

EXHIBIT "A" TO RESOLUTION NO. 27946
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SANTA ROSA
AND THE
SANTA ROSA CITY EMPLOYEES ASSOCIATION
FOR AND ON BEHALF OF THE EMPLOYEES IN THE
CITY'S UNIT #4 – SUPPORT SERVICES
CITY'S UNIT #6 – PROFESSIONAL
CITY'S UNIT #7 - TECHNICAL
JULY 1, 2011 – JUNE 30, 2012

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ARTICLE 1 DESIGNATION OF THE PARTIES

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

ARTICLE 2 RECOGNITION

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

ARTICLE 3 MUTUAL RESPONSIBILITY

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

ARTICLE 4 TERM

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

ARTICLE 5 RENEGOTIATION

5.1 If the Association wants to negotiate a successor Agreement, it shall submit its request to begin negotiations, as well as its full and entire written proposal to amend the Agreement, to the City by March 1, 2012.

5.2 Once the request and proposal are received by the City, negotiations shall begin within fifteen (15) days or not later than March 12, 2010.

ARTICLE 6 DEFINITIONS

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

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

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

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

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

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

ARTICLE 7 CITY RIGHTS

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

the right to:

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

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

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

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

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

ARTICLE 8 EMPLOYEE AND ASSOCIATION RIGHTS

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

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

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

ARTICLE 9 ASSOCIATION LEAVE

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

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

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

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

ARTICLE 10 LEAVE OF ABSENCE

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

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

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

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

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

ARTICLE 11 JURY LEAVE

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

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

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

ARTICLE 12 BEREAVEMENT LEAVE

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

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

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

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

ARTICLE 13 MILITARY LEAVE

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

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

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

ARTICLE 14 INDUSTRIAL INJURY OR ILLNESS LEAVE

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

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

14.3 City Supplemental Workers' Compensation Plan

This plan supplements the State plan and provides:

14.3.1 The employee shall receive full salary from the City.

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

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

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

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

14.4 State Workers' Compensation Plan

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

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

14.4.2 No sick leave shall be charged the employee.

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

14.4.4 No regular City salary shall be paid.

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

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

ARTICLE 15 SICK LEAVE

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

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

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

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

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

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

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

15.5.1 Participating in a criminal act;

15.5.2 Participating in a riot;

15.5.3 Working for an employer other than the City;

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

15.5.5 During a layoff, leave of absence or disciplinary suspension;

and/or,

15.5.6 After a termination date.

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

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

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

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

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

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

15.12 Sick Leave - Reinstatement

Sick leave reinstatement shall be administered in accordance with Rule 4, Section 1 of the Personnel Rules and Regulations.

15.13 Sick Leave - Initial Probationary Period

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

15.14 Sick Leave - Family Illness

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

15.15 Sick Leave - Retirement

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

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

15.16 Sick Leave - Employee Death

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

ARTICLE 16 HOLIDAYS

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

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

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

16.3 Floating Holidays must be taken during the fiscal year in which they are earned. During the first year of employment employees hired between July 1 and December 31 shall receive 16 hours and employees hired between January 1 and June 30 shall receive 8 hours of Floating Holiday time.

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

16.5 Holiday pay shall be computed based on the number of hours in the employee's regular work shift times the employee's regular hourly rate of pay. The regular work shift for employees participating in a 4/10 schedule or a 9/80 schedule shall be considered to remain at 8 hours for purposes of computing holiday pay. An employee assigned to a 4/10 work schedule shall use two (2) hours of appropriate accrued leave balances to fulfill the requirement of recording ten (10) regular hours for each holiday taken off (8 hours holiday plus 2 hours appropriate accrued leave balances). An employee assigned to a 9/80 work schedule shall use one (1) hour of appropriate accrued leave balances to fulfill the recording nine (9) regular hours for each holiday taken off (8 hours holiday plus 1 hour appropriate accrued leave balances).

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

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

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

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

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

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

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

ARTICLE 17 VACATION

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

YEARS OF SERVICE	HOURS EARNED MONTHLY	HOURS EARNED ANNUALLY	MAXIMUM HOURS
1 – 4	6-2/3	80	160
5 – 11	10	120	240
12 – 24	13 1/3	160	320
25+	16 2/3	200	400

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

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

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

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

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

ARTICLE 18 **WORK SCHEDULE**

18.1 Nothing herein shall be considered a guarantee of a minimum number of

hours of work per day or per week.

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

18.2.1 See Unit #7 Appendix

18.2.2. See Unit #7 Appendix

18.2.3 See Unit #7 Appendix

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

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

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

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

18.6.1 The rest period shall be with pay;

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

18.6.3 The rest period is a recess to be preceded and followed by an

extended period of work;

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

18.6.5 Rest periods shall not accumulate if not taken.

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

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

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

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

18.7.3 See Unit #7 Appendix

ARTICLE 19 SALARIES

19.1. Effective July 1, 2011, Unit 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 non-management employees. The corresponding pay reduction shall be amortized throughout the remainder of the fiscal year and shall not affect the employee's base pay rate.

19.1.1 By August 1, 2011 the City will identify specific dates for closure, during which employees will be expected to take MTO. The Unit agrees to comply with those dates as long as employee pay checks will not be reduced more than the equivalent of 2.74 hours per pay period. 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 68.5 hours by June 30, 2012. Department Heads will determine employee work schedules during the closure periods. 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.

19.1.2 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. Unit employees' paychecks will be reduced by the equivalent of 2.74 hours with a bi-weekly pre-tax payroll deduction. Part-time employees' payroll deductions shall be pro-rated based upon the FTE equivalent.

19.1.3 MTO hours shall count toward the accumulation of hours in a paid status as it related to MOU overtime/comp time. MTO shall not count toward hours worked for FLSA overtime.

19.1.4 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.

19.1.5. MTO shall be taken in minimum increments of 15 minutes.

Details of the MTO program can be found in the MTO Policy on the Employee Services Web page.

ARTICLE 20 PERS "PICK-UP"

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

ARTICLE 21 OVERTIME

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

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

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

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

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

ARTICLE 22 COMPENSATORY TIME OFF (CTO)

22.1 Selection of CTO

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

22.2 Use of CTO

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

22.3 Payment of CTO

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

22.3.1 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.

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 23 INSURANCE PROGRAMS

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

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

ARTICLE 24 HEALTH INSURANCE

24.1 The City shall offer employees and their dependent(s), including qualified

domestic partners, a health insurance program under the terms set forth below.

24.1.1 Employees shall share in the cost of the monthly premium at the rate of 12.5% of the premium, through December 31, 2011, through payroll deduction. Deductions occur semi-monthly. Current contributions can be found on the Employee Services web page.

24.2 Effective January 1, 2012, the following changes shall take place in the health insurance program

24.2.1 The Exclusive Provider Organization plan (EPO) shall not be available to Association employees. Employees enrolled in the EPO plan will need to select another plan during open enrollment.

24.2.2 Plan design changes (Exhibit A) shall be effective.

24.2.3 Employees shall share in the cost of the monthly premium at the rate of 13.5% of the premium, regardless of the health plan selected.

24.3 Effective January 1, 2013, employees shall share in the cost of the monthly premium at the rate of 14.5% of the premium, regardless of the health plan selected.

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

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

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

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

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

ARTICLE 25 DENTAL INSURANCE

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

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

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

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

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

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

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

year for the following benefits:

Benefits	Program Pays	Employee Pays
Diagnostic & Preventive	100%	-0-
Other Basic	80%	20%
Crowns, Jackets and Cast Restoration	80%	20%
Prosthetic	80%	20%
Orthodontic	50%	50%

\$2000 lifetime maximum per person for orthodontics

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

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

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

ARTICLE 26 VISION CARE INSURANCE

26.1 The City shall offer employees and their dependent(s), including qualified domestic partners, a vision care program which provides an eye examination, and an

allowance for lenses and frames once each twelve (12) months. The deductible shall not exceed twenty dollars (\$20.00).

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

26.3 The City shall provide a vision care insurance program for part-time employees. Part-time employees may elect to participate in the vision plan, and the City will contribute a percentage of the amount equaling the employee's authorized position full-time equivalency (FTE) towards the selected coverage. The part-time employees will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance. Employees may elect to enroll in the vision program in accordance with guidelines set forth in Article 26.4.

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

ARTICLE 27 LIFE INSURANCE

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

27.2 Additional term life insurance up to \$200,000 may be purchased by each employee at his/her cost through a payroll deduction system. Proof of good health may be required for employee paid life insurance subject to the rules of the insurance carrier. Optional spouse or domestic partner life insurance up to fifty thousand dollars (\$50,000) may also be purchased through payroll deduction. Effective October 1, 2004, the

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

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

ARTICLE 28 LONG-TERM DISABILITY INSURANCE

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

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

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

ARTICLE 29 ADDITIONAL INSURANCE PLANS

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

ARTICLE 30 RETIRED EMPLOYEES HEALTH INSURANCE

30.1 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 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.

30.2 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.

30.3 If the City institutes a program where it pays all or any portion of the health insurance costs for retired employees, then such program shall be extended on the same basis and at the same time to the employees in this Unit who retire during the term of this Agreement. See Article 30.1.

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

ARTICLE 31 RETIREMENT

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

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

31.1.1 The Association and the City have reached agreement on a new

2-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.

31.2 Effective July 9, 2000, the City amended its contract with PERS to provide the so-called "single highest year" Final Compensation Formula for PERS Miscellaneous employees. Effective July 9, 2000, the City amended its contract with PERS to provide Pre-Retirement Optional Settlement 2 Death Benefit. Effective May 4, 2003, the City amended its contract with PERS to provide the 3% at 60 retirement formula.

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

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

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

31.6 The City has established a retiree health stipend benefit plan and trust. It is intended that, under this plan and trust, benefits paid to employees will be tax free,

contributions will be pre-tax and trust income will be tax exempt. The City and Association will take all steps necessary to achieve these goals including an amendment to this MOU if necessary.

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

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

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

31.6.4 **Plan Adoption:** The approved plan is adopted effective January 1, 2008 and all employees leaving the bargaining unit that date or thereafter are subject to the terms of the plan.

31.6.5 Employees are eligible to receive benefits when they terminate City employment, reach the age of 55, and have 4 or more years of service within the unit as defined in the Plan. For employees covered by this Agreement as of January 1, 2008, all time in service with the City prior

to that date is considered in computing years of service in the plan. After January 1, 2008, only time in service within the bargaining unit is considered in computing years of service for the Plan.

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

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

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

WHOLE YEARS OF SERVICE	ACCRUED BENEFIT PERCENTAGE	AMOUNT OF MONTHLY STIPEND in Jan 2008
Less than 4 years service	None	0
4 years	8.33%	\$8.33
5	16.66%	\$16.66
6	25%	\$25.00

7	33.33%	\$33.33
8	41.66%	\$41.66
9	50%	\$50.00
10	58.33%	\$58.33
11	66.66%	\$66.66
12	75%	\$75.00
13	83.33%	\$83.33
14	91.66%	\$91.66
15 or more	100%	\$100.00

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

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

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

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

ARTICLE 32 UNIFORMS

32.1 If the City requires an employee to wear a uniform, the City will provide, and employees shall wear at all times when on duty, full uniforms to include shirt, tee

shirts, pants, jacket and baseball cap, as weather conditions dictate.

32.2 Employees provided uniforms or a uniform allowance by the City shall receive them by the first day of November each fiscal year. Employees shall be responsible for the normal maintenance and upkeep of uniforms and work clothes in accordance with City policy. Annual uniform allowance shall be one hundred and ninety dollars (\$190).

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

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

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

ARTICLE 33 CALL BACK

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

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

33.1.2 The return is necessitated by unanticipated work requirements; and

33.1.3 The employee actually returns to work.

33.2 An employee who is ordered to begin his/her shift up to two (2) hours prior

to normal starting time shall not be eligible to call back pay for that early call back.

33.3 Civilian employees of the Police Department, who provide support services for the Special Response Unit and the Crisis Negotiations Unit, and are required to return to duty to provide said support, shall receive call back pay as provided in Article 33.1.

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

ARTICLE 34 COURT APPEARANCES

34.1 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.

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

ARTICLE 35 STANDBY ASSIGNMENT

See Unit #7 Appendix for details

ARTICLE 36 SHIFT DIFFERENTIAL

See Unit #4 Appendix and Unit #7 Appendix

ARTICLE 37 RULES AND REGULATIONS

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

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

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

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

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

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

ARTICLE 38 WORK CURTAILMENT

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

ARTICLE 39 CONTRAVENTION OF LAWS

39.1 The provisions of this Understanding shall be subordinate to any present or

subsequent Federal law, State law or City Charter provisions.

ARTICLE 40 SEVERABILITY

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

ARTICLE 41 FULL UNDERSTANDING, MODIFICATION, WAIVER

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

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

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

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

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

ARTICLE 42 CATASTROPHIC LEAVE

42.1 Employees may donate accrued leave to other employees suffering from a catastrophic illness or injury either to themselves, a spouse, a qualified domestic partner, a parent or a dependent minor child. See the Catastrophic Leave Policy on the Employee Services Web page for more information.

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

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

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

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

42.6 Employees donating vacation or compensatory time must donate in increments of whole hours. The donating employee must have a vacation leave

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

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

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

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

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

ARTICLE 43 ACTING SENIOR WASTEWATER PLANT OPERATOR

See Unit #7 Appendix for details

ARTICLE 44 GRIEVANCE REPRESENTATIVE

44.1 Number of representatives

44.1.1 There shall be a reasonable number of grievance representatives

in this Unit.

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

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

44.2 Release Time

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

44.2.2 The grievance representative shall operate within their designated area.

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

44.2.4 The grievance representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter will be granted promptly unless

it will have an undue impact on the operation of the Department. If the grievant cannot be made available, his/her release from work shall be made as soon as practical.

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

44.3 Recognized Representative

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

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

ARTICLE 45 ASSOCIATION/MANAGEMENT MEETINGS

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

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

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

ARTICLE 46 TIME SAVINGS PLAN

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

leave except as provided in Article 47.2.

46.2 Because of mandatory time off described in Article 19.1, the Time Savings Plan (TSP) enrollment shall be temporarily suspended for the Unit until July 2012.

ARTICLE 47 OVERTIME FOR NIGHT MEETINGS

47.1 Any employee covered under this Agreement shall receive a minimum of two (2) hours of overtime pay for hours actually worked any time he/she is required by the City to attend and, in fact, does attend an evening meeting.

ARTICLE 48 RECORDING SECRETARY

See Unit #4 Appendix for details.

ARTICLE 49 ADVANCED COMPUTER SYSTEMS ADMINISTRATION

See Unit #4 Appendix for details.

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

See Unit #6 Appendix for details.

ARTICLE 51 BILINGUAL PAY

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

ARTICLE 52 PARKING OPERATIONS AIDE PREMIUM

See Unit #7 Appendix for details.

UNIT 4

APPENDIX

ARTICLE 37 SHIFT DIFFERENTIAL

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

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

ARTICLE 49 RECORDING SECRETARY

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

ARTICLE 50 ADVANCED COMPUTER SYSTEMS ADMINISTRATION

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

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

UNIT 6

APPENDIX

ARTICLE 33 UNIFORMS

33.4 Footwear

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

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

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

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

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

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

UNIT 7
APPENDIX

ARTICLE 18 WORK SCHEDULE

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

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

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

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

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

ARTICLE 33 UNIFORMS

33.4 Footwear

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

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

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

33.5 Parking Division Employees

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

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

33.5.2 New employees shall receive the uniform allowance during their

first month of employment and annually thereafter during the month of August.

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

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

33.6 Effective July 1, 2008 the City shall provide a uniform allowance for Administrative Technicians required by the Police Department to wear a uniform.

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

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

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

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

ARTICLE 36 STANDBY ASSIGNMENT

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

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

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

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

ARTICLE 37 SHIFT DIFFERENTIAL

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

37.2 Employees specified in Article 37.1 shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours worked during swing shift and a shift differential of one dollar and eighty cents (\$1.80) per hour for all hours worked during graveyard shift.

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

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

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

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

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

37.7.1 Graveyard Shift – Effective July 1, 2009, employees shall receive a shift differential of one dollar and eighty (\$1.80) per hour for all hours worked between twelve (12) a.m. and eight (8) a.m.

37.7.2 Swing Shift – Effective August 2, 2009, employees shall receive a shift differential of one dollar and forty cents (\$1.40) per hour for all hours worked between four (4) p.m. and twelve (12) a.m.

ARTICLE 44 ACTING SENIOR WASTEWATER PLANT OPERATOR

44.1 Wastewater Operator I/II assigned as Acting Senior Wastewater Plant Operator shall be paid thirty five dollars (\$35) per shift while so assigned.

ARTICLE 53 PARKING OPERATIONS AIDE PREMIUM

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

ARTICLE 55 BUILDING INSPECTOR ACTING PAY

55.1 Effective July 1, 2008 employees in the classification of Building Inspector who are assigned, in writing, by the Director of the Department of Community Development, to the ongoing responsibility of assuming those duties normally associated with the Senior Building Inspector position, shall receive a premium pay of up to five percent (5%) above his/her current salary.

EXHIBIT A				** Not Available to Units 4-6-7
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/ \$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				** Not Available to Units 4-6-7
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 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 mo	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 sched.)	Not Covered	Not Covered	Not Covered
Chiropractic/Acupuncture	Not Covered (Discounts Available)	20% Up to 20 visits per year for combined svcs.	40% Up to 20 visits per year for combined services.	Not Covered
Vision	\$10 \$20 co-pay per visit including routine eye exam (Eyeware not incl.)	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 & oinsurance In Network, Not RX	Out of network excluded from OOP Max	Medical Copays only Not RX