and tear resulting from CITY work activities.

34.3 CITY shall provide an allowance of three hundred dollars ($300) on the first paycheck of August each fiscal year for the purchase of boots which shall be purchased as provided in the CITY boot purchase procedure. Employees required to wear safety toe footwear which meets ANSI standards shall receive an additional fifteen dollars ($15.00) to be used toward the purchase of safety toe footwear.

34.4 CITY shall provide appropriately sized t-shirts and sweatshirts for all Unit 16 members by the first day of November each fiscal year of a color and style determined by the CITY after consultation with the UNION. Employees are permitted to select up to twelve (12) units of uniform pieces annually. Additional uniform pieces may be purchased by employees at the employee's cost. :

a. 1 T-shirt (long sleeve/short sleeve): 1 unit
b. 1 button-up work shirt: 3 units
c. 1 hooded pull-over: 3 units
d. 1 hooded zip: 3 units
e. 1 sweat shirt: 2 units

34.5 Vouchers will be provided for "Levis" and will be usable for 18 months after receipt by the employees from the CITY. Vouchers are not transferable.

34.6 Employees provided uniforms or vouchers by the CITY shall receive them by the second paycheck 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.

~~ARTICLE 35 SAFETY AND FIELD SAFETY COMMITTEE~~ARTICLE 35 SAFETY AND FIELD SAFETY COMMITTEE

35.1 The CITY maintains a recognized safety program which provides standards for sound, workable safety activities within the organization and safety committee structure.

35.2 In addition to departmental safety committees, the CITY recognizes the formation of a Field Safety Committee.

35.3 There will be equal representatives on the Field Safety Committee of both: (1) Unit employees and (2) supervisory and management personnel. The number of these representatives shall be determined by the Safety Administrator.

35.4 The employee Unit representatives shall serve one (1) year terms and shall be selected by secret ballot election. Candidates must be willing to serve if nominated. Candidates receiving a plurality in an election shall be declared elected representatives. The Safety Administrator shall be the same as those for City Department Safety Committee. The Field Safety Committee Chairman shall be a member of the committee.

35.5 OE3 may designate either the OE3 Representative or his/her designee as a member of the City Departmental Safety Committee.

ARTICLE 36 OFFICIAL PERSONNEL FILE

36.1 An employee may examine his/her personnel file in the Human Resources Department during the CITY'S regular business hours. Said examination of the file shall be by appointment with Human Resources Office staff and, if during the employee's paid working hours, at a time and date approved by the employee's supervisor. At the convenience of Human Resources Office staff, an employee may receive a copy of any document in his/her personnel file. A nominal copying fee may be charged by the CITY.

36.2 Should an employee wish to have a UNION representative review the employee's personnel file, the employee will provide the CITY'S Human Resources Officer or his/her designated representative with a signed statement expressing the employee's consent to permit the named UNION representative to review his/her file. The original statement shall be retained in the employee's personnel file.

36.3 The Human Resources Office shall keep the official personnel files of all employees within the Unit.

ARTICLE 37 FULL UNDERSTANDING, MODIFICATION, WAIVER

37.1 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.

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

37.3 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.

37.4 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.

37.5 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 38 AUTHORIZED AGENTS

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

38.1.1 Management's principal authorized agent shall be the City Manager or his/her duly authorized representative (address: CITY HALL, P.O. Box 1678, Santa Rosa, CA 95402; telephone (707) 543-3010), except where a particular management representative is specifically designated in the Agreement.

38.1.2 Operating Engineers Local UNION No. 3 principal authorized representative shall be Business Representative, Carl Carr whose address is: Public Employee Division, 1620 South Loop Road, Alameda, CA 95402; telephone (510) 748-7438, Ext. 3382; fax: (510) 521-4886.

ARTICLE 39 SALARY SCHEDULE

39.1 Effective ~~November 7, 2021~~the pay period including July 1, 2024, employees shall receive a ~~three~~ seven percent (7.0~~3~~%) Cost of Living Adjustment (COLA).

39.2 Effective the first full pay period following July~~April~~ 1, 202~~5~~2, employees shall receive a ~~two and one half~~four percent (~~2.5~~4.0%) COLA.

39.3 Effective the first full pay period following July 1, 202~~6~~3, employees shall receive a ~~two and one half~~four percent (~~2.5~~4.0%) COLA.

39.4 ~~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.~~

A current salary scheduled can be found at:

http://srcity.org/DocumentCenter/View/1213

39.5 Market Equity Adjustments

A. ~~_____~~2025-26 Fiscal Year

Effective the pay period following July 1, 2025, the City shall increase the base pay for each classification which has a base wage more than ten percent (10%) below market average, using the final data provided by the 2024 Gallagher Total Compensation Study ("Study"), by a percentage sufficient (after application of the 7% GSI in July 2024) to bring the classification's base wage to ten percent (10%) below market average. However, no classification will receive a market-based equity adjustment of more than five percent (5%).

In addition, each non-surveyed classification which is tied to a benchmark classification will receive a base wage increase sufficient to maintain the differential recommended by the Gallagher Study.

The market-based equity adjustment will be made in the same pay period as the four percent (4%) GSI. Market-based equity adjustments are independent of the GSI and will be implemented in an additive (non-compounded) fashion.

Example A. The 2024 Gallagher Study data shows Classification A to have a base wage of twenty percent (20%) below market average. Effective the pay period following July 1, 2025, Classification A will receive a Market Equity Increase of three percent (3%) (i.e., 20%-7%-10% = 3%) plus the four percent (4%) GSI for a total of seven percent (7%).

Example B. The 2024 Gallagher Study data shows Classification B to have a base wage of fifteen percent (15%) below market average. Classification B will not receive a Market Equity Increase in July 2025 (i.e., 15%-7%-10% < 0%).

Example C. The 2024 Gallagher Study data shows Classification C to have a base wage of twenty-seven percent (27%) below market average. Effective the pay period following July 1, 2025, Classification C will receive a Market Equity Increase of five percent (5%) (i.e., 27%-7%-10% = 10%) plus the four percent (4%) GSI for a total of nine percent (9%).

B. 2026-27 Fiscal Year

Effective the first quarter of 2026, this MOU will re-open on the subject of market-based equity increases, and the Parties will meet and confer over additional equity adjustments to be effective the first full pay period following July 1, 2026.

ARTICLE 40 SHIFT DIFFERENTIAL

40.1 Utilities Systems Operators and Senior Utilities Systems Operators who are regularly assigned to work the weekend shift shall receive a shift differential equal to five percent (5%) of base pay per hour for the entire shift.

ARTICLE 41 STEWARDS

41.1 Number of Stewards

41.1.1 There shall be a maximum of three (3) stewards in Unit 16—Utility Systems Operators.

41.1.2 Alternate Stewards may be designated by OE3 to cover the absence of the Steward.

41.1.3 The CITY and the UNION agree that pursuant to the Employer Relations Ordinance, and per the 2005 Personnel Board decision, five (5) is a reasonable number of paid UNION representatives to attend negotiations.

41.2 Release Time

41.2.1 Steward and witnesses shall receive release time to participate in formal grievance. Release time is subject to advanced approval and shall not be unreasonably denied.

41.2.2 Stewards shall operate within their designated area.

41.2.3 Stewards desiring to leave their work locations to process a grievance shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence will cause an undue interruption of work. In such case, a prompt rescheduling shall occur.

41.2.4 Prior to entering the work location of the employee/grievant, the Steward shall make a reasonable effort to obtain permission from the employee's supervisor. If the employee/grievant cannot be made available, the Steward shall be informed when the employee will be made available.

41.2.5 OE3 agrees that whenever a Steward is processing a formal grievance during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

41.3 Recognized Representative

41.3.1 Following elections or appointment of job stewards, OE3 shall give the City Manager or his/her designee, a list of names of employees selected as Steward, both primary and alternates. Only those employees whose names are on the current list shall be granted release time to serve as a Steward.

ARTICLE 42 DEPENDENT CARE PROGRAM

42.1 The CITY shall provide a Dependent Care Assistance Program consistent with State and Federal Law.

ARTICLE 43 PROBATIONARY PERIOD FOR NEW HIRES

43.1 For all classifications in the Unit, the initial Probationary Period shall be for a minimum of twelve (12) months duration. The Probationary Period may be extended by the ~~City Manager~~Department Head for a period not to exceed an additional six (6) months. Approval of such extension by the Department Head~~City Manager~~ shall be in writing with proper and prompt notification to the employee involved.

ARTICLE 44 UNION/MANAGEMENT MEETINGS

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

44.2 At the beginning of the contract year, a calendar of meeting dates shall be mutually agreed upon.

44.3 Draft agendas shall be prepared and transmitted by the CITY no later than one week before each scheduled meeting. Final agendas shall be developed by the parties at the beginning of each scheduled meeting.

44.4 The construction of the minutes for each meeting shall be rotated between the CITY and the UNION representatives. If possible, the minutes shall be accepted by both parties at the conclusion of each meeting.

44.5 The UNION representatives shall be the Unit bargaining team. The UNION shall notify the CITY in writing of any change of representatives during the term of the contract.

ARTICLE 45 GRIEVANCE PROCEDURES

SECTION 1 – Policy Statement

The CITY of Santa Rosa's grievance procedures set forth in the Personnel Rules and Regulations 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 of the Personnel Rules and Regulations.

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 set forth in the Personnel Rules and Regulations may be extended by mutual agreement in writing or by the City Manager where a written request for such 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 fourteen (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 fourteen (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 fourteen (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 fourteen (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 the Personnel Rules and Regulations and 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.

This information may also be obtained on the CITY website at: https://inet.srcity.org/policy/_layouts/15/WopiFrame.aspx?sourcedoc=/policy/PENDING_Admin_Policies/Personnel%20Rules%20and%20Regulations.pdf&action=default

ARTICLE 46 MILITARY BUYBACK

46.1 The CITY amended its contract with PERS in September 1998 so an employee may buy back the employee's military service as provided by CalPERS.

ARTICLE 47 BILINGUAL PAY

47.1 Additional pay of two percent (2%) of base pay shall be received by employees designated by their department head as being 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 48 WELLNESS

48.1 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 $500 payment shall be made in the first paycheck in January of each year and shall be limited to employees in paid status at the time of the payment.

The payment is to be used for wellness programs such as gym memberships, fitness equipment, and/or weight loss programs which will enhance the health and wellbeing of City staff. Employees should keep 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 49 DEPARTMENTAL LABOR MANAGEMENT COMMITTEE

The City agrees to the proposal of Unit 16 to for a departmental labor management committee to meet in October of each year.

ARTICLE 50 ACTING PAY

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

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.

~~ARTICLE 51 MINIMUM REST PERIOD~~

ARTICLE 51 MINIMUM REST PERIOD

51.1 If an employee works a shift that requires overtime or a callback (not occurring Standby assignment), and as a result, finishes work less than eight (8) hours before the start of their following regularly scheduled shift, the employee shall be entitled to an eight (8) hour rest period before returning to work. If any portion of the required rest period extends into the employee's normal work shift, the employee will be released from work and paid at their regular straight time pay rate during the required rest period.

For instance, if an employee was called back in or had to work overtime and finished their shift at 2 a.m., but their next scheduled shift was at 6 a.m., the

employee would be required to report to work at 10 a.m. and would be paid at their straight time hourly rate for the four (4) hours of Rest Leave from the start of their shift until 10 a.m..

Employees that are being paid standby or are assigned standby are excluded from the minimum rest period as they are already being compensated for that assignment.

The Minimum Rest Period in this Section shall not apply in the case of scheduled shift changes, so long as twenty-four (24) hours' notice is provided, or in the case of a declared disaster

ARTICLE 5~~20~~ RECOMMENDATION

5~~20~~.1 The CITY'S Meet and Confer Committee shall recommend the ratification of this Understanding to the City Council and the UNION'S's Meet and Confer Committee shall recommend the ratification of this Understanding to the employees in the CITY'S Unit #16 – Utility Systems Operators.

Meet and Confer Committee OPERATING ENGINEERS LOCAL UNION NO. 3 AFL-CIO	Meet and Confer Committee CITY OF SANTA ROSA
Carl Carr Date Date	~~Jeremia Mills~~ Siara Goyer ~~Burke Dunphy~~
Alex Bauman Date ~~———~~Date	~~Ron Marincic~~Burke Dunphy~~Siara Goyer~~
Carlos Vives Date Date	Alan Alton ~~Jeff Berk~~~~Erin Williams~~
Travis Hemphill~~Jake Gann~~ ~~———~~Date Date	Erin Williams~~Alan Alton~~
Paul Gilardo Date	
Sam Spaulding~~Eric Andersen~~ Date	

RATIFICATION

Ratified:
OPERATING ENGINEERS LOCAL UNION NO. 3 AFL-CIO

By: _____
Carl Carr Date
Representative for
Operating Engineers No. 3

Ratified:
CITY OF SANTA ROSA

By: _____
~~Chris~~ Natalie Rogers Date
Mayor
City of Santa Rosa

APPROVED AS TO FORM:

Resolution No. ~~RES-2024~~1~~-~~192 ~~XXX~~

By: _____
~~Sue Gallagher~~Teresa Stricker
City Attorney

EXHIBIT A - UNIT 16 CLASSIFICATIONS

UTILITIES SYSTEMS OPERATOR I
UTILITIES SYSTEMS OPERATOR II
SR UTILITY SYSTEMS OPERATOR

Current salaries can be found in the posted salary plan at
http://srcity.org/DocumentCenter/View/1213

EXHIBIT B - 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 $2,000 ($2,100 for employees choosing a premier preferred provider under the current dental program) for each eligible person per year for the following benefits:

BENEFITS	PROGRAM PAYS	EMPLOYEE PAYS
Preventive Services	100%	0%
Basic Services	80%	20%
Major Services	80%	20%
Prosthodontic Services	80%	20%
Orthodontic Services	50%	50%

*$2,000 lifetime maximum per person for orthodontics.

VISION INSURANCE

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

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

MEDICAL INSURANCE

Current medical rates can be found online at
https://inet.srcity.org/EmployeeServices/Pages/Home.aspx

~~EXHIBIT C~~

~~Classification and Compensation Survey:~~

~~During the term of the contract, the City shall perform a classification and compensation survey of the Unit 16 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 Issues During the Term of the Contract:~~

~~In the event that the Operating Engineers Local 3 (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.~~