

EXHIBIT "A" TO RESOLUTION NO. 27951

DOCUMENT DESCRIBING WAGES, HOURS AND OTHER TERMS AND CONDITIONS
OF EMPLOYMENT

APPROVED BY

THE SANTA ROSA CITY COUNCIL

FOR EMPLOYEES IN THE CITY'S UNITS 10, 11 AND 12

EXECUTIVE MANAGEMENT, MIDDLE-MANAGEMENT AND CONFIDENTIAL

JULY 1, 2011 THROUGH JUNE 30, 2012

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This Document describes wages, hours and conditions of employment approved at Santa Rosa, California this 26th day of July 2011, by the City of Santa Rosa, hereinafter referred to as the "CITY," for employees in the CITY's Units 10, 11 and 12 (Executive Management, Middle-Management and Confidential), hereinafter referred to as the "UNIT." This Document contains two addendums, Addendum A – Police Management and Addendum B – Fire Management. The Addendums cover wages and benefits specific to Safety Executive Management classifications assigned to the Police and Fire Departments except as otherwise provided therein all other Articles of this agreement shall apply to said classifications.

ARTICLE 1 **CONTRAVENTION OF LAWS**

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

ARTICLE 2 **TERM**

2.1 This Document shall become effective July 1, 2011, except where otherwise provided and all its provisions shall terminate at twelve (12) midnight on June 30, 2012.

ARTICLE 3 **DEFINITIONS**

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

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

3.3 The term "employee" or "employees" shall mean a person or persons employed in a full-time regular or part-time regular position by the CITY whose classification is assigned to the Executive Management, Middle-Management and Confidential Units.

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

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

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

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

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

ARTICLE 4 **PURPOSE**

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

ARTICLE 5 **SCOPE**

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

ARTICLE 6 **SEVERABILITY**

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

ARTICLE 7 **SUPPLEMENT OR MODIFICATION**

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

ARTICLE 8 **MUTUAL RESPONSIBILITY**

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

8.2 Employees shall continue to support the CITY and its programs including the maintenance of basic CITY and Management responsibilities to manage, control and operate the CITY.

ARTICLE 9 **RULES AND REGULATIONS**

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

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

ARTICLE 10 PAYROLL DEDUCTION

10.1 During the term of this Document and to the extent the laws of the State of California permit, and as provided herein, the CITY will, in addition to deductions required by law, make payroll deductions with the employee's consent for U.S. Savings Bonds, Employee's Credit Union, Employee's Health and Accident Insurance, Life Insurance, charitable contributions, Deferred Compensation and monthly dues for membership in one (1) authorized employee organization.

10.2 The deduction of dues for membership in an authorized employee organization shall be based on a uniform dues schedule and made from the pay of each employee who voluntarily executes and delivers to the CITY the following authorization form:

**VOLUNTARY AUTHORIZATION FOR DEDUCTION
OF MEMBERSHIP DUES**

(Name of Authorized Employee Organization)

Name _____ Department _____

Social Security No. _____

I authorize the City to deduct from wages earned by me, monthly membership dues as certified to the City by the President or other designated authorized employee organization official and to remit the same to the authorized employee organization at such time and in such manner as may be agreed upon between the City and the organization.

This authorization shall remain in effect for the duration of my employment with the City or until my termination from the City or until it is revoked by me in writing.

Signature of Employee

Address of Employee

Date of Signature

Date of Delivery to City

10.3 Payroll deductions shall be made monthly and special assessments and penalties when assessed. However, the initial deduction for any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Organization Dues" and (2) the amount of the monthly membership dues certified by the organization

has been delivered to the CITY at a place designated by the CITY at least ten (10) calendar days prior to the last day of the pay period. Changes in the amount of the monthly membership dues must be delivered to the CITY at a place designated by the CITY at least thirty (30) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

10.4 All sums deducted by the CITY shall be remitted to the organization, at an address given to the CITY by the organization, by the tenth (10) calendar day following the pay period when the deductions were made, together with a list of names and the amount deducted for each employee or for whom a deduction was made. Assessments and penalties shall be remitted by the CITY within 30 days after notification of the amount of said assessment penalties.

10.5 An employee may revoke his/her "voluntary authorization" only as provided herein. No revocation shall be effective retroactively nor apply to any special assessment or penalty previously noticed by the organization.

10.6 The CITY shall not be liable to the organization by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee. In addition, the organization shall indemnify and save the CITY harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 11 HOLIDAYS

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

<u>HOLIDAY</u>	<u>DATE</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November

Day After Thanksgiving	Friday After Thanksgiving
Christmas Day	December 25
Floating Holiday	By Agreement Between Employee and Supervisor
Floating Holiday	By Agreement Between Employee and Supervisor

ARTICLE 12 FLOATING HOLIDAYS

12.1 Floating Holidays must be taken during the fiscal year in which they are earned. Employees hired between July 1 and December 31 shall receive 16 hours and employees hired between January 1 and June 30 shall receive 8 hours of Floating Holiday time. Beginning on July 1, 2006, and following twenty years of full time equivalent of CITY service, employees shall receive one additional full time equivalent (8 hours) floating holiday for a total of 3 full time equivalent floating holidays. This third floating holiday will not be included in any holiday payout. Regular part-time employees shall receive a prorated Floating Holiday balance based on FTE allocation.

ARTICLE 13 HOLIDAY PAY

13.1 Holiday pay shall be computed based on the number of hours in the employee's regular work shift times the employee's regular hourly rate of pay. A regular work shift is considered to be eight (8) hours. Employees participating in an alternate 4/10 or 9/80 schedule shall have holiday pay computed based on eight (8) hours. An employee assigned to a 4/10 work schedule shall use two (2) hours of appropriate accrued leave balances to fulfill the requirement of recording ten (10) hours for each holiday taken off (8 hours holiday plus 2 hours appropriate accrued leave balances). An employee assigned to a 9/80 work schedule shall use one (1) hour of appropriate accrued leave balances to fulfill the requirement of recording nine (9) hours for each holiday taken off, when that holiday falls on a scheduled nine (9) hour day (8 hours holiday plus one (1) hour of appropriate accrued leave balances).

13.2 Regular part-time employees shall accrue holiday leave on a prorated basis based on the FTE allocation.

13.3 When an employee is assigned to a Monday through Friday schedule, and when any of the aforementioned holidays fall on Saturday, the holiday shall be observed

on the preceding Friday. If any of the aforementioned holidays fall on Sunday, the following Monday shall be observed.

13.4 If the holiday falls on the normally scheduled off-duty day, employees shall observe the holiday on the immediately preceding scheduled work day.

13.5 Employees assigned to a 4/10 or 9/80 work schedule, whose work week normally includes three consecutive days off, shall observe the preceding work day when a holiday falls on the first day off. If the holiday falls on either of the last two days off, the following work day shall be observed. If the holiday falls on a single regular day off, the following day shall be observed.

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

ARTICLE 14 VACATION LEAVE

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

<u>YEARS OF SERVICE</u>	<u>HOURS EARNED MONTHLY</u>	<u>HOURS EARNED ANNUALLY</u>	<u>MAXIMUM HOURS OF ACCUMULATION</u>
1 – 4	6-2/3	80	240
5 – 11	10	120	360
12 – 24	13-1/3	160	480
25+	16-2/3	200	600

14.2 Part-time employees shall accrue vacation time on a prorated basis based upon years of service not to exceed the FTE allocation per fiscal year.

14.3 Maximum vacation accrual is established at three times the annual accrual rate. Regular part-time employees' maximum is three times the FTE percent of the annual accrual rate. All Management and Confidential employees who have in excess of this maximum accrual as of June 30, 2003, have until June 30, 2004, to schedule vacation time off or request compensation for excess accrued vacation. Effective July 1, 2004, any employee in Unit 10, 11 or 12 with a vacation balance at or above the cap will not accrue any additional vacation time until his/her balance falls below the cap.

14.4 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. Employees working an alternative 4/10 shall record 10 hours for each day taken as vacation.

Employees working a 9/80 schedule shall record 9 hours for each day taken as vacation, except for the eight (8) work day.

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

14.6 The City Manager shall have the discretion to grant a balance of vacation hours to newly hired managers. The City Manager shall also have the discretion to place a Department head or newly hired manager at a higher established vacation accrual rate.

ARTICLE 15 MANAGEMENT VACATION “SELL BACK” PROGRAM

15.1 Managers in Units 10 and 11 may “sell back” vacation accrual once a fiscal year under the following procedure:

15.2 The employee may “sell back” up to 80 hours (prorated based on FTE allocation) of vacation providing he/she has 80 hours of vacation remaining after the sell back. To sell back vacation hours, the employee will enter on his/her time card the appropriate number of hours (whole hours only) he/she would like to sell back. The payout on the “sell back” hours will be made on the following paycheck.

15.3 The vacation sell back option is only available once a fiscal year for each employee.

ARTICLE 16 TIME SAVINGS PLAN – CONFIDENTIAL

16.1 The CITY shall continue the implementation of Administrative Services Procedure II-9 – Time Savings Plan for employees in Unit 12. This program outlines procedures that allow employees to buy time off for the purpose of supplementing other accrued time off. More information on this program can be found at the following link: http://cityweb.srcity.org/departments/finance/Forms%20Finance/Payroll%20Forms/TSP_Policy.doc

16.2 The Time Savings Plan Program shall be suspended for the term of this agreement.

ARTICLE 17 SICK LEAVE

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

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

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

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

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

17.5 Sick leave shall not be considered as a right which an employee may use at his/her discretion and shall be allowed only in case of actual sickness or disability of employee or dependent as authorized by State law or for medical or wellness appointments. No punitive actions shall be imposed on employees for taking justifiable sick leave.

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

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

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

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

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

17.10 The CITY may require an employee to provide a medical provider's statement verifying the employee's ability to return to work and any work restrictions prior to permitting the employee to return to work following the use of any sick leave in accordance with the City's Personnel Rules and Regulations.

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

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

17.13 Sick leave shall not be used to extend a date of retirement; however, effective January 1990, a miscellaneous employee, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20862.8.

ARTICLE 18 SICK LEAVE – INITIAL PROBATIONARY PERIOD

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

ARTICLE 19 SICK LEAVE – FAMILY ILLNESSES:

19.1 Employees may use hours of accumulated sick leave during the fiscal year for the illness or medical treatment of their spouse, qualified domestic partner, child, step-child, child of employee’s domestic partner, parents or grandparents as provided by State law. With prior approval of the City Manager or designee, employees may use hours of accumulated sick leave to care for other members of the household or family. The CITY may require an employee to provide a medical professional’s statement which outlines the severity of the illness and expected duration of treatment.

ARTICLE 20 SICK LEAVE – RETIREMENT BUYBACK

20.1 Unit 10 – Executive Management and Unit 11 – Middle Management

20.1.1 **Background:** Executive Management employees who were hired prior to July 1, 2008 and Employees in Unit 11 who were hired prior to January 1, 2010 had one of two options for remuneration of accumulated but unused sick leave as follows:

20.1.2 **Option One:** In July of each year the CITY shall reimburse the employee for twenty five (25%) percent of the immediate past fiscal year’s earned but unused sick leave hours. Under this option, upon retirement all unused sick leave is converted to service credit; or

20.1.3 Option Two: All sick leave accumulates and upon retirement and completion of ten (10) years of employment with the CITY, the employee may receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours and receive service credit for the remainder OR may choose to convert the entire balance of their sick leave to service credit.

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

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

20.1.6 **Implementation**: Effective July 1, 2008 (for Executive Management) and January 1, 2010 (for Middle Management) all new employees and all current employees who had previously chosen Option One shall be remunerated for all accumulated but unused sick leave as set forth below:

20.1.7 In July of each year the City shall deposit the financial equivalent of twenty five percent (25%) of the employee's immediate past fiscal year's earned but unused sick leave hours into the individual Retiree Health Savings Plan account for said employee.

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

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

20.1.10 Employees leaving CITY service prior to the end of the fiscal year shall have a deposit made to their Retiree Health Savings Plan account based on twenty-five percent (25%) of the total earned but unused sick leave for that fiscal year.

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

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

20.1.13 Employees entering this unit from another unit , must switch to Option One. Employees switching to Option One shall have their total accrued sick leave as of the date of their entry into the unit remain in an Option Two bank which will be paid out upon retirement as described in Article 20.3. This amount shall be reduced by use of

sick leave beyond that accumulated in the new Option One bank. Upon retirement, all sick leave not paid out shall be converted to service credit according to PERS contract.

20.2 Unit 12 - Confidential Employees

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

20.2.2 Option One: In July of each year the CITY shall reimburse the employee for twenty five (25) percent of the immediate past fiscal year's earned but unused sick leave hours. Under this option, upon retirement all unused sick leave is converted to service credit; or

20.2.3 Option Two: All sick leave accumulates and upon retirement and completion of ten (10) years of employment with the CITY, the employee has the option to receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum of six hundred (600) hours and receive service credit for the remainder OR may choose to convert the entire balance of their sick leave to service credit.

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

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

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

c. Confidential employees leaving the service of the CITY prior to the end of the fiscal year who have chosen Option 1 shall be reimbursed upon their termination based upon the total earned but unused sick leave for that fiscal year.

d. At the end of each fiscal year, all unused sick leave less Option 1 paid hours shall be accumulated.

e. Under either option, the buyback of unused sick leave shall be at the regular hourly rate of pay at the date of the buyback.

f. Employees moving into a classification covered by this Agreement, who were not previously covered by this Agreement, may continue with Option 2 or switch to Option 1. Employees switching to Option 1 shall have their total accrued sick leave as of the date of their promotion paid for as indicated in Option 2 unless the total hours are

reduced below this level through the use of sick leave. If this occurs, the remaining hours shall be reimbursed as in Option 2.

g. Employees who elect Option 2 may convert their entire balance of sick leave to service credit rather than receiving payment as described in Article 20.2.3.

ARTICLE 21 **SICK LEAVE DEATH BENEFIT**

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

ARTICLE 22 **CATASTROPHIC LEAVE**

22.1 Catastrophic leave is a paid leave of absence due to life-threatening verifiable long-term illness or injury such as, but not limited to, cancer and heart attack which clearly disables the individual, as provided in the City's Catastrophic Leave Policy. The policy can be found on the following link:

<http://cityweb.srcity.org/EmployeeServices/Pages/CatastrophicLeave.aspx>

22.2 All regular employees of the City of Santa Rosa who have completed one (1) year in paid status shall be eligible for catastrophic leave due to their own catastrophic illness or injury or catastrophic illness or injury to spouse, qualified domestic partner, parent, child or child of employee's domestic partner.

22.3 The employee must first exhaust all accrued sick leave, vacation leave, 20 hour benefit portion of administrative leave, and compensatory time, if applicable, before qualifying for catastrophic leave. Once all accrued benefits have been exhausted and catastrophic leave has been granted, the employee shall not accrue any vacation or sick leave while using donated hours. If an employee returns to work on a part-time basis during their catastrophic leave, the employee shall accrue vacation and sick leave. Any such accruals will be banked. No new accruals, if any, may be used until all catastrophic leave credit has been exhausted.

22.4 Catastrophic leave shall be additional paid leave available from vacation, compensatory leave, administrative leave hours, floating holidays, or up to twenty four (24) hours of sick leave in a fiscal year, donated by other CITY employees to a specific qualified employee.

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

22.6 An employee requesting catastrophic leave must receive the recommendation of his or her Department Head and the approval of the City Manager or his/her designated committee. Such leave may initially be approved up to a maximum of three hundred forty (340) donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be recommended for approval. The maximum donation for part-time employees shall be the FTE percent.

22.7 If leave is granted, the CITY shall require the employee to provide medical information indicating the nature of the illness or injury, the prognosis and estimated date of return. In addition, the CITY shall require, prior to the employees' return to work, written approval from his or her doctor to resume job duties. The CITY shall require an employee to sign a form authorizing release to the CITY of any and all medical information prior to granting catastrophic leave. If the department head determines that documentation of illness or injury and ability to return to work is unnecessary, the requirement to provide medical information and doctor's release may be waived.

22.8 Catastrophic leave may not be used to extend a date of retirement. Various Government Code sections stipulate the circumstances to initiate disability retirements. The CITY will comply with these provisions and other applicable Government Codes and PERS regulations.

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

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

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

ARTICLE 23 INDUSTRIAL INJURY OR ILLNESS LEAVE

23.1 Miscellaneous Employees:

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

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

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

23.2 City Supplemental Workers' Compensation Plan:

This plan supplements the State plan and provides:

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

23.2.2 While on the supplemental plan, the employee's paid sick leave will be-charged at the rate of one half (1/2) for each day of absence for an employee making over \$30.00 per hour and one fourth (1/4) for each day of absence for an employee earning \$30.00 per hour or less.

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

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

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

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

23.2.7 During this time, vacation and sick leave shall accrue as if the employee were on full salary, the employee's qualified time off shall concurrently

count toward Family and Medical Leave (FMLA) and California Family Rights Act (CFRA) and all benefits shall be paid in the same manner as before the injury.

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

23.3 State Workers' Compensation Plan:

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

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

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

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

23.3.4 No regular CITY salary shall be paid.

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

23.3.6 The City shall continue to pay health, dental, and vision premiums in the same manner as prior to the injury while the employee is receiving temporary disability and the employee shall continue to pay his/her portion of the premium, for a period not to exceed twenty four (24) months from the date of injury or from the first day off work due to the injury. After that time, the employee shall be responsible for paying the full insurance premiums.

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

ARTICLE 24 BEREAVEMENT LEAVE

24.1 Full-time employees may take up to forty (40) hours, or the FTE percent for regular part-time employees, of bereavement leave because of death in the immediate family. For the purposes of bereavement leave, immediate family shall mean the

employee's spouse, qualified domestic partner, father, father-in-law, mother, mother-in-law, parents of employee's domestic partner, brother, sister, child, step-child, child of domestic partner, stepparents, grandparents, and grandchildren. Payment for bereavement leave shall only be authorized by the City Manager or designee.

ARTICLE 25 **MILITARY LEAVE**

25.1 An employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, the Federal uniformed Services Employment and Re-employment Rights Act, all other applicable laws and CITY policies. The employee shall furnish to the City Manager's Office or designee, satisfactory proof of his/her orders to report for duty and of his/her actual service pursuant to such orders.

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

ARTICLE 26 **JURY LEAVE**

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

26.2 Employees serving as jurors shall be paid as follows:

26.3 Full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty is remitted to the CITY. Salary for regular part-time employees shall equal the FTE percent.

ARTICLE 27 **LEAVE OF ABSENCE**

27.1 Employees may request a leave of absence, without pay, in writing to their respective Department Heads. Employees are required to exhaust accumulated sick leave, vacation, bereavement leave (if applicable), 20 hours of administrative leave, or floating holidays prior to taking a leave of absence without pay in accordance with State and Federal law. These requests may be approved as follows:

27.1.1 By the department head for a time not exceeding twenty-four (24) working hours.

27.1.2 By the City Manager or Human Resources Director for any time exceeding twenty-four (24) working hours.

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

as for an active employee. In all other instances, the employee must make arrangements to prepay the appropriate monthly premiums if insurance benefit coverage is to continue unless covered under FMLA.

ARTICLE 28 **WORK SCHEDULE – CONFIDENTIAL**

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

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

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

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

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

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

28.6.1 The rest period shall be with pay.

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

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

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

28.6.5 Rest periods shall not accumulate if not taken.

ARTICLE 29 **OVERTIME**

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

29.2 Confidential employees required to work more than forty (40) hours per work week shall be paid for these overtime hours at the overtime rate, unless an employee is on an alternate work schedule then overtime shall be paid in accordance with the alternative work agreement. An employee shall not work hours in excess of his/her regularly scheduled hours unless requested or approved by his/her supervisor or in case of an emergency.

29.3 Overtime for Confidential employees may be compensated by compensatory time-off (CTO) pursuant to the Finance Policy concerning Compensatory Time Off specifically designated Procedure II-8. By mutual consent of the City Manager's Office and employees in Unit 12, a compensatory time payment program has been established. This program provides Unit 12 employees the option to cash out some or all of accrued compensatory time. Procedures for "cashing out" CTO can be found at the following link:

http://cityweb.srcity.org/departments/hr/policies_procedures/Pay-out%20for%20Accrued%20Compensatory%20Time%20Units%204-6-7%20and%2012.pdf

ARTICLE 30 **CALL BACK: CONFIDENTIAL EMPLOYEES**

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

ARTICLE 31 **ADMINISTRATIVE LEAVE**

31.1 Administrative Leave shall be provided as follows for Executive Management and Middle Management employees:

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

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

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

ARTICLE 32 **COMMUNITY INVOLVEMENT**

32.1 The CITY encourages upper level Management employees to become involved in local community affairs. The CITY will make a reasonable amount of time available for this type of involvement if in the opinion of the respective Department Head this involvement is beneficial to the CITY and to the employee.

ARTICLE 33 **INSURANCE PROGRAMS**

33.1 The CITY shall provide the insurance programs described in this Document. The City reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined.

ARTICLE 34 **HEALTH INSURANCE**

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

34.2 Management and Confidential employees shall contribute 12.5% toward the monthly health insurance premium, through December 31, 2011, through payroll deduction. Deductions occur semi-monthly. Current contributions can be found on the Employee Services web page.

34.3 Effective January 1, 2012, employee contributions toward the monthly health insurance premium shall change and plan design changes (Exhibit A) shall be effective. Prior to open enrollment, the City shall publish new rates and employee contributions to the premium payment for the next calendar year.

34.4 Effective January 1, 2012 employee contributions toward the monthly health insurance premium shall be as follows:

a) Employees will pay 12.5% of the cost of the health premium for the health plan with the least expensive monthly premium. If the other health plans remain at or below 6% of the least expensive monthly premium, employees with those plans shall also contribute 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 12% or

more than the least expensive premium. If the most expensive premium has an average premium difference greater than 6% but less than 12%, the employee shall pay 15%.

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

34.6 Example – How the Average Premium Difference is Calculated

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

34.7 Health Insurance – Part-Time Employees:

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

ARTICLE 35 **RETIREE HEALTH SAVINGS PLAN**

35.1 Unit 10 – Executive Management

35.1.1 The CITY established a retiree health savings plan for employees in Unit 10 – Executive Management with the intention of having the following attributes and subject to current tax laws: tax-free treatment of health benefits, ability to charge taxable health premiums and unreimbursed health costs, with assets remaining after employee’s death going to spouse/qualified dependents.

35.1.2 The retiree health savings plan is employee funded with a mandatory employee contribution of one half of one percent (.50%) of base earnings and contribution of sick leave payment as provided in Section 20.1.7 and in accordance with the plan document and as described in Article 35.1.1.

35.2 Unit 11 – Middle Management

35.2.1 Effective January 1, 2010 the CITY established a retiree health savings plan for employees in Unit 11 – Middle Management with the intention of having the following attributes and subject to current tax laws: tax-free treatment of health benefits, ability to charge taxable health premiums and unreimbursed health costs, with assets remaining after employee's death going to spouse/qualified dependents.

35.2.2 Effective January 1, 2010, the retiree health savings plan will be employer funded by one half of one percent (.50%) of base earnings contributed by the City until the Unit receives a salary increase, and, by the annual sick leave payout as described in Article 20.1.7. Once the Unit receives a salary increase, the .50% City contribution shall become the responsibility of the employee and the City shall have no further obligation to contribute to the health savings plan thereafter.

ARTICLE 36 DENTAL INSURANCE

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

36.2 The CITY shall contribute 100% toward the premium for full time employees. The CITY shall provide each employee under this coverage with a summary description of the program.

36.3 Applicable monthly premium contributions and benefit description for this program can be found on the Employee Services web page.

36.4 In general, the program includes basic dental insurance coverage of payment of the indicated percentage up to the maximum of \$2,000 (\$2100 for employees choosing a premier preferred provider under the current dental program) for each eligible person per year for the following benefits (Orthodontics is limited to \$2,000 lifetime maximum per person):

<u>Benefits</u>	<u>Percent Program Pays</u>	<u>Percent Employee Pays</u>
Diagnostic & Preventive	100%	-0-
Other Basic	80%	20%
Crowns, Jackets and Cast Restoration	80%	20%
Prosthodontic	80%	20%
Orthodontics for family	50%	50%

Part-time Employees:

36.5 Part-time employees may elect to participate in the dental insurance plan and the CITY will contribute the percentage of the premium equaling the authorized position full-time equivalent (FTE) towards the selected coverage. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employees do not elect coverage, no cash payment will be made in lieu of the insurance. Part-time employees shall participate in accordance with guidelines set forth by Human Resources.

ARTICLE 37 VISION CARE INSURANCE

37.1 The CITY shall offer employees and their dependents(s), including qualified domestic partners, a vision care program which provides an eye examination and an allowance for lenses and frames once each twelve (12) months. The deductible shall not exceed twenty dollars (\$20.00). A summary description of the program and the current premium costs can be found on the Employee Services web page.

37.2 Part-time employees may elect to participate in vision plan and the CITY will contribute a percentage equaling the employee's authorized position full-time equivalent (FTE) of the amount towards the selected coverage. The regular part-time employee will be responsible for the balance of the premium through payroll deductions. If the regular part-time employee does not select coverage, no cash payment will be made in lieu of the

ARTICLE 38 LIFE INSURANCE

38.1 Employee

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

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

38.2 The additional amount, up to the maximum indicated above, shall only be purchased at the cost of the employee through a payroll deduction program.

38.3 Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier.

38.4 Optional spouse or domestic partner life insurance up to \$50,000 may be purchased through payroll deduction.

38.5 The amount of spouse or domestic partner life insurance may not exceed 50% of the supplemental insurance amount the employee has on him/herself.

38.6 The CITY shall provide each employee under this program with a certificate of coverage and the summary description of the program can be found on the Employee Services web page.

ARTICLE 39 DEPENDENT LIFE INSURANCE

39.1 Employees shall receive term life insurance coverage for their families, including qualified domestic partners, in the amount of \$1,500 per family member. However, employees may not cover spouses/domestic partners who are also employees of the City under this plan as it is not allowed by the carriers.

ARTICLE 40 LONG-TERM DISABILITY INSURANCE

40.1 The CITY shall offer employees a long-term disability insurance program that provides coverage equal to the lesser of 60% of your Basic Monthly Earnings or \$6,000, minus other Income, with a waiting period of 60 days subject to the terms and conditions provided by the LTD carrier.

40.2 The CITY shall contribute the monthly premium calculated for the employee.

40.3 The CITY shall provide each employee under this program with a certificate of coverage upon request. The summary description of the program can on the Employee Services web page.

ARTICLE 41 **DEPENDENT CARE ASSISTANCE PROGRAM**

41.1 Effective January 1, 1991, the CITY shall provide a Dependent Care Assistance Program (flexible spending account Section 125) consistent with State and Federal law.

ARTICLE 42 **ADDITIONAL INSURANCE PLANS**

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

ARTICLE 43 **MISCELLANEOUS RETIRED EMPLOYEES HEALTH INSURANCE**

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

43.2 Employees enrolled in the health plan, in the month prior to retirement, who have access to another employer provided insurance plan, may exercise a waiver that allows them a one-time option to re-enroll in the waived health plan within thirty (30) days of termination of that other employer provided insurance plan. Proof of the loss of prior coverage will be required to reenroll in City retiree plan.

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

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

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

ARTICLE 44 **RETIREMENT – MISCELLANEOUS EMPLOYEES**

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

Employee Type

Retirement Program

Miscellaneous

“3% at 60 formula” effective May 4, 2003

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

44.3 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%.

44.4 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.

44.5 The City will implement a new two-tiered retirement plan for newly hired employees. Effective upon implementation of this two-tiered retirement benefit with all miscellaneous units, the City shall amend its contract with PERS. The amended contract shall provide employees hired after the effective date of the amendment with the benefit under the State Public Employees Retirement System known as 2.5% @ 55. Employees hired prior to the effective date of amendment shall continue with the benefit under the State Public Employees Retirement System known as 3.0% @ 60.

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

44.7 The CITY shall provide each employee a description of this retirement plan and information is available on the CalPERS website at www.calPERS.ca.gov .

ARTICLE 45 **PERS COST SHARING CONTRIBUTIONS – EXECUTIVE MANAGEMENT**

45.1 The PERS cost-sharing described below is made under section 20516(f) of the California Public Employees’ Retirement Law (PERL). In accordance with section 20516(f), the City and Unit 10 – Miscellaneous Executive Management employees agree that the Executive Management’s cost sharing contributions will fund the cost of the 3% @ 60 benefit, an “optional benefit” provided to Miscellaneous employees effective May 4, 2003.

45.2 According to the CalPERS actuary, the maximum allowable cost sharing for that benefit is 9.472% of employees' compensation earnable (i.e., PERSable compensation) through June 30, 2022.

45.3 Accordingly, the maximum employee cost-sharing contributions will not exceed 9.472% of employees' PERSable compensation, excluding the value of EPMC. The cost-sharing described in Article 45.4 will not be documented in a contract amendment with PERS; accordingly, the cost-sharing contributions under this Article 45.4 will not be treated as member contributions for PERS purposes. The City shall adopt a 414(h)(2) pick-up resolution, characterizing the cost-sharing contributions as pre-tax employer contributions for federal income tax purposes.

45.4 Effective January 1, 2012, Miscellaneous Executive Management employees shall contribute 2% of PERSable compensation, excluding the value of EPMC, for the Employer Cost of the optional benefit known as 3%@ 60. The 2% contribution shall be pre-tax.

45.5 The 2% amount will be deducted from City pay and no employee may elect to receive cash in lieu of the contribution.

45.6 In the event there is a change in PERS laws that negatively affects employee's retirement either prior to or after January 1, 2012, then this provision shall become null and void unless otherwise agreed by Executive Management.

45.7 The City further agrees that in the event that the City is unable to obtain a similar concession from other employees in the next fiscal year, this provision shall be subject to renegotiation.

45.8 PERS cost sharing contributions for Public Safety Executive Managers are set forth in Attachments A and B.

ARTICLE 46 **PAYMENT FOR 3% AT 60 – MISCELLANEOUS MANAGEMENT AND CONFIDENTIAL**

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

46.2 Effective July 1, 2002, there shall be a one and five-tenths percent (1.5%) increase for each miscellaneous classification in Units #10 and 11. This increase reflects

a three and one-tenths percent (3.1%) reduction to partially fund a PERS retirement of 3% at 60.

46.3 Effective July 1, 2003, there shall be a 2.45% due to pay toward the cost of the 3% at 60 retirement benefit.

46.4 Effective July 1, 2004, there shall be a 2.47% due to pay for the cost of the 3% at 60 retirement.

46.5 In the event the COLA's granted for fiscal years 2003/04 and 2004/05 are not sufficient to cover the agreed upon cost, 2.45% effective July 1, 2003 and 2.47% effective July 1, 2004, the difference between the payment made from COLA on July 1, 2003 and the 2.45% due for the cost of the benefit will be paid by a pre-taxed payroll deduction effective July 1, 2003.

46.6 If the COLA granted effective July 1, 2004 is sufficient to pay the 2.47% due plus all or any portion of the 2.45% amount due from July 1, 2003, the aforementioned payroll deduction or portion thereof will end. If the COLA is not sufficient to cover the agreed upon cost of 2.47% effective July 1, 2004, plus the remaining 2.45% cost due from July 1, 2003, the difference between the COLA received on July 1, 2004 and the amount due will be paid by a pre-taxed payroll deduction effective July 1, 2004.

46.7 Effective July 1, 2005, the CITY shall offset the 2.92% due to the 3% at 60 benefit and the aforementioned payroll deductions shall end.

ARTICLE 47 **MILITARY, PEACE CORP AND VISTA BUY BACK:**

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

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

ARTICLE 48 **PERS "PICK-UP"**

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

ARTICLE 49 **MANAGEMENT SALARY PLAN AND PERFORMANCE
EVALUATION SYSTEM**

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

ARTICLE 50 **SALARY SCHEDULE**

50.1 Base pay for employees in Units 10, 11 and 12 will remain unchanged for the term of this agreement, except as otherwise stated in this document. A current salary schedule can be found at:

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

50.2 **Mandatory Time Off – Miscellaneous Executive Management**

50.2.1 Effective July 1, 2011, all miscellaneous Executive Management employees are responsible for taking forty-eight (48) hours of Mandatory Time Off (MTO) without pay by June 30, 2012 in accordance with the City's MTO Policy for Management Employees. The forty-eight hours shall be pro-rated for part-time employees. The corresponding pay reduction shall not affect the employee's base pay rate.

50.2.2 The City anticipates identifying specific dates for closure, during which employees will be expected to take MTO. Dates include, but are not limited to December 27, 28 and 29, 2011. Employees who are required to work during the closure periods will be responsible for taking the full forty-eight (48) hours by June 30, 2012. If the City is unable to identify closure periods for the full 48 hours of MTO, employees remain responsible for scheduling and using any remaining MTO by June 30, 2012.

50.2.3 Effective the pay period beginning July 3, 2011, the cost of the 48 hours will be amortized over 25 pay periods during FY 11/12. Employees' paychecks will be reduced by the equivalent of 1.92 hours with a pre-tax, bi-weekly payroll deduction. Part-time employees' payroll deductions shall be pro-rated based upon the FTE equivalent.

50.2.4 If an employee retires or leaves the City mid-year and the fiscal year-to-date MTO pay they have received exceeds the fiscal year-to-date amount of their payroll deduction, the difference will be deducted from the employee's final paycheck. Employees shall take MTO in accordance with the City's MTO Policy.

50.3 Mandatory Time Off – Middle Management and Confidential

50.3.1 Effective July 1, 2011, all Middle Management and Confidential employees are responsible for taking sixty-eight and one-half (68.5) hours of Mandatory Time Off (MTO) without pay by June 30, 2012 in accordance with the City's MTO Policy for Management or Non-Management Employees. The sixty-eight and one-half hours shall be pro-rated for part-time employees. The corresponding pay reduction shall not affect the employee's base pay rate.

50.3.2 The City anticipates identifying specific dates for closure, during which employees will be expected to take MTO. Dates include, but are not limited to December 27, 28 and 29, 2011. Employees who are required to work during the closure periods will be responsible for taking the full sixty-eight and one-half (68.5) hours by June 30, 2012. If the City is unable to identify closure periods for the full 68.5 hours of MTO, employees remain responsible for scheduling and using any remaining MTO by June 30, 2012.

50.3.3 Effective the pay period beginning July 3, 2011, the cost of the 68.5 hours will be amortized over 25 pay periods during FY 11/12. Employees' paychecks will be reduced by the equivalent of 2.74 hours with a pre-tax, bi-weekly payroll deduction. Part-time employees' payroll deductions shall be pro-rated based upon the FTE equivalent.

50.3.4 If an employee retires or leaves the City mid-year and the fiscal year-to-date MTO pay they have received exceeds the fiscal year-to-date amount of their payroll deduction, the difference will be deducted from the employee's final paycheck.

50.4 Employees shall take MTO in accordance with the City's MTO Policy.

ARTICLE 51 UNIFORMS

51.1 Employees provided uniforms by the CITY or a uniform allowance for the purchase of uniforms shall wear the CITY prescribed uniform while at work and shall be responsible for the maintenance and upkeep of the uniforms in accordance with CITY policy.

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

ARTICLE 52 CONFIDENTIAL DIFFERENTIAL PAY

52.1 Classifications of Administrative Assistant, Senior Administrative Assistant and Administrative Secretary designated to the Confidential Unit shall maintain a minimum of 2.0% salary differential above the salary range for each corresponding classification in the CITY's Unit #4 – Administrative Support.

52.2 Internal equity for all other classifications within the Confidential Unit shall be preserved by maintaining the percentage spread (effective as of July 5, 2009) between the top step of Administrative Secretary – Confidential and top step of the following classifications: Legal Secretary, Legal Assistant/Law Clerk and Human Resources Technician. If there are significant changes to the Unit 4 MOU that impact compensation (e.g. concessions) then this Unit may be subject to the same or similar change(s).

ARTICLE 53 BILINGUAL PAY – MISCELLANEOUS EMPLOYEES

53.1 Employees in Units 11 and 12 who are fluent in Spanish and are designated by the Department head as eligible for bilingual pay shall receive 2% of base monthly salary as compensation for the additional responsibilities.

ARTICLE 54 RECORDING SECRETARY PAY

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

APPROVAL

APPROVED: 
Ernesto Olivares, Mayor

7/27/2011
Date

EXHIBIT A

NAME OF PLAN	Kaiser HMO	City PPO		City EPO
	Network Only	Participating Provider	Non-Participating Provider	Participating Provider Only
Employee Portion of Premium	12.5%	Employee Pays 15% - if medium cost plan premiums are 6% higher than lowest cost plan - Premium differences less than 6% - medium cost will still be 12.5% (on average)		Employee pays 20% if premiums are 12% or more higher than lowest cost plan. If premiums are between 6% and 12% higher than lowest plan, employee pays 15% of premium (on average)
Type of Plan/Service Area	HMO / Limited Service Area	Preferred Provider Organization / Any Service Area		Exclusive Provider Organization / California only
Access to Specialists	Must have PCP/ may refer yourself to some specialists within Kaiser	Can choose directly		Provider Referral or Self Referral
Network	Only when referred by Kaiser	BlueCross Prudent Buyer PPO	Available at higher cost	BlueCross Prudent Buyer PPO
Lifetime Maximum	Unlimited	Unlimited		Unlimited
Pre-existing Condition Exclusion	No	No		No
Deductible Per Person	None	250 \$300		None
Deductible Per Family	None	\$750 \$900 (3 per family)		None
Out of Pocket Maximum Per Person *	\$1,500	\$1,500	Not Applicable	\$1,500
Out of Pocket Maximum Per Family *	\$3,000	\$3,000	Not Applicable	\$3,000
Prescription Drug Benefit	KAISER	MEDCO		MEDCO
30 day supply	\$10 generic 50% co-payment for drugs to treat sexual dysfunction	\$5 generic/\$15 \$20 brand/\$45 \$50 non-formulary - Brand \$15 \$20 plus difference in cost over generic if generic readily available; Medically necessary only. 50% co-payment for drugs to treat sexual dysfunction		\$10 generic/\$20 \$25 brand ¹ /\$35 \$55 non-formulary - if medically necessary (plus difference in cost over generic if generic readily available) 50% co-payment for drugs to treat sexual dysfunction
Mail Order 90 days	\$10 generic 50% co-payment for drugs to treat sexual dysfunction	\$10/\$25/\$75 \$10/\$35/\$85 50% co-payment for drugs to treat sexual dysfunction		\$20/\$40/\$70 \$20/\$45/\$95 50% co-payment for drugs to treat sexual dysfunction
NOTE	N/A	All percentages are based on allowances under plan benefit - provider has agreed to accept allowable charge.	All percentages are of usual and customary charges - any charges above that are the responsibility of the employee.	N/A
Preventive Care: ob/gyn w/pap, mammograms, colonoscopy (PPO/EPO), prostate screenings, and physicals PER SCHEDULE. Well baby and prenatal visits.	\$0 (10) co-pay per visit (\$5 well-baby, prenatal)	\$20 \$0 copay per visit/ 100% other (per schedule)	40%	\$0 copay

EXHIBIT A

NAME OF PLAN	Kaiser HMO	City PPO		City EPO
	Network Only	Participating Provider	Non-Participating Provider	Participating Provider Only
Physician Office Visits (for everything except preventive services) - mental health is paid the same as physical health	\$10 \$20 co-pay	\$20 copay	40%	\$15 \$25 co-payment per visit
Lab & X-Ray (Diagnostic)	No Copay	20%	40%	No Charge \$25 copay
Emergency Services	\$50 \$75 co-payment per visit (Waived if admitted)	\$75 per visit for ER (Waived if admitted)	40%	\$75 per visit for ER or urgent care (Waived if admitted)
Ambulance	\$50 per trip	20%	40%	No charge \$50 per trip when medically necessary
In Patient Hospital Services (includes room & board) and Physician Services	\$100 per admission	20% for up to 120 days	40%	250 per admission
Out Patient Surgery Hospital	\$10 \$20 per procedure	20%	40%	250 per admission
Skilled Nursing Facility	No charge up to 100 days per plan year	20% Up to 60 days per confinement	40% Up to 60 days per confinement	\$250 per admission - 100 days maximum per calendar year
Home Health Care	No Charge - up to 100 visits	20% Up to 60 days per year	20% Up to 60 days per year	No charge for the first 30 days - \$10 \$25 co-pay starting with 31st calendar day after 1st visit (up to 60 days per year)
Physical, Speech and Occupational Therapy	\$10 \$20 co-payment per visit for short-term physical, speech and occupational when prescribed by a Kaiser physician and when significant improvement is expected within 2 months	20%	40%	Inpatient or Outpatient - No Charge \$25 copay
Maternity Coverage	\$5 %0 co-payment for prenatal visits- \$100 hospital charge	Prenatal - \$20 \$0 office visit co-pay hospitalization - 20%/80%	40%	\$15 \$0 co-payment for prenatal visits - \$250 hospital admission co-payment
Family Planning /infertility	\$10 \$20 co-payment per visit (diagnosis & ltd treatment per schedule)	Not Covered	Not Covered	Not Covered
Chiropractic/Acupuncture	Not Covered (Discounts Available)	20% Up to 20 visits per year for combined services.	40% Up to 20 visits per year for combined services.	Not Covered
Vision	\$10 \$20 co-pay per visit including routine eye exam (Eyewear not included)	20% Disease and accident only	40% Disease and accident only	\$15 \$25 co-pay Disease and Accident Only
Retiree Conversion	Yes (California only)	Yes		Yes (California only)
*OOP Max Includes	Medical Copays only Not RX	Med Copays & Coinsurance In Network, Not RX	Out of network excluded from OOP Max	Medical Copays only Not RX

Addendum A
To the Document Describing Wages Hours and Working Conditions
For Managers in the City's Units 10, 11 and 12

POLICE CHIEF

This Addendum to the Unit 10,11and 12 Document covers benefits specific to the Police Chief classification for the sections identified. Except as specifically provided herein, all other terms and conditions set forth in the Document apply to the Police Chief. In the event of any conflict between the terms and conditions of this Addendum and the Document with respect to the Police Chief, the terms of this Addendum shall control.

ARTICLE A.1 **INDUSTRIAL INJURY OR ILLNESS LEAVE**

A.1.1 Benefits for safety employees shall be as provided for under Section 4850 of the Labor Code in lieu of the provisions set forth in Article 23. Sick leave shall not be used for an industrial injury or illness.

ARTICLE A.2 **UNIFORMS**

A.2.1 Employees in the classification of Police Chief shall receive an annual uniform allowance of \$875.00 per year on the first day of the fiscal year payable during the month of August for the purchase of uniforms as specified by the CITY. No employee shall receive a uniform allowance more than once during each fiscal year.

ARTICLE A.3 **HEALTH INSURANCE – POLICE CHIEF**

A.3.1 Effective July 1, 1998, and subject to the provisions above, the CITY shall offer the Police Chief, his/her dependents, including qualified domestic partner, a health insurance program through the PERS Health Benefits Program. Eligibility and participation in this program shall be in accordance with the rules promulgated by PERS.

A.3.2 The City contribution to health insurance for active employees will be the minimum contribution required by CalPERS.

A.3.3 The total City allowance for active employees shall be equal to the Northern California PERS Kaiser rate and adjusted each January to equal the new Northern California PERS Kaiser rate.

A.3.4 Effective January 1, 2008 the Additional City Contribution shall be determined by taking the Northern California PERS Kaiser premium rates at each level of coverage and subtracting the City health insurance contribution.

A.3.5 Applicable monthly premium and premium contributions for the PERS Health Benefits Program can be found on the Employee Services web page.

A.3.6 All employees shall select health insurance coverage unless the employee requests a waiver of coverage from PERS through the Human Resources Department. Such waiver shall only be granted if the employee shows proof of other coverage from another carrier. Should an employee who has obtained a waiver of this provision lose such alternate coverage, the employee shall notify PERS or the Human Resources Department and enroll in a PERS sponsored health insurance program within 30 (thirty) days after termination of such coverage.

A.3.7 The CITY shall provide an additional CITY contribution over and above the PERS health insurance contribution to employees based on their family status. Employees who do not use their allowance for health insurance may choose to have the unused amount equal to the CITY'S additional allowance for single (\$568.99, as adjusted annually) contributed to the Dependant Care spending option in the CITY'S flexible benefit plan (Section 125) up to a total of \$5,000 per calendar year. The portion of the allowance not utilized by the employee shall remain with the CITY.

A.3.8 That portion of PERS plan costs that exceed the amount of the City allowance shall be paid by the employee through automatic pre-tax payroll deduction.

A.3.9 Retirees are eligible for health insurance through PERS. For retirees, the City has elected the unequal contribution option. This means the City contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Employees' Retirement Law, Section 22892(c) under the unequal method.

ARTICLE A.4 RETIREMENT

A.4.1 Employees are provided retirement benefits under the State Public Employees Retirement System as follows:

<u>Employee Type</u>	<u>Retirement Program</u>
Police Safety	"3% at 50" formula effective May 4, 2003

A.4.2 Sick leave shall not be used to extend a date of retirement; however, the Police Chief, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20862.8.

A.4.3 Effective January 1, 1982, for the public safety classification of Police Chief, the CITY amended its contract with PERS to provide the so-called "single highest year" Final Compensation Formula.

A.4.4 Second Tier Retirement Formula – Police Safety

The City will implement a new second tier retirement plan for newly hired Police Safety employees. The second tier shall not become effective until either agreement or implementation of a two tier retirement with Unit 9 – Public Safety Management or otherwise required by law. Any Police Chief hired after the effective date of the implementation of the second tier retirement formula shall only be entitled to receive retirement benefits under the second tier unless otherwise required by law. Any Police Chief hired before the effective date of the implementation of the second tier shall retain the retirement benefits in effect at the time of his/her hiring, unless otherwise required by law.

A.4.5 PERS Cost Sharing Contributions – Police Chief

A.4.5.1 The cost-sharing described in Article A.4.5.3 is made under section 20516(f) of the California Public Employees' Retirement Law (PERL). In accordance with section 20516(f), the City and the Police Chief agree that the Police Chief's cost-sharing contributions will fund the cost of the 3%@50 benefit, an "optional benefit" provided to Police Safety employees effective May 4, 2003.

A.4.5.2 According to the CalPERS actuary, the maximum allowable cost sharing for that benefit is 13.271% of employees' compensation earnable (i.e. PERSable compensation, excluding the value of EPMC) through June 30, 2022. Accordingly the maximum employee cost-sharing contributions will not exceed 10.79% of employees' PERSable compensation, excluding the value of EPMC. The cost-sharing described in Article A.4.5.3 will not be documented in a contract amendment with PERS; accordingly, the cost-sharing contributions under Article A.4.5.3 will not be treated as member contributions for PERS purposes. The City shall adopt a 414(h)(2) pick-up resolution, characterizing the cost-sharing contributions as pre-tax employer contributions for federal income tax purposes.

A.4.5.3 Effective January 1, 2012 the Police Chief shall contribute 2% of PERSable compensation, excluding the value of EPMC, for the Employer Cost of the optional benefit known as 3%@50. The 2% amount will be deducted from City pay and no employee may elect to receive cash in lieu of the contribution.

A.4.5.4 In the event there is a change in PERS laws that negatively affects employee's retirement either prior to or after January 1, 2012, then this provision shall become null and void unless otherwise agreed by Executive Management.

A.4.5.5 The City further agrees that in the event that the City is unable to obtain a similar concession from other employees in the next fiscal year, this provision shall be subject to renegotiation.

ARTICLE A.5 **SALARY – POLICE CHIEF**

A.5.1 The salary range for Police Chief shall be adjusted to ten percent (10%) above the classification of Police Captain.

A.5.2 Effective July 3, 2011, the new monthly salary range for the classification of Police Chief shall be: \$12,915 - \$16,034 per month.

A.5.3 Employee salary increases within the adjusted salary range shall be at the discretion of the City Manager.

A.5.4 If future increases or concessions are made by the respective Police Managers in Unit 9 – Public Safety Management, a review of the Police Chief salary range may be required.

A.5.5 Mandatory Time Off – Police Chief

The Police Chief shall receive the same salary concessions received by Miscellaneous Executive Management, as described in Article 50.2 – Mandatory Time Off – Miscellaneous Executive Management.

Addendum B
To the Document Describing Wages Hours and Working Conditions
For Managers in the City's Units 10, 11 and 12
FIRE CHIEF

This Addendum to the Unit 10,11 and 12 Document and covers benefits specific to the Fire Chief classification for the sections identified. Except as specifically provided herein, all other terms and conditions set forth in the Document apply to the Fire Chief. In the event of any conflict between the terms and conditions of this Addendum and the Document with respect to the Fire Chief.

ARTICLE B.1 **INDUSTRIAL INJURY OR ILLNESS LEAVE**

B.1.1 Benefits for safety employees shall be as provided for under Section 4850 of the Labor Code in lieu of the provisions set forth in Article 23. Sick leave shall not be used for an industrial injury or illness.

ARTICLE B.2 **HEALTH INSURANCE**

B.2.1 Effective July 1, 1998, and subject to the provisions above, the CITY shall offer the Fire Chief and his/her dependents, including qualified domestic partner, a health insurance program through the PERS Health Benefits Program. Eligibility and participation in this program shall be in accordance with the rules promulgated by PERS.

B.2.2 The City contribution to health insurance for active employees will be the minimum contribution required by CalPERS.

The total City allowance for active employees shall be equal to the CalPERS Blue Shield rate and adjusted each January to equal the new CalPERS Blue Shield rate.

B.2.3 Effective January 1, 2008 the "Additional City Contribution shall be determined by taking the CalPERS Blue Shield premium rates at each level of coverage and subtracting the City health insurance contribution.

B.2.4 Applicable monthly premium and premium contributions for the PERS Health Benefits Program -can be found on the Employee Services Web Page.

B.2.5 All employees shall select health insurance coverage unless the employee requests a waiver of coverage from PERS through the Human Resources. Such waiver shall only be granted if the employee shows proof of other coverage from another carrier. Should an employee who has obtained a waiver of this provision lose such alternate

coverage, the employee shall notify PERS or the Human Resources Department and enroll in a PERS sponsored health insurance program within 30 (thirty) days after termination of such coverage.

B.2.6 The CITY shall provide an additional CITY contribution over and above the PERS health insurance contribution to employees based on their family status. Employees who do not use their allowance for health insurance may choose to have the unused amount equal to the CITY'S additional allowance for single (\$675.51 as adjusted annually) contributed to the Dependant Care spending option in the CITY'S flexible benefit plan (Section 125) up to a total of \$5,000 per calendar year. The portion of the allowance not utilized by the employee shall remain with the CITY.

B.2.7 That portion of PERS plan costs that exceed the amount of the City allowance shall be paid by the employee through automatic pre-tax payroll deduction.

B.2.8 Retirees are eligible for health insurance through PERS. For retirees, the City has elected the unequal contribution option. This means the City contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Employees' Retirement Law, Section 22892(c) under the unequal method.

ARTICLE B.3 **RETIREMENT**

B.3.1 Employees are provided retirement benefits under the State Public Employees Retirement System as follows:

<u>Employee Type</u>	<u>Retirement Program</u>
Fire Safety	"3% at 50 formula"

B.3.2 Sick leave shall not be used to extend a date of retirement; however, the Fire Chief, upon retirement, may convert his/her unused sick leave balance to service credit as provided by Government Code Section 20862.8.

B.3.3 Effective November 1, 1983, the CITY amended its contract with PERS to provide the so-called "single highest year" Final Compensation Formula for Fire Safety employees.

B.3.4 Second Tier Retirement Formula – Fire Safety

B.3.4.1 The City will implement a new second tier retirement plan for newly hired Fire Safety employees. The second tier shall not become effective until either agreement or implementation of a two tier retirement with Unit 9 – Public Safety Management or otherwise required by law.

B.3.4.2 Any Fire Chief hired after the effective date of the implementation of the second tier retirement formula shall only be entitled to receive retirement benefits under the second tier unless otherwise required by law. Any Fire Chief hired before the effective date of the implementation of the second tier shall retain the retirement benefits in effect at the time of his/her hiring, unless otherwise required by law.

B.3.5 PERS Cost Sharing Contributions – Fire Chief

B.3.5.1 The cost-sharing described in Article B.3.5.3 is made under section 20516(f) of the California Public Employees' Retirement Law (PERL). In accordance with section 20516(f), the City and the Fire Chief agree that Fire Chief's cost-sharing contributions will fund the cost of the 3%@50 benefit, an "optional benefit" provided to Fire Safety employees effective July 1, 2001.

B.3.5.2 According to the CalPERS actuary, the maximum allowable cost sharing for that benefit is 10.790% of employees' compensation earnable (i.e. PERSable compensation, excluding the value of EPMC) through June 30, 2021. Accordingly the maximum employee cost-sharing contributions will not exceed 10.79% of employees' PERSable compensation, excluding the value of EPMC. The cost-sharing described in Article B.3.5.3 will not be documented in a contract amendment with PERS; accordingly, the cost-sharing contributions under Article B.3.5.3 will not be treated as member contributions for PERS purposes. The City shall adopt a 414(h)(2) pick-up resolution, characterizing the cost-sharing contributions as pre-tax employer contributions for federal income tax purposes.

B.3.5.3 Effective January 1, 2012, the Fire Chief shall contribute 2% of PERSable compensation, excluding the value of EPMC, for the Employer Cost of the optional benefit known as 3%@50. The 2% amount will be deducted from City pay and no employee may elect to receive cash in lieu of the contribution.

B.3.5.4 In the event there is a change in PERS laws that negatively affects employee's retirement either prior to or after January 1, 2012, then this provision shall become null and void unless otherwise agreed by Executive Management.

B.3.5.5 The City further agrees that in the event that the City is unable to obtain a similar concession from other employees in the next fiscal year, this provision shall be subject to renegotiation.

ARTICLE B.4

SALARY - FIRE CHIEF

B.4.1 The salary range for the classification of Fire Chief shall be adjusted to ten percent (10%) above the classification of Deputy Fire Chief.

B.4.2 Effective July 3, 2011, the adjusted monthly salary range for the classification of Fire Chief shall be: \$12,408 - \$15,923 per month.

B.4.3 Employee salary increases within the adjusted salary range shall be at the discretion of the City Manager.

B.4.4 If future increases are received or concessions are made by the respective Fire Managers in Unit 9 – Public Safety Management, a review of the Fire Chief salary range may be required.

B.4.5 Mandatory Time Off – Fire Chief

The Fire Chief shall receive the same salary concessions received by Miscellaneous Executive Management, as described in Article 50.2 – Mandatory Time Off – Miscellaneous Executive Management.

ARTICLE B.5

FIRE DEPARTMENT DUTY CHIEF

B.5.1 The Fire Chief may act as Duty Chief, as appropriate. When assigned this duty, the Fire Chief shall be required to have immediate access to all equipment necessary to respond to Code 3 emergencies. When performing the duties of Duty Chief, the Fire Chief shall receive an additional four dollars and thirty five cents (\$4.35) per hour for each hour so assigned (equivalent to \$556.80 per week).