

**EXHIBIT "A" TO RESOLUTION NO. 27939**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF SANTA ROSA**

**AND THE**

**SANTA ROSA POLICE MANAGEMENT ASSOCIATION**

**FOR AND ON BEHALF OF THE EMPLOYEES IN THE**

**CITY'S UNIT #9 – PUBLIC SAFETY MANAGEMENT**

**July 1, 2011 through June 30, 2012**

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**CITY OF SANTA ROSA AND POLICE MANAGEMENT ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**ARTICLE 1**            **DESIGNATION OF THE PARTIES**

This Agreement is by and between the CITY of Santa Rosa, hereinafter referred to as "CITY", and the Santa Rosa Police Management Association, hereinafter referred to as "ASSOCIATION".

**ARTICLE 2**            **RECOGNITION**

Pursuant to Ordinance No. 1515, the Employer-Employee Relations Ordinance of the CITY of Santa Rosa and applicable state law, the Santa Rosa Police Management Association was designed by the City of Santa Rosa City Council as the exclusive representative of City employees in CITY's Unit #9, Police Sergeants, Police Lieutenants, Police Captains, Fire Battalion Chiefs, Deputy Fire Chief – Fire Marshal and Deputy Fire Chief and (hereafter UNIT"). As used in this Agreement, the term "employee" shall refer only to the employee classifications comprising said Unit.

**ARTICLE 3**            **AUTHORIZED AGENTS**

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

A. Management's principal authorized agent shall be the City Manager or City Manager's designee, except where a particular CITY representative is specifically designed in the Agreement.

B. The Santa Rosa Police Management Association principal authorized agent shall be the ASSOCIATION's President; or the President's designee, except where a particular ASSOCIATION representative is specifically designed in the Agreement.

**ARTICLE 4**            **SEVERABILITY**

The provisions of this Agreement shall be subordinate to any present or subsequent federal law, state law or CITY Charter provision. Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

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

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

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.

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-Milius-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.

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.

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

**ARTICLE 6**                    **RENEGOTIATIONS**

6.1 In the event either party wants to renegotiate a successor Agreement, such party shall serve upon the other during the period January 1 to January 31 of the last year of the term of this Agreement, its written request to begin negotiations.

6.2 Formal negotiating sessions for a successor agreement shall commence no later than February 15, 2012.

**ARTICLE 7**                    **RULES AND REGULATIONS**

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

- A. Personnel Rules and Regulations.

B. Employer-Employee Relations Rules and Regulations.

CITY shall not change the rules and regulations listed herein without first meeting and conferring with the ASSOCIATION.

**ARTICLE 8            WORK CURTAILMENT**

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 9            PAYROLL DEDUCTION**

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.

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 UNION DUES**

SRPMA

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Department: \_\_\_\_\_

I authorize the CITY to deduct from wages earned by me, monthly ASSOCIATION dues as certified by the President of the ASSOCIATION and to remit the same to the ASSOCIATION at such time and in such manner as may be agreed upon between the CITY and the ASSOCIATION.

This authorization shall remain in effect for the duration of my employment with the CITY while I am employed as a police officer or until my termination from the CITY or until it is revoked by me in writing or until the ASSOCIATION is no longer my representative.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Address of Employee

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Delivery to CITY

The following certificate form shall be used by the ASSOCIATION when certifying membership dues:

**CERTIFICATION OF MEMBERSHIP DUES**

I certify that the membership dues for employees in the Unit is \$\_\_\_\_\_ per \_\_\_\_\_.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of President/Designee

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 ASSOCIATION Dues" and (2) the amount of the monthly membership dues certified by the ASSOCIATION has been delivered to the CITY at a place designed 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 designed by the CITY at least thirty (3) calendar days prior to the last pay day of the calendar month prior to the change becoming effective.

All sums deducted by the CITY shall be remitted to the ASSOCIATION at an address given to the CITY by the ASSOCIATION, 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 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 or penalties. If the assessment is made of compensatory time off, the CITY may, at its option, convert the assessment to the cash value thereof, and remit said assessment in cash. "Cash value" is defined as the unit average hourly salary, times the number of affected employee.

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

The CITY shall not be liable to the ASSOCIATION 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 employees; or from the employee's CTO bank as provided above. In addition, the ASSOCIATION shall indemnify and hold 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 10**            **ASSOCIATION RELEASE TIME**

10.1 The parties agree that one (1) on-duty employee acting as an employee representative for an employee in the Unit shall receive paid release time for the following activities:

- A. Any interview where an employee is afforded the right to a representative by the Government Code, any other law; or CITY or Departmental policy;
- B. Any pre-disciplinary hearing;
- C. Any Personnel Board hearing where disciplinary action is being reviewed;
- D. Any grievance hearing/meeting between an employee and their supervisor(s), i.e., Fire and Police Managers;
- E. Any grievance hearing before a Fire or Police Manager;
- F. Any grievance hearing before the Human Resources Director/City Manager designee;
- G. Any appeal hearing before the Personnel Board regarding the formal grievance; and
- H. Any mediation and/or arbitration hearings.

10.2 An on-duty employee who acts as an employee representative under the above shall notify their immediate supervisor of the intent to be absent from the normal duty work station. The supervisor shall have the authority to deny the release of an on-duty representative if the supervisor determines that such release would have a gross, negative impact on the operation of the Police or Fire Department in its responsibility to ensure the safety of the community. In such cases, other than Personnel board

hearings, the interview or hearing may be rescheduled at the employee's option without prejudice to either the employee or the CITY. If the release of an on-duty employee acting as a representative before the Personnel Board is denied for the reasons cited above, the CITY shall request that the Personnel Board reschedule the hearing without prejudice to either the employee or the CITY.

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

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

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

## **ARTICLE 11**            **ASSOCIATION LEAVE**

11.1 Employees may request paid leave of absence for normal ASSOCIATION business not precluded by this Agreement. Such employees shall receive their normal pay from the CITY and such pay shall be reimbursed to the CITY by the ASSOCIATION as provided below.

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

11.3 ASSOCIATION leave shall be granted, in the same manner as vacation and compensatory time off, if it does not require additional expenditures by the CITY and if the request meets the conditions set forth below. Leaves shall be requested and approved consistent with Department policy for requesting vacation, CTO and ASSOCIATION leave. If the request is denied, the ASSOCIATION has the option of paying time and one half to back fill the position and the leave shall be granted.

11.4 An employee is not required to exhaust any paid leaves to be eligible for ASSOCIATION leave.

11.5 When an employee takes such leave, the leave shall be charged to the ASSOCIATION at straight time or at time and one half, whichever is appropriate pursuant to this article, and shall include direct benefit costs to the CITY.

11.6 Such paid leave shall not extend for more than thirty (30) days per employee in a fiscal year.

11.7 Cost of employee leaves taken pursuant to this Article shall be reimbursed to the CITY by being deducted by the CITY from the ASSOCIATION's payroll dues deduction provided by Article 9, Payroll Deduction of Dues, together with an accounting of credits and debits for which charges have been made.

11.8 Any dispute between the ASSOCIATION and the Police Department, Fire Department or the Finance Department shall be resolved by the City Manager or the City Manager's designee.

11.9 By mutual agreement, the President of the ASSOCIATION may have their work schedule changed as a result of their election to that position.

**ARTICLE 12**            **PROMOTIONAL EXAMS – RELEASE TIME**

An employee who takes a CITY promotional exam during time the employee is required to work shall be given reasonable release time to take the exam. The employee shall use the approved time off request procedure whenever release time is desired pursuant to this Article.

**ARTICLE 13**            **JURY DUTY**

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

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

13.3 Time served as a juror for employees shall be considered as time worked so that an employee shall not be required to perform jury duty and also work a shift for the CITY during any twenty-four hour (24) hour period.

**ARTICLE 14            ADMINISTRATIVE LEAVE - POLICE LIEUTENANTS, POLICE CAPTAINS AND FIRE MANAGERS**

14.1 Twenty (20) hours annual leave scheduled by department head upon request.

14.2. An additional sixty (60) hours annual Administrative Leave shall be available-subject to approval and scheduling by the department head. Administrative Leave is not accruable from year to year.

14.3 Fire shift managers shall receive twenty eight (28) hours annual administrative leave scheduled by department head upon request.

14.4 An additional eighty four (84) hours annual Administrative Leave shall be available subject to approval and scheduling by the department head. Administrative Leave is not accruable from year to year.

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

14.6 Police Sergeants shall be exempt from this Article 14.

**ARTICLE 15            HOLIDAYS**

**15.1 Police Sergeants and Lieutenants**

In lieu of the holidays, Police Sergeants and Police Lieutenants shall receive a lump-sum payment, less mandatory withholds, with the first paycheck during December of each year based on the following formula:

Total Annual Salary ÷	2080 Hours x	144 Hours ÷	365 Days =	Daily Rate of Pay x	Number of Holiday Calendar Days Worked =	Pay
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For purposes of this Article, "Annual Salary" is considered the base salary at the time of payment of holiday pay, based on a 40 hour week, including regular time, sick leave, jury duty, vacation, bereavement leave, and industrial leave, but exclusive of special assignments and incentive compensation.

**15.2 Shift Fire Managers**

In lieu of the holidays, employees classified as 56 hour Battalion Chief shall receive a lump-sum payment, less mandatory withholds, with the first paycheck during December of each year based on the following formula:

$$168 \text{ Hours} \times \text{Regular Hourly Rate of Pay} = \text{Holiday Pay}$$

If the employee leaves the CITY service, holiday pay shall be provided from January 1 of the same year using the following formula:

Total Annual Salary ÷	2920 Hours x	168 Hours ÷	365 Days =	Daily Rate of Pay x	Number of Calendar Days Worked =	Holiday Pay
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**15.3 Police Captains and Non-Shift Fire Managers**

Police Captains, Deputy Fire Chief, Deputy Fire Chief – Fire Marshal and non-shift Battalion Chief 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

**15.4 HOLIDAY PAY – POLICE CAPTAIN**

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).

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.

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

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.

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 16      FLOATING HOLIDAYS**

### **Police Captains and Non-Shift Fire Managers**

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 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 pro-rated Floating Holiday balance based on FTE allocation.

Effective June 30, 2002, Non-Shift Fire Managers who work a schedule known as 9/80 shall receive 9 hours of holiday pay. Non-Shift Fire Managers who work a schedule known as 4/10 shall receive ten (10) hours of holiday pay for holidays in Article 15.3.

**ARTICLE 17            VACATION LEAVE**

17.1 Effective July 3, 2005, employees (with the exception of 56 hour Battalion Chiefs) shall earn and may accumulate vacation time as indicated below:

<u>YEAR 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

17.2 56 hour Battalion Chiefs shall earn and may accumulate vacation time as indicated below:

<u>YEAR OF SERVICE</u>	<u>HOURS EARNED MONTHLY</u>	<u>HOURS EARNED ANNUALLY</u>	<u>MAXIMUM HOURS OF ACCUMULATION</u>
1 – 4	10	120	360
5 – 11	16	192	576
12 – 24	20	240	720
25+	25	300	900

17.3 Maximum vacation accrual is established at three times the annual accrual rate.

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

17.5 Employees working an alternative 4/10 schedule shall record 10 hours for each day taken as vacation. Employees working a 9/80 schedule shall record 9 hours for each 9 hour day taken as vacation, and 8 hours on the 8 hour working day.

17.6 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 newly hired manager at a higher established vacation accrual rate.

**ARTICLE 18            MANAGEMENT VACATION "SELL BACK" PROGRAM**

Members of the Unit may "sell back" vacation accrual once a fiscal year under the following procedure:

The employee may "sell back" up to 80 hours, 112 hours for 56 hour Battalion Chiefs, (prorated based on FTE allocation) of vacation providing he/she has 80 hours, 112 for 56 hours Battalion Chief, 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.

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

**ARTICLE 19            MILITARY LEAVE**

An employee may be absent on military leave as authorized in the California and Veterans Code and 38 United States Code Sections 4301 et seq. and CITY policies. 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.

**ARTICLE 20            CATASTROPHIC LEAVE**

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. The Catastrophic Leave Policy can be found on the Employee Services Web Page at:

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

All permanent employees of the City of Santa Rosa who have completed 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 dependent spouse, qualified domestic partner, parent or dependent minor child.

The employee must first exhaust all accrued sick leave, vacation leave, 20 hour benefit portion of administrative leave and compensatory time 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.

Catastrophic leave shall be additional paid leave available from vacation, compensatory leave, administrative leave hours, Management Benefit Plan or floating holidays donated by other CITY employees to a specific qualified employee.

Employees donating vacation, compensatory or administrative leave must be done 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 or administrative leave. 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.

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 340 donated hours. If the catastrophic illness or injury continues, up to an additional 340 donated hours may be recommended for approval.

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 employee's 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.

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.

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

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.

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

**ARTICLE 21**            **BEREAVEMENT LEAVE**

An employee shall be paid up to forty (40) hours, or 56 hours for Battalion Chiefs working 24 hour shifts, 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, brother, sister, child (including stepchildren), stepparents, grandparents and grandchildren of the employee, and parents and children of employee's qualified domestic partner. Payment for bereavement leave shall only be made under the provisions set forth above.

**ARTICLE 22**            **SICK LEAVE**

22.1 Sick Leave Accumulation

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

<u>Hours Earned Monthly</u>	<u>Hours Earned Annually</u>	<u>Maximum Hours of Accumulation</u>
8	96	No limit

Employees classified as 56 hour Battalion Chiefs shall earn and may accumulate sick leave as follows:

<u>Hours Earned Monthly</u>	<u>Hours Earned Annually</u>	<u>Maximum Hours of Accumulation</u>
12	144	No limit

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

22.3 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.

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

22.5 Employees may use sick leave when they are unable to work because of disability due to a non-industrial sickness or injury. No sick leave shall be payable for any sickness, disability or injury which results or occurs as follows:

- A. Participating in a criminal act;
- B. Participating in a riot;
- C. Working for an employer other than the CITY;
- D. During vacation unless the employee was confined to a hospital or other fixed location under written doctors order;
- E. During a layoff, leave of absence or disciplinary suspension; and/or
- F. After a termination date.

22.6 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.

22.7 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.

22.8 The CITY may require an employee to provide a medical provider's statement verifying the employee's ability 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.

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

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

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

#### 22.11 Sick Leave – Family Illness

Employees may use hours of accumulated sick leave for the serious illness of their spouse, qualified domestic partner, child, stepchild, child of the employee's qualified domestic partner, parents and grandparents. For purposes of this article, serious illness constitutes the ill family member being under the immediate care of a physician.

#### 22.12 Sick Leave – Retirement Buy Back

Employees shall have a one-time choice at the commencement of employment, or promotion into the Unit, of one (1) of two (2) options to receive pay for accumulated but unused sick leave as follows:

Option 1: 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; or

Option 2: 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. Battalion Chiefs may receive payment for one-half (1/2) of any accumulated but unused sick leave, up to a maximum of eight hundred and forty (840) hours. The following conditions shall apply to the two (2) options outlined above:

- a. Once an option is chosen, the employee shall be bound by it for the duration of employment with the CITY.
- b. All new employees hired after the date of this Document shall choose either Option 1 or Option 2 upon employment with the CITY.
- c. 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 promoted 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 above.

#### 22.13 Sick Leave – Position Elimination

Any employee whose position is eliminated, and the employee is subsequently laid off, and who has completed ten (10) consecutive years of employment with the CITY, shall receive payment for one-half (1/2) of any accumulated but unused sick leave up to a maximum payment of six hundred (600) hours. The rate of pay shall be regular hourly rate of pay at the time the position is vacated.

#### 22.14 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 life insurance policy.

### **ARTICLE 23 LEAVE OF ABSENCE**

23.1 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.

23.2 These requests may be approved as follows:

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

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

23.3 If the continuous period of absence is confined within one (1) calendar month and is less than the full calendar month, insurance benefits shall be continued by the CITY as for an active employee. In all other instances, the employee must make arrangements to repay the appropriate monthly premiums if insurance benefit coverage is to continue unless covered under FMLA.

23.4 The twenty-four (24) hour period shall be determined by starting at the first hours in the employee's work week and counting off twenty-four (24) hour segments.

**ARTICLE 24**            **INDUSTRIAL INJURY OR ILLNESS LEAVE**

Benefits for safety employees shall be provided for under Section 4850 of the Labor code. Sick leave shall not be used for an industrial injury or illness.

**ARTICLE 25**            **JOB RELATED INJURY OR ILLNESS/LIMITED DUTY**  
**ASSIGNMENTS**

25.1 The purpose of this Article is to determine the schedules for employees on temporary limited duty. The type of work performed is to be determined by the following:

- A. Nature of employee's injury
- B. Needs of the Department
- C. Skills of the employee

25.2 Employees who are medically precluded from fulfilling their normally assigned duties as a result of a job related injury or illness and who have been medically cleared to return to limited duty shall be assigned in the following manner:

- A. Employees shall retain the same days off as is their current assignment.
- B. Employees shall retain the same basic work hours, 4/10 or 5/8 as is their current assignment, plus a 30-minute non-paid meal period.
- C. Shifts for employees who were on a 4/10 at the time of injury or illness shall be as follows:
  - Day shift shall be altered to 0700-1730 hours.
  - Swing shift shall be altered to 1300-2300 hours.

- Night shift (graves) shall be altered to day shift or the altered swing shift, at the officer's choice, subject to the restrictions of Article 25.3.

### 25.3 Exceptions

Subject to the need to make emergency assignments, the employee and the Department may mutually agree to a variance from the assignment process when any of the following situations occur:

- A. The Department identifies special needs that would be better addressed by utilizing another work schedule or assignment or
- B. The employee has special skills that could be utilized in other areas within the Department or
- C. The employee has needs that would be better addressed by another schedule.

## **ARTICLE 26      NON-JOB RELATED INJURY OR ILLNESS/LIMITED DUTY ASSIGNMENTS**

26.1 Employees injured Off-Duty and allowed by the CITY to return to work on a temporary limited duty capacity shall be assigned to a work schedule according to the needs of the Department. Assignments of these employees shall not interfere with the temporary work assignments of employees injured on-duty.

## **ARTICLE 27      HEALTH INSURANCE**

27.1 The CITY shall offer employees and their dependents a health insurance program under the terms set forth below.

27.2 The CITY shall contribute towards this program up to, but not in excess of, the monthly premium calculated for employee, employee and one dependent, and employee and two or more dependents.

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

27.4 Subject to the provisions above, the CITY shall offer Police and Fire Management employees and their dependents, including qualified domestic partners who qualify under PERS, 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.

27.5 The CITY contribution to health insurance for active employees will be the minimum contribution required by CalPERS.

Effective January 1, 2011	\$108.00
Effective January 1, 2012	\$112.00
Effective January 1, 2013	(as set by PERS)

27.6 For Police Management employees, the total CITY allowance for active employees shall be equal to the Northern California PERS Kaiser rate beginning July 2006 and adjusted each January to equal the new Northern California PERS Kaiser rate for the term of the contract.

27.7 For Fire Managers, 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 for the term of the contract.

27.8 Effective January 1, 2009, the additional CITY Contribution (as depicted in the chart below) shall be determined by taking the Northern California PERS Kaiser premium rates for Police Management and CalPERS Blue Shield premium rates for Fire Management at each level of coverage and subtracting the CITY health insurance contribution. Applicable monthly premium and premium contributions for the PERS Health Benefits Program can be found on the Employee Services web page.

**Police Monthly Premiums and Contributions:**

Coverage Level	2011 City Contribution to Health Insurance (CALPERS Required)	2011 Additional City Contribution	Total City Allowance = to Northern California PERS Kaiser Rate
Single	\$108.00	\$460.99	\$568.99
Employee with one dependent	\$108.00	\$1029.98	\$1137.98
Employee with two or more dependents	\$108.00	\$1371.37	\$1479.37

**Fire Monthly Premiums and Contributions:**

<b>Coverage Level</b>	<b>2011 City Contribution to Health Insurance (CALPERS Required)</b>	<b>2011 Additional City Contribution</b>	<b>Total City Allowance = to Northern California PERS Blue Shield Rate</b>
Single	\$108.00	\$567.51	\$675.51
Employee with one dependent	\$108.00	\$1243.02	\$1351.02
Employee with two or more dependents	\$108.00	\$1648.33	\$1756.33

27.9 Effective July 5, 2009 Fire Managers shall contribute 4.15% of base salary to the cost of health premiums. This 4.15% of base salary paid toward the cost of health care premiums shall sunset on June 30, 2012.

27.10 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 thirty (30) days after termination of such coverage.

27.11 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 (Police: \$460.99 – Fire - \$567.51 as adjusted annually above) contributed to the Dependent Care spending option in the CITY's flexible benefit plan (section 125). Police Sergeants and Lieutenants may take a taxable cash contribution of two hundred dollars (\$200). That portion of the allowance not utilized by the employee shall remain with the CITY.

27.12 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.

27.13 Subject to the provision above, Police and Fire Management retirees are eligible for health insurance through PERS. For retirees, the CITY has elected the

unequal contribution option. This means the contribution toward retiree health insurance shall be pursuant to the provisions of the California Public Employees' Retirement Law, Section 22892© under the unequal method.

27.14 The City acknowledges Labor Code section 4856 which declares the employer will provide to the spouse and dependents of a Firefighter or Peace Officer who dies in the line of duty, health benefits as prescribed by law.

**ARTICLE 28**            **DEPENDENT CARE ASSISTANCE PROGRAM**

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 29**            **DENTAL INSURANCE**

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

29.2 The CITY shall contribute 100% of the premium for full-time employees at each level (employee only, employee plus one, and family. Applicable monthly premium contributions and benefit description for this program can be found on the Employee Services web page.

29.3 In general, the program includes basic dental insurance coverage of payment of the indicated percentage up to the maximum of \$2,000 (\$2,100 for employees choosing a premier preferred provider under the current dental program) for each eligible person per year for the following benefits (Orthodontics is limited to \$2,000 lifetime maximum per person):

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

**ARTICLE 30**            **VISION CARE INSURANCE**

30.1 The CITY shall offer an employee and dependents, including qualified domestic partners, a vision care program which provides an eye examination once each twelve (12) months, lenses once each twenty-four (24) months and frames once each twenty-four (24) months. The deductible shall not exceed twenty dollars (\$20.00). 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.

30.2 Effective January 1, 2012 Article 30.1 shall change to offer a vision plan with an eye examination and lenses and frames each twelve (12) months.

30.3 A summary description of the program and the current premium costs can be found on the Employee Services webpage.

30.4 The CITY shall pay 100% of the cost of the Vision Plan for full-time employees at each level (employee only, employee plus one, and family).

30.5 Part-time employees may elect to participate in the vision plan and the City will contribute a percentage of the premium equaling the employee's authorized position full-time equivalent (FTE) 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 insurance.

**ARTICLE 31**            **COMPUTER VISION CARE PLAN (CVC)**

31.1 The CITY will consider ergonomic factors in the use of computers by employees and will make reasonable efforts to acquire equipment that will produce high levels of user comfort and safety.

31.2 An employee who is assigned to use as part of their regular job assignment to use a computer for 20 hours per week or more on an ongoing basis will be entitled to the CVC benefit.

31.3 Employees eligible under this Agreement will receive a CVC eye examination and, if prescribed, special CVC lenses and frames through an arrangement with the Vision Service Plan (VSP). CVC examinations can only be performed by a VSP member eye care provider. Full-time CVC operators eligible for the CVC benefit

must include their CVC eye examination with the annual VSP eye examination. The \$20 deductible is applicable to this benefit.

31.4 The CITY reserves the right to change providers or provide coverage through self insurance.

31.5 Effective January 1, 2012 the Computer Vision Care Plan described in this Article shall no longer be available to this Unit as it will be replaced with the new vision plan described in Article 30.2.

### **ARTICLE 32      LIFE INSURANCE**

32.1 The City shall provide employees in this Unit term life insurance coverage in the amount of thirty thousand dollars (\$30,000) and accidental death and dismemberment coverage in the same amount.

32.2 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. The amount of spouse or domestic partner life insurance may not exceed fifty percent (50%) of the amount of supplemental insurance 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.

32.3 The City shall provide each employee under this program with a certificate of coverage and a summary description of the program and the summary description of the program can be found on the Employee Services Webpage.

32.4 Dependent Life Insurance - Employees shall receive term life insurance coverage for their families, including qualified domestic partners, in the amount of \$1,500 per family member.

### **ARTICLE 33      LONG TERM DISABILITY**

The Unit shall pay for the PORAC Long-Term Disability (LTD) benefits through a payroll deduction of nineteen dollars and fifty cents (19.50) per month beginning July 1, 2007. The CITY reserves the right to place insurance coverage through the carrier of its choice or to self-insure the program. For the purposes of utilizing the LTD benefit, it

is not necessary for the employee to exhaust all leaves; however, the employee may choose to exhaust all or a part of accrued leaves prior to utilizing the LTD benefit. The provisions of Article 23, Leave of Absence, which require use of accrued leave balances, shall not apply to the use of the LTD benefit.

**ARTICLE 34            ADDITIONAL INSURANCE PLANS**

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 35            RETIRED EMPLOYEES HEALTH INSURANCE**

Employees who retire from the CITY may continue their CalPERS Health Insurance coverage by the payment of appropriate premiums to CalPERS. The premiums shall be determined by CalPERS.

**ARTICLE 36            RETIREE HEALTH STIPEND PROGRAM**

**36.1    Police Management Retiree Stipend – Police Sergeants, Police Lieutenants and Police Captains**

36.1.1 In lieu of a three percent (3%) salary increase, the PMA and the CITY agree that the CITY will contribute three percent (3%) of salary to a Defined Contribution Retiree Health Care Stipend Plan commencing July 1, 2005. Salary is defined as follows: Salary means base salary as determined in the Memorandum of Understanding between the PMA and the CITY that is in effect for the then current period.

36.1.1(a) Effective July 1, 2007, the contribution was 3.25% of salary (as defined above).

36.1.1(b) Effective the first Sunday in July 2009, the contribution will be set at the same dollar amount as established by the POA, and shall change if and when POA amounts changed, unless otherwise agreed to in an amendment to in an amendment to the MOU.

36.1.1(c) Effective the first Sunday in July 2009, in order to adjust for the decreased contribution by the City, the salary steps for all positions in the PMA shall increase by \$111 minus the benefit roll up per month (the amount to be agreed upon by PMA and payroll).

36.1.2 The CITY has established one stipend plan and trust for both the PMA and POA effective July 1, 2009.

36.1.3 The CITY will obtain on behalf of the PMA an actuarial study to determine and set the initial benefit levels before any payments from the plan are made. The CITY agrees to pay the first two thousand seven hundred dollars (\$2,700) of the cost for the first actuarial. Any additional cost to obtain the actuarial in excess of said amount shall be paid from the funds being held in the trust. No benefit payments shall be made to eligible employee, if any, until the date designated in the plan.

36.1.4 The terms and conditions of eligibility and the amount of stipend payments will be as provided in the plan documents. The plan and trust will provide that benefits and/or contributions will be adjusted to take into account changes recommended by the actuary as required to pay for the benefits. An Actuarial analysis of the plan shall be performed no less than every 2 years. The cost of the actuary shall be paid for by the trust.

36.1.5 The plan funds shall be held in accordance with the Trust Agreement unless otherwise specified in the plan or an amendment thereto. The CITY shall be entitled to charge the plan its actual administrative costs for administering the plan. The CITY reserves the right to contract the administrative duties of this program and pass the cost of the administrative duties to the plan. The CITY agrees to consult with the PMA and consider its input prior to selection of an outside administrator.

36.1.6 Should there be any inconsistencies or disagreements between the POA and the PMA regarding the administration of the Stipend, it shall be the responsibility of the respective units to come to mutual agreement.

## **36.2 Fire Management Retiree Stipend**

36.2.1 Employees in the classifications of Deputy Fire Chief, Deputy Fire Chief - Fire Marshal, Battalion Chief, Battalion Chief –Training or other safety management classifications in the Fire Department who have promoted into a safety management position in the Fire Department from a position in Unit 2 – Firefighting may elect to continue to participate in the Post-Retirement Medical Benefits Defined Contribution Plan for Unit 2 – Firefighting (Unit 2 Retiree Stipend Program).

36.2.2 When an employee elects to participate in the plan, the salary range and the base salary for the employee will be reduced by a dollar amount approximately equal to the contribution percentage for Unit 2, applied to the base salary of Fire Captain, step 5, rounded to the nearest 5 dollars. An equivalent dollar amount plus the value of associated salary-related benefits will be placed by the CITY into the Unit 2 retiree stipend program.

36.2.3 Any time there is a change to the Unit 2 contribution to the retiree stipend program or the base salary for Fire Captain, the reduction in the salary range and base salary for a participating safety manager will be recalculated accordingly. An employee participating in the program will be eligible for the benefits spelled out in the plan document and the Unit 2 MOU.

36.2.4 Contributions for Fire Management employees to the Unit 2 Retiree Stipend Program shall not be calculated on special pays, such as Bilingual Pay or Fire Division Chief Pay. For employees participating in the Unit 2 Retiree Stipend, percentage-based special pays shall be calculated on the full salary prior to any reduction for the retiree stipend.

## **ARTICLE 37      RETIREMENT**

37.1 Police and Fire Managers are provided retirement benefits under the State Public Employees' Retirement System as follows: 3% at 50 full formula single highest year. Specific retirement benefits for Fire Safety Managers are listed in the PERS Contract.

37.2 Employees shall receive service credit for unused sick leave as provided in Section 20862.8 of the Government Code.

37.3 Specific details regarding this program are available to employees from the Human Resources Department.

37.4 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](http://www.calPERS.ca.gov).

### **37.5 Military Buy Back**

The CITY shall allow employees to buy back the employee's military service as provided by Government Code Section 20930.3

**37.6 Alternate Death Benefit for Local Fire Members**

The City amended its contract with PERS in August 2003 to add the "Alternate Death Benefit for Local Fire Members Credited with 20 or More Years of Service" as provided by Government Code Section 21547.7

**37.7 Second Tier Retirement Formula**

The PMA agrees to a second tier retirement plan for newly hired employees. The second tier shall not become effective for Fire Managers until either agreement or implementation of a two tier retirement benefit with Unit 2 – Firefighters Association or otherwise required by law. The second tier shall not become effective for Police Managers until either agreement or implementation of a two tier retirement with Unit 5 – Police Officers Association or otherwise required by law. The City shall provide notice but shall not be required to further meet and confer with the PMA to implement the necessary contract changes with PERS.

**Cost-Sharing Contributions – Fire Managers**

37.8 The cost-sharing described in Articles 37.9 and 37.10 below are made under section 20516(f) of the California Public Employees' Retirement Law (PERL). In accordance with section 20516(f), the City and the Unit agree that Fire Manager's cost-sharing contributions will fund the cost of the 3%@50 benefit, an "optional benefit" provided to Fire Managers effective July 1, 2001.

37.9 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 37.10 will not be documented in a contract amendment with PERS; accordingly, the cost-sharing contributions under Article 37.10 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.

37.10 Effective July 1, 2011 Fire Managers shall contribute 3% of PERSable compensation, excluding the value of EPMC for the Employer Cost of the optional

benefit known as 3%@50. The 3% amount will be deducted from City pay and no employee may elect to receive cash in lieu of the contribution.

**ARTICLE 38**      **PERS – “PICK-UP”**

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, designed by the Public Employees’ Retirement System as PERS “Pick-Up”.

**ARTICLE 39**      **UNIFORMS**

**Police Management**

39.1 Police Managers shall receive an annual uniform allowance on the first day of the fiscal year payable during the month of August for the purchase of uniforms as specified by the CITY.

39.2 No Police Manager shall receive a uniform allowance more than once during each fiscal year.

39.3 The CITY shall provide newly assigned motorcycle Sergeants the initial riding boots, breeches and leather jacket.

39.4 Police Managers required to wear uniforms shall wear them while at work and shall be responsible for their purchase, maintenance and replacement in accordance with CITY policies.

39.5 The uniform allowance for Police Managers shall be \$875.00 per year.

39.6 Body Armor – Police Managers

39.6.1 It is the intent of this Article that the payment of the body armor replacement is separate and different from the uniform allowance. Each Police Manager shall own and have available individual body armor. It is the Police Manager’s responsibility to purchase, maintain, and replace their individual body armor.

39.6.2 It is assumed that an employee moving into Police Management will have already purchased or been provided body armor; therefore, payment will not be made for the original purchase of body armor.

39.6.3 Police Managers shall receive an annual payment for body armor replacement on the first day of the fiscal year, payable during the month of August, in the amount of one hundred twenty-five dollars (\$125.00). This assumes the life expectancy of body armor to be five years.

### **Fire Management**

39.7 Employees provided uniforms by the CITY shall wear them while at work and shall be responsible for their normal maintenance and upkeep in accordance with CITY policy.

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

### **ARTICLE 40 DEFERRED COMPENSATION – POLICE SERGEANTS**

40.1 The CITY will contribute one-half percent (1/2%) of salary, or FTE percent, for permanent part-time employees, concurrent with cost of living adjustments, per pay period into a Deferred Compensation Program offered by the CITY for the classification of Police Sergeant.

40.2 Police Lieutenants, Police Captains and Fire Managers shall be exempt from this Article 40.

### **ARTICLE 41 MANAGEMENT BENEFIT PROGRAM – POLICE SERGEANTS**

41.1 The CITY shall make available to Police Sergeants, a special Management benefit, consisting of an additional 40 hours or compensation, prorated for permanent part-time employees which may be taken in either cash or time off, or a combination of the two, at the employee's option. If taken in cash, payment shall be made at the employee's regular hourly rate of pay and may be requested by the employee at any time between July 1 and June 30 of each fiscal year, subject to the approval of the Chief of Police. The Management benefit is granted on July 1 of the fiscal year and is not accumulative from year to year. If the employee's 40-hour bank has not been exhausted by June 30, the balance will be automatically paid off at the employee's regular hourly rate of pay as of June 30. The program will be administered in accordance with guidelines issued by the Administrative Services Department.

41.2 Police Lieutenants, Police Captains and Fire Managers shall be exempt from this Article 41.

### **ARTICLE 42 COMMUNITY INVOLVEMENT**

The CITY encourages Police Lieutenants, Police Captains and Fire Managers 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 43**            **MANAGEMENT SALARY PLAN AND PERFORMANCE EVALUATION SYSTEM**

All Fire 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. Compensation for Police Managers is addressed in Department Memorandum number 09-02 – Compensation Model for Newly Promoted Sergeants and Lieutenants and Captains.

**ARTICLE 44**            **SALARY SCHEDULE**

**Police Management**

44.1 Effective July 1, 2011, the monthly salaries applicable to employees in this unit shall be the same salaries as were in effect on June 30, 2011, and shall remain as follows for the term of this Agreement:

Police Captain: \$11,741 - \$14,576

Police Lieutenant: \$9,496 - \$12,291

Police Sergeant: \$8,111 - \$10,476

**Fire Management**

44.2 In order to maintain the current percentage spread between the Fire Managers and those classifications in the Santa Rosa Firefighters (Local 1401) the City will match the percentage increase or decrease provided to Local 1401 and provide this same increase or decrease to the Fire Managers in Unit 9.

44.3 The City and the Fire Managers agree to tie salary and medical benefits to those received by the City's Firefighters Unit 2 – 1401. Fire Managers agree to take the same concessions as Firefighters Unit 2 – 1401 for the term of this Agreement.

44.4 Effective July 1, 2010 the Fire Managers agreed to defer a three and one half percent (3.5%) increase for one year.

44.5 Effective July 3, 2011 the Fire Managers shall receive the salary increase of three and one half percent (3.5%) described in Article 44.4 and agrees to pay 3% of PERSable compensation, excluding the value of EPMC, to the City for the PERS

employer cost of the optional benefit of 3%@50 according to California Code Section 20516(f).

**ARTICLE 45**            **OVERTIME**

**Police Management - Sergeants**

45.1 If the employee works either a 4/10 or 5/8 schedule, and is required by the CITY to work more than forty (40) hours per work week, employees shall be compensated for such overtime hours at the rate of 1.5 times the regular hourly rate of pay.

45.2 If the employee works a three (3) day – twelve and one half (12.5) hour schedule, they shall be compensated at the overtime rate for all hours worked in excess of thirty seven and one half (37.5) hours in a work week. During the “payback week” which occurs once every twenty eight (28) day cycle, they shall be compensated at the overtime rate for all hours in excess of forty seven and one half (47.5) hours.

45.3 An employee may elect overtime pay as CTO for those overtime hours that are under the FLSA weekly overtime requirements.

45.4 The overtime rate shall be as provided by the FLSA.

45.5 Police Lieutenants, Police Captains and Fire Managers shall be exempt from this Article 45.1 through 45.4.

**Fire Management**

45.6 Managers shall be compensated at time and one-half for non-regular hours worked on emergencies outside the CITY, where a written agreement exists that provides for cost reimbursement for the CITY.

**ARTICLE 46**            **COMPENSATORY TIME OFF (CTO) – POLICE SERGEANTS**

46.1 Compensatory time off may be accumulated as provided in Article 45 OVERTIME; Article 49 CALL BACK; and Article 48 COURT APPEARANCE.

46.2 For the purposes of scheduling time off, accumulated compensatory time is to be treated the same as vacation time and shall be in accordance with FLSA.

46.3 Police Lieutenants, Police Captains and Fire Managers shall be exempt from this Article 46.

**ARTICLE 47**            **OFF-DUTY TRAINING PAY – POLICE SERGEANT**

47.1 Off-duty training required by the CITY shall be considered hours worked for overtime purposes.

47.2 Police Lieutenants, Police Captains and Fire Managers shall be exempt from this Article 47.

**ARTICLE 48**            **COURT APPEARANCES – POLICE SERGEANT**

48.1 Employees required to appear in court on CITY business during off duty hours may confirm court appearances at any time at their own convenience. However, employees not otherwise canceled, shall be required to call their assigned voice mail on the date of the appearance two hours prior to their appearance time.

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

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

48.4 If the employee's court appearance was not canceled during that telephone call, pursuant to Article 48.1; or canceled, by any other means, prior to an appearance, they shall proceed as subpoenaed and be compensated accordingly.

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

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

48.7 Arrangements shall be made in advance to ensure that the evidentiary items are immediately available to the subpoenaed employee and that time associated with the evidence pick-up and/or return is kept to a minimum. The compensable time

for pick-up and/or return of evidence outside of an employee's regular work schedule is not exclusive of subpoenaed court appearances but is included within the M.O.U. agreed court overtime minimum, or actual time spent if beyond the minimum.

48.8 If the time of subpoenaed court appearance is during a regularly scheduled duty time for the pick-up of evidence at the police station is necessitated prior to start of regular duty time; the officer shall receive compensation for the evidence pick-up activities. Compensation shall be at the regular overtime rate for actual time spent and not a three hour court minimum.

48.9 Employees required to appear in court on CITY business during off-duty hours shall receive a minimum of four (4) hours pay at the overtime rate or pay for actual hours worked, whichever is greater.

48.10 A court appearance in excess of three (3) or four (4) hours for each day shall be paid at the overtime rate for the actual number of hours worked, less one hour for a meal period during the time court is adjourned.

49.11 The three (3) or four (4) hour minimum begins with the time of first appearance and continues for three (3) or four (4) consecutive hours. If an employee receives multiple subpoenas for different appearance times on the same court date, there must be no less than four hours (including meal period) between the starting time of the first appearance and the starting time of any additional separate court subpoenas to receive a second three (3) or four (4) hour minimum court appearance.

48.12 An employee shall only be considered on duty for that time that they are actually at court or activities related to court appearances.

48.13 For the purposes of this Article an employee may select either pay and/or CTO at 1.5 the hourly rate for any court appearances or cancellations.

48.14 Police Lieutenants, Police Captains and Fire Managers shall be exempt from this Article 48.

#### **ARTICLE 49**      **CALL BACK- POLICE SERGEANTS**

49.1 Employees who have completed their work shift, left their work site and are ordered to return to work shall receive a minimum of three (3) hours pay at the overtime rate. Hours worked in excess of the two (2) hours shall be paid at the overtime rate.

49.2 All employees who are in the facility any time prior to the start or after the end of their shift and are ordered by their supervisor to start a shift, shall receive a minimum of three (3) hours pay at the overtime rate.

49.3 At the employee's option, the employee may receive the Call Back pay as CTO or in dollars.

49.4 Police Lieutenants, Police Captains and Fire Managers shall be exempt from this Article 49.

**ARTICLE 50            ON CALL PAY FOR POLICE LIEUTENANTS**

50.1 Effective January 6, 2008, a Police Lieutenant who is required by the CITY to be on an on-call status shall receive additional pay, for each twenty four hour period of on call, which shall be seventy five (\$75.00) per day or five hundred and twenty five dollars (\$525.00), per week.

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

50.3 Only one (1) Lieutenant for each seven-day period shall be eligible to receive this additional pay.

**ARTICLE 51            BILINGUAL PAY**

**51.1 Police Management**

51.1.1 Additional pay shall be received by Police Managers proficient in the Spanish language and designated as bilingual.

51.1.2 Police Managers who are verbally fluent in Spanish shall receive 5% of their base monthly salary as compensation for the additional responsibilities. Sergeants who are not verbally fluent, but have the skill to converse in Spanish well enough to complete a basic investigation shall receive 3% of base monthly salary as compensation for the additional responsibilities. The 5% pay and 3% shall not be combined.

## **51.2 Fire Management**

51.2.1 Fire Managers who are designated as proficient in the Spanish Language shall receive 3% additional pay. For employees who have promoted from Unit 2 – Firefighting, and have elected to participate in the Fire Management Retiree Stipend, the 3% additional pay shall be calculated on the base pay prior to any reduction for the Fire Management Retiree Stipend (see Article 36.2) – Fire Retiree Stipend.

### **ARTICLE 52            FIRE EXTRA SHIFT PAY**

Employees classified as Deputy Fire Chief, Deputy Fire Chief-Fire Marshal and non-shift Fire Battalion Chief, subject to approval of the Fire Chief, may work extra shifts to backfill for an absent Fire Battalion Chief. Employees working extra shifts shall work in increments of no less than eight (8) hours, but shall generally work in increments of eight (8) hours, twelve (12) hours, or twenty-four (24) hours. Non-management employees will also be assigned to work extra shifts to backfill for an absent Battalion Chief, at the discretion of the Fire Chief, to provide appropriate training opportunities for non-management employees. Employees working extra shifts shall be compensated at one and one-half times their current hourly rate, or one and one-half times the top step of Battalion Chief hourly rate, whichever is less. Fire Extra Shift Pay shall be recorded on the timecard on an hour-per-hour basis using hours code "BO". Fire Managers in a 40-hour assignment shall also record hours code "BO" when assigned to a strike team.

### **ARTICLE 53            FIRE DEPARTMENT DUTY CHIEF**

As determined by the Fire Chief, sworn management employees in the Fire Department may be assigned as Duty Chief. When assigned this duty, off-duty employees shall be required to have immediate access to all equipment necessary to respond to Code 3 emergencies. The response requirement and procedures shall be as determined in writing, and may be amended from time to time, by the Fire Chief. Employees assigned responsibility and serving in the role of Duty 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).

**ARTICLE 54**            **FIRE DIVISION CHIEF PAY**

At the discretion of the Fire Chief, Battalion Chiefs may be assigned as Division Chief. A Battalion Chief assigned as Division Chief shall be responsible for developing, implementing, coordinating and supervising a major department-wide program. Employees assigned responsibility and serving in the role of Division Chief shall receive additional pay of 6.7% of the base pay for Battalion Chief. If the salary for a Battalion Chief assigned as a Division Chief is reduced due to participation in the Fire Management Retiree Stipend, as described in Article 36.2, (Fire Management Retiree Stipend) the base pay shall be the Battalion Chief salary before the retiree stipend reduction is taken.

**ARTICLE 55**            **SERGEANT EDUCATIONAL INCENTIVE**

55.1 The CITY shall pay the amount of 1% of base salary per month to those Sergeants who have completed probation for the Sergeant position and who have completed fifteen (15) semester, or the equivalent quarter units, of upper-division college course work.

55.2 The CITY shall pay the amount of 2% of base salary per month to those Sergeants who have completed probation for the Sergeant position and who have completed thirty (30) semester, or the equivalent quarter units, of upper-division college work.

55.3 The CITY shall pay the amount of 3% of base salary per month to those Sergeants who have completed probation for the Sergeant position and who have completed fifteen (15) semester, or the equivalent quarter units, of post-graduate college course work.

55.4 The CITY shall pay the amount of 4% of base salary per month to those Sergeants who have completed probation for the Sergeant position and who have completed thirty (30) semesters, or the equivalent quarter units, of post-graduate college course work.

55.5 Sergeants promoted before July 1, 2005, shall continue to be eligible for Education Incentive as outlined above until he/she obtains the Education/Skills Based Pay benefit (see Article 56). Education Incentive is not available for any person promoted to Sergeant after July 1, 2005.

**ARTICLE 56            SERGEANT EDUCATION/SKILLED BASE PAY**

Effective July 3, 2005, Sergeants that meet the qualifications for Education Skills Based pay shall receive an additional 5% of Sergeant Base Salary which includes any existing compensation for education not to exceed a total of 5%.

**Qualifications:**     5 Years as a full time Sergeant with the City of Santa Rosa and;  
                                 Possesses a Bachelors Degree and 3 years of supervisory  
                                 experience in any combination of a specialty or co-lateral  
                                 assignment or  
  
                                 7 Years as a full time Sergeant with the City of Santa Rosa and:  
                                 4 years of supervisory experience in any combination of a specialty  
                                 or co-lateral assignment.

**Specialty or Co-Lateral Assignment**

A specialty or co-lateral assignment is intended to mean the actual supervision of any of the following assignments, whether or not full time or co-lateral.

- ◆ Sex Crimes Family Violence
- ◆ VCI
- ◆ Property Crimes
- ◆ Gangs
- ◆ School Resources
- ◆ Traffic
- ◆ Professional Standards, HR Team, Training
- ◆ Narcotics – Vice
- ◆ DET
- ◆ SWAT
- ◆ CNU
- ◆ FTO
- ◆ K-9
- ◆ Field Evidence Techs

**ARTICLE 57            DISCIPLINE**

57.1 The CITY shall follow the principles of corrective progressive discipline as outlined in the City of Santa Rosa Personnel Rules and Regulations – Rule Seven (7) –

Disciplinary Procedure. Disciplinary action shall be designed to fit the nature of the problem, the severity of the misconduct and the circumstances involved.

57.2 Misconduct that may result in disciplinary action shall include, but not be limited to, those causes set forth in Personnel Rules and Regulations – Rule Seven (7) - Disciplinary Procedure – Section Three (3).

57.3 Pre and post disciplinary due process shall be followed to the extent required by case law and statutory law, including but not limited to the Public Safety Officers Procedural Bill of rights Act (Government Code Section 3300 et seq.)

## **ARTICLE 58            GRIEVANCE**

### **58.1 Definitions:**

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

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

### **58.2 Informal Grievance Resolution**

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

If the grievance is not resolved through discussion with the supervisor, then the grievant and/or representative shall present the grievance informally to the Department Head. The Department Head shall respond in writing to the grievant if the decision is adverse to the grievant.

Utilization of these informal steps shall be necessary prior to filing a formal grievance.

### **58.3 Formal Grievance Resolution**

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

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

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

#### Step 1

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

#### Step 2

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

#### Step 3

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

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

No time limits described in Article 58 may be extended without the mutual written agreement of both parties.

**ARTICLE 59**            **MEDIATION**

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

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

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

**ARTICLE 60**            **ARBITRATION**

60.1 A grievant may either appeal an unresolved grievance, as defined in 60.1 above, to the Personnel Board as provided in Rule Six (6) of the Personnel Rules and Regulations or petition the ASSOCIATION to present the issue to Arbitration as provided below.

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

60.3 The CITY and the ASSOCIATION shall each select and appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the CITY and the ASSOCIATION, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the CITY and the ASSOCIATION cannot agree upon the selection of

the neutral arbitrator, either party may then request, within ten days, the State Mediation and Conciliation Service of the State of California Department of Industrial Relations to provide a list of seven (7) persons, who are qualified and experienced as labor arbitrators. If the CITY and the ASSOCIATION cannot agree within three (3) days after receipt of such list on one of seven (7) persons to act as the neutral arbitrator, they shall alternately strike names from the list until one name remains and that person shall then become the neutral arbitrator and Chairperson of the Arbitration Board. The party making the first strike shall be determined by lot.

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

60.5 The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation in respect to the alleged grievance and determine the remedy or, in the case of a disciplinary action, whether the alleged act or violation actually occurred and if deemed a violation did occur, whether the alleged act or violation actually occurred and if deemed a violation did occur, the level of discipline imposed was appropriate. If deemed not appropriate the arbitrator shall decide the appropriate level of discipline. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the CITY, the ASSOCIATION and the employee affected.

#### **General Conditions**

60.6 This procedure shall not preclude emergency suspensions without notice and hearing where the continued presence of the employee would present a hazard to employees, the public, or the CITY. When an emergency suspension is imposed, the employee shall be assured of due process in accordance with this procedure.

60.7 Time limits may be extended by mutual agreement in writing or by the City Manager when a written request for such an extension is submitted prior to the expiration of the applicable time period.

**ARTICLE 61**            **CITY RIGHTS**

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 Policy. These CITY rights include the right to:

- A. Determine and modify the organization of CITY government and its constituent work units.
- B. Determine the nature, stand, levels and mode of delivery of CITY services.
- C. Determine the methods, number and kind of personnel by which services are provided.
- D. Lay off employees, subject to the Personnel Rules and Regulations.

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 the opportunity to meet and confer on the impact of the exercise of such rights upon represented employees before the decision is implemented.

**ARTICLE 62**            **EMPLOYEE RIGHTS**

Employees shall be free to participate in ASSOCIATION activities described in Government Code Section 3500 et. seq., and as set forth in Section 58 of the City Charter, except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with State law and CITY policies, rules and regulations.

**ARTICLE 63**            **TERM**

This Agreement is effective July 1, 2011, and shall expire on June 30, 2012.

**ARTICLE 64**            **RECOMMENDATION**

The CITY's Meet and Confer Committee shall recommend the ratification of this Agreement to the City Council and the ASSOCIATION's Meet and Confer Committee shall recommend the ratification of this Agreement to the employees in the CITY's Unit #9 – Police Management Association.

