

RESOLUTION NO. 2014-076

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING AND ADOPTING A MEMORANDUM OF AGREEMENT WITH THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (SEIU) FOR THE
PERIOD OF JULY 1, 2014 THROUGH JUNE 30, 2017**

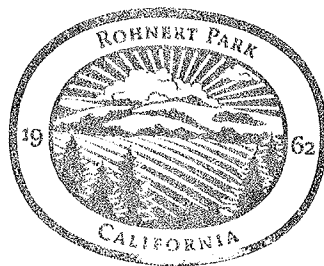
WHEREAS, on June 24, 2014, the City Council approved Tentative Agreements on a Three Year Proposal and Retiree Medical Benefits with the Service Employees International Union, Local 1021 (SEIU), which had been ratified by the membership of SEIU; and

WHEREAS, in accordance with the terms and conditions of the Tentative Agreements, staff has prepared a final Memorandum of Agreement with the SEIU that requires no further approval by SEIU membership.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve and adopt the Memorandum of Agreement for SEIU for the Period of July 1, 2014 through June 30, 2017, which is attached hereto as Exhibit "A" and incorporated by this reference.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.

DULY & REGULARLY ADOPTED this 24th day of June, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


Anne Buergler, City Clerk

**Exhibit A: MEMORANDUM OF AGREEMENT WITH THE SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1021 (SEIU)**

BELFORTE: Aye MACKENZIE: Aye STAFFORD: Absent AHANOTU: Aye CALLINAN: Aye
AYES: (4) NOES: (0) ABSENT: (1) ABSTAIN: (0)

EXHIBIT A



MEMORANDUM OF AGREEMENT
BETWEEN THE
THE CITY OF ROHNERT PARK
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U.) LOCAL 1021 MAINTENANCE WORKERS

EFFECTIVE July 1, 2014 – June 30, 2017

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MEMORANDUM OF AGREEMENT

Pursuant to Government Code Section 3500 et. seq., the Service Employees International Union (S.E.I.U.) Local 1021 and the representatives of the City of Rohnert Park have met and conferred and hereby submit their joint recommendations for compensation and benefit adjustments for represented Rohnert Park City employees in the Department of Public Works.

1. Hours of Work

1.1 Regular Workweek

The regular workweek for all employees shall consist of consecutive workdays, Monday through Friday. The regular workday for employees shall consist of eight (8), nine (9), or ten (10) hours of work as may be determined from time to time by mutual agreement of the employee and his/her supervisor. With agreement between an employee and his/her supervisor, the employee may volunteer for a regular work schedule other than defined in this section.

1.2 Additional Shifts

In the event the City establishes additional ongoing shifts, i.e. swing or graveyard shifts, City agrees to meet and confer with S.E.I.U. to develop a program for shift differential pay.

1.3 Temporary Alternate Work Schedule

The City may, from time to time, need to schedule work at times other than the regular workweek. In such instances, the City will establish a "temporary alternate work schedule," that will not exceed two months in duration. The City will publish the work assignment and temporary alternate work schedule at least seventy-two (72) hours prior to schedule implementation. Supervisors may request and employees may voluntarily agree to work according to a temporary alternate work schedule. The decision by any employee to not volunteer to participate in a temporary alternate work schedule shall not be cause for any disciplinary action by the City. Among employees that voluntarily agree to a temporary alternative work schedule, preference and priority of assignment will be made on a seniority basis. The City agrees to pay employees that volunteer for a temporary alternate work schedule at a rate equal to one and one half (1½) times the employee's regular hourly rate for all hours worked except the City agrees to pay employees two (2) times the employee's regular hourly rate for all hours worked between midnight (12:00 a.m.) and 6:00 a.m., and any hours worked on any Saturday, Sunday or holiday as defined by this agreement.

2. Overtime

2.1 Overtime Compensation Rate

Overtime compensation at the rate of one and one-half (1½) times the employee's regular hourly rate shall be paid for all hours worked;

- (a) In excess of forty (40) hours in any workweek.
- (b) In excess of employee's regularly scheduled shift, as may apply in accord with Section 1 above, in any one workday;
- (c) On any Saturday or Sunday, or Holiday (with certain exceptions listed below in this Section) as defined by this agreement.

Overtime compensation at the rate of two (2) times the employee's regular hourly rate shall be paid for all hours worked;

- (a) Between midnight (12:00 a.m.) and 6:00 a.m. on a weeknight or weekend.
- (b) On Easter Sunday, Thanksgiving Day, Christmas Day or New Year's.

2.2 Compensatory Time

A maximum of one hundred twenty (120) hours of compensatory time off may be accrued by an employee by mutual agreement of the employee and the Assistant City Manager. Accrual and/or utilization of compensatory time may not be unreasonably denied. The City and SEIU agree that compensatory time balances will be reported on pay stubs effective July 1, 2013.

2.3 Call Back

Employees who are called back to work after having left the work site shall be entitled to a minimum of two (2) hours pay at the overtime rate. Callback is when an employee is requested to respond and does respond to a Public Works assignment between the employee's normal quitting time and normal starting time.

2.4 Weeknight Stand-by Pay

Employees scheduled to be immediately available on weeknights (Monday through Friday) shall be considered to be on weeknight stand-by duty and shall be paid at a flat rate of \$30.00 for each four hour shift while on stand-by duty and available for handling calls.

- (a) Employees assigned to weeknight duty shall be responsible for lock-up of the Corporation Yard (not to exceed 30 minutes) which is determined to be compensated as part of the weeknight stand-by pay.

2.5 Weekend and Holiday Stand-by Pay

Employees scheduled to be immediately available on weekend and holiday stand-by duty shall be considered to be on stand-by duty and, in order to comply with the Fair Labor Standards Act, shall be paid at a flat rate for a twenty-four hour period. The rate shall be \$30.00 for each four hour shift .

2.6 Stand-by Duty Work Assignments

Employees on weekend and holiday stand-by duty shall be required to perform certain routine assignments including but not limited to the routine inspection and maintenance of facilities, such as wells, sewer plant, parks, swimming pools, buildings, etc. Routine assignments shall not exceed one (1) hour, which is determined to be compensated as part of the standby pay.

2.7 Stand-by/Call-out Minimum Pay

Public Works stand-by/call-outs are subject to a one (1) hour minimum, except that:

- (a) Stand-by/call-outs on the weekend, between the hours of 12:00 a.m. and 6:00 a.m., are subject to a two (2) hour minimum, with a limit of six (6) hours per day; and
- (b) Stand-by/call-outs at any time on Easter, Thanksgiving, Christmas Day or New Year's Day are subject to a two (2) hour minimum.
- (c) Any Public Works employee on stand-by who is required to work shall be compensated at one and one-half (1 1/2) times the employee's base hourly rate, except that:

- (i) Any Public Works employee on stand-by who is required to work on a weeknight, between the hours of midnight (12:00 a.m.) and 6:00 a.m., shall be compensated at two (2) times the employee's base hourly rate;
- (ii) Any Public Works employee on stand-by who is required to work on the weekend, between the hours of midnight (12:00 a.m.) and 6:00 a.m., shall be compensated at two (2) times the employee's base hourly rate; and
- (iii) Any Public Works employee on stand-by who is required to work at any time on Easter, Thanksgiving, Christmas Day, or New Year's Day shall be compensated at two (2) times the base hourly rate.

2.8 Eligibility for Stand-by/Call-out

All employees living within twenty (20) minutes of the Maintenance Yard, based upon MapQuest estimates, shall be eligible for stand-by duty.

3. Holidays

3.1 Observed Holidays

Employees will receive the following twelve and one-half (12½) holidays annually, specifically:

"New Years Day", January 1
 The third Monday in January, "Martin Luther King, Jr. Day"
 Friday proceeding "President's Day"
 The third Monday in February, "President's Day"
 The last Monday in May, "Memorial Day"
 "Independence Day", July 4
 The first Monday in September, "Labor Day"
 The second Monday in October, "Columbus Day"
 "Veteran's Day", November 11
 The fourth Thursday in November, "Thanksgiving Day"
 Day after "Thanksgiving"
 12:00 Noon to 5:00 p.m. on Christmas Eve, December 24 (a total of four paid holiday hours)
 "Christmas Day", December 25

Every day proclaimed by the President, Governor or Mayor of the City as a public holiday and made applicable to City employees.

Each day that the Governor declares a day of mourning or special observance as a holiday for State employees if the declaration makes it applicable to City employees.

3.2 Floating Holiday

In addition to the recognized holidays identified in Section 3.1, each eligible employee shall be allocated one floating holiday (equivalent to 8 hours for a full-time employee) per fiscal year on July 1st. Each employee hired prior to July 1 of each year shall be entitled to the floating holiday. Employees hired between July 1 and December 31 will receive 8 hours of floating holiday time. Employees hired between January 1 and June 30 will receive 4 hours of floating holiday time in the fiscal year in which they were hired. The floating holiday must be taken prior to June 30th of each year. The floating holiday will

not be carried over from year to year and there shall be no cash value for the floating holiday during employment or upon separation from the City.

3.3 Holidays for Regular Part-Time Employees

If a scheduled or observed holiday falls on a regularly scheduled day off, the part-time employee shall be entitled to the pro-rated number of holiday hours, which may be taken as time off in the pay period in which the holiday falls.

4. Annual Leave Program

4.1 Accrual

Effective July 1, 2011 employees shall accrue monthly the following Annual Leave:

Length of Service	Monthly Annual Leave Hours	Yearly Annual Leave Hours
0 to 2 years	12.67 Hours	152 Hours
3 to 5 years	14 Hours	168 Hours
6 to 10 years	16 Hours	192 Hours
11 to 15 years	18 Hours	216 Hours
16+ years	19.33 Hours	232 Hours

4.2 Residual Accrued Sick Leave

Effective July 1, 2011, employees shall not accrue any form of sick leave or disability wage, non-industrial or industrial. However, employees who have accrued fully-paid hours under either the sick leave or disability wage program for non-industrial illness and injury shall retain the balance of such hours accumulated as of July 1, 2011. Half-pay hours accumulated as provided by the disability wage plan will be converted to fully-paid hours (balance divided by 2), and credited to the balance of each employee covered by the disability wage plan. Employees in the disability wage plan who have not received their 2011 anniversary allotment of 40 hours of full-pay disability wage at the time of conversion will receive this additional 40 hours upon conversion. Paid leave for approved absence due to injury or illness may be charged against this balance at the employee's discretion. Upon retirement from the City of Rohnert Park, an employee may convert any remaining sick leave balance to service credits pursuant to CalPERS regulations and procedures.

4.3 Accrued Vacation Conversion

Effective July 1, 2011, employees shall not accrue vacation. All existing accumulated vacation shall be converted to Annual Leave.

4.4 Annual Leave Administration

Annual leave hours may be used to provide paid time off for any approved absence, including but not limited to vacation and illness. When annual leave is used for sick leave purposes, the City may require the employee to submit substantiating evidence of illness if there is a demonstrable pattern of abuse.

(a) Accrual Cap

An employee may accumulate annual leave credits up to a maximum of 500 hours of annual leave. Accrual shall cease until the annual leave balance falls below the 500 hour annual leave cap.

(b) Cash Out

Accumulated annual leave shall be converted to cash upon separation from City service.

(c) Seniority Preference

Preference for leave scheduling will be on the basis of seniority within classification and/or as has been past practice.

4.5 Short Term Disability

The City will provide a short-term disability insurance program which includes income replacement of 60% and benefits coordination to employees.

5. Military Leave

The City grants military leave and any related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with state and federal law. The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

6. Other Fringe Benefits

6.1 Fringe Benefit Administration

City reserves the right to select the insurance carrier(s) or to self-administer any of the fringe benefit programs provided during the term of this agreement. In the event that any offered health plan is no longer offered, the City agrees to provide a suitable replacement health plan that is substantially comparable and will agree to meet and confer regarding same.

All benefits provided under this section (Section 6) are subject to the characteristics of each individual benefit program.

The value or availability of the benefits provided in this Memorandum of Agreement as originally worded or as amended from time to time may depend on their tax treatment by the State or Federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this Memorandum of Agreement are limited to the direct cost of providing the salary and benefits as described in this Memorandum of Agreement. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee.

- (a)** The City will continue all employee benefits and pay the appropriate premiums, as specified in the applicable section(s) of this agreement, due for an employee out on an authorized leave while an employee is being compensated by annual leave time, compensatory time, and/or residual sick leave time.
- (b)** Employee may continue certain employee benefits during an authorized leave without pay for the period of the authorized leave by making payment to City for said benefits.

6.2 Catastrophic Leave

Leave benefits shall be provided as outlined in the Amended Catastrophic Leave Program, a copy of which is attached hereto, approved by City Council Resolution No. 2001-270 adopted December 11, 2001.

6.3 California Family Rights Act and Family Medical Leave Act

Employees may request a leave of absence under the California Family Rights Act (CFRA) and/or the Federal Family Medical Leave Act (FMLA). Requests for family and medical leave shall comply with the requirements of the CFRA and/or the FMLA.

6.4 Temporary Light or Limited Duty

Employees injured or ill from either on-the-job (industrial) or off-the-job (non-industrial) causes may, at the City's sole discretion, be assigned to light, limited, or modified duty. Such assignments may involve duties that differ from the normal work duties of the employee. Requests for permanent job accommodations shall be handled through the interactive process required by state and federal law.

6.5 Americans with Disabilities Act

The City and S.E.I.U. recognize that the City has an obligation under law to comply with the Americans with Disabilities Act (ADA).

6.6 Payment to Beneficiary

Upon death of an employee, any unused annual leave, and compensatory time shall be paid to the employee's surviving spouse or beneficiary. In the absence of a spouse or beneficiary, any unused vacation, and compensatory time shall be paid to the primary beneficiary specified by the employee on the employee's enrollment/beneficiary card for City provided Life Insurance.

6.7 Insurance Coverage

The City shall provide the insurance programs described in this Section. The City reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined. Any premiums paid by the employee eligible for Section 125 will be deducted from the employee's pay on a pre-tax basis. These provisions will remain in effect during the term of the agreement unless the parties by mutual agreement agree to different insurance coverage including "cafeteria" style benefits plan.

(a) Health Insurance

The City shall offer employees and their eligible dependents, a health insurance program under the terms set forth below:

- i. For the term of this agreement employees will have a choice of Kaiser Permanente (Traditional \$20 Co-Pay Plan, Traditional \$40 Co-Pay Plan and HSA) or Anthem Blue Cross Prudent Buyer Plan (Traditional \$250 Deductible Plan and HSA) through REMIF or any other comparable health plan offered by the City.
- ii. The City will contribute up to the following amount per month toward the cost of employee medical insurance premiums for City's offered health plans at the employee's enrollment level:

Enrollment Level	2014-2015	2015-2016	2016-2017
Employee Only (Single)	\$469.00	\$485.00	\$500.00
Employee + 1 (Two Party)	\$938.00	\$971.00	\$1,000.00
Employee + 2 (Family)	\$1327.00	\$1,373.00	\$1,400.00

- iii. The City shall provide a copy of the summary description of all health care programs offered by the City to each employee upon request.
- iv. Regular part-time employees may elect to participate in health insurance plans and the City will contribute a pro-rata amount (based on the allocation of the position) towards the premium. 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.

(c) Joint Commitment to Affordable Health Care

The parties are committed to providing quality and affordable health care for all members. Ninety (90) days prior to open enrollment, parties will work together through their Joint Labor Management Committee to review preliminary health care rates and discuss any potential changes to plan design to reduce costs. Any changes to plan designs, including providers, will be made by mutual agreement during the term of the MOA. However, changes necessitated by REMIF's transition from fully insured plans to self-insured plans are outside the scope of this agreement. The City is also willing to participate in discussions with SEIU that could lead to the overall reduction in insurance costs.

6.8 Alternate Benefit

Eligible employees who provide proof of health insurance coverage from a source other than the City may receive an alternate benefit of \$350.00 per month. This benefit shall be provided as outlined in City Council Resolution No. 2007-178, adopted October 23, 2007.

6.9 Dental Coverage

The City shall offer employees and their eligible dependents, a dental insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Understanding. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the dental program offered by the City to each employee upon request.
- (b) In general, the program includes basic dental insurance coverage of payment to Delta Dental PPO network dentists of the indicated percentage up to the maximum of \$2,000 for each eligible person per year for the following benefits:
 - (i) One hundred percent (100%) of the cost of diagnostic and preventative care.
 - (ii) Eighty-five percent (85%) of the cost of basic dental services.
 - (iii) Eighty-five percent (85%) of the cost of crowns and restorations.
 - (iv) Fifty percent (50%) of the cost of prosthodontics.
 - (v) Two thousand dollar (\$2,000) maximum benefit for dental services per person per year.
 - (vi) Fifty percent (50%) of the cost of orthodontics with a one thousand five hundred dollar (\$1,500) lifetime maximum benefit per person.

- (vii) Services rendered by dentists outside of the Delta Dental PPO network (including Delta Dental Non-PPO Dentists) are covered at a reduced rate; are subject to the limitation of section (v) above and a one thousand five hundred dollar (\$1,500) lifetime maximum orthodontic benefit per person.

6.10 Vision Coverage

The City shall offer employees and their eligible dependents, a vision insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Understanding. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the vision insurance program offered by the City to each employee upon request.
- (b) In general, the program includes an eye examination once each twelve (12) months, lenses once each twelve (12) months, and frames once each twenty-four (24) months. An employee may purchase contact lenses in lieu of the benefits summarized above.

6.11 Adoption Benefit

That the City provides a six hundred dollar (\$600) per child cash benefit to employees adopting minor children to help offset the cost of adoptions. This cash benefit does not include the cost of adopting stepchildren, i.e. children of present spouse.

6.12 Death/Bereavement Leave

- (a) A regular employee shall be paid up to three (3) days of bereavement leave when there is a death in their immediate family.
- (b) Additionally, a regular employee may, subject to approval of the supervisor, use two (2) additional days of the employee's accrued sick leave if the employee must travel out of the area, i.e. at least two hundred and fifty (250) miles one way.
- (c) Immediate family in this case means: spouse, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including step-children), step-parents, aunts, uncles, grandparents, grandparents-in-law, grandchildren, relationships in loco-parentis, and close personal relationships with the approval of the City Manager or his/her designee.

6.13 Funeral Benefit

City will provide fifty percent (50%) co-payment, not to exceed two thousand dollars (\$2,000), for funeral expenses for an employee or their spouse only. This funeral benefit will be considered secondary to and shall be coordinated with any and all other funeral benefits that may be payable to employee or spouse.

6.14 Long-Term Disability Insurance

The City shall provide, at no premium cost to employees, long-term disability income protection insurance coverage. The basic benefit shall be sixty six and two thirds percent (66-2/3%) of the employee's monthly base pay with a maximum benefit of five thousand three hundred thirty three dollars (\$5,333). In no event shall the employee receive more than full salary. The benefits provided under this section are subject to the characteristics of the individual program.

- (a) The waiting period for the above long-term disability benefits plan shall be ninety (90) days.

6.15 Life Insurance

- (a) The City will continue to provide, at no premium cost to employees, fifty thousand dollars (\$50,000) life insurance coverage provided to employees and one thousand dollars (\$1,000) for dependents, and which coverage includes accidental death and dismemberment benefits.
- (b) The City will allow, subject to the insurance carrier's approval, any employees to purchase, at their own cost, additional life insurance coverage under the City's group program.

6.16 Deferred Income

The City will continue to make available to the employees a deferred income program, now being administered by Nationwide and International City Management Association (ICMA) or a similar program with another institution acceptable to City.

6.17 Retired Employees

1. Definition of Terms

- a. "Eligible Employee" means any regular full-time or regular part-time benefited employee hired by the City before July 1, 2007, and who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.
- b. "Retired Employee" or "Retiree" is a regular full-time or regular part-time benefited City employee hired before July 1, 2007 who retires from the City and thereafter receives a retirement allowance from CalPERS. Retirement includes service retirement or disability retirement from the City of Rohnert Park.
- c. "Continuous City service" is defined as being continuous regular full-time or regular part-time benefited City employment for calculating length of continuous service and service credit. Part-time (non-benefited) employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.
- d. "Employees Hired on or After July 1, 2007" means any regular full time or regular part-time benefited employee hired by the City on or after July 1, 2007, and who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS. Employees hired on or after July 1, 2007 are entitled to the retiree health benefit set forth in Section 6.17(3) below.

2. Retiree Health Benefits

a. Hired Before July 1, 2007

Before January 15, 2015, the City shall establish a Retiree Health Savings Account (RHSA) for each Eligible Employee and shall contribute \$2,000.00 per year of Continuous City Service into the RHSA. For purposes of the service credit calculation, eligible employees shall receive service credit on a pro rata basis by month and/or days of service as of January 1, 2015.

The City will explore providing alternative plan options to the RHSA, including 457 deferred compensation plans, and if feasible will offer such alternative plans to Eligible Employees.

i. Eligible Employees Who Retire From the City on or After July 1, 2014

For Eligible Employees who retire from the City of Rohnert Park on or after July 1, 2014, the City agrees to make a medical insurance premium contribution toward the applicable early retirement premium in the amount of \$500.00 per month until said Retired Employee reaches the age of Medi-Care eligibility or elects to leave the City medical system. Subject to the eligibility criteria of REMIF and/or insurance plans, Eligible Employees may participate as retirees at their own expense in the City's group health insurance.

ii. Eligible Employees Who Retire Prior to January 1, 2015

In the event an Eligible Employee elects to retire prior to January 1, 2015 subject to the terms of this Agreement and the benefit provided in section 2(a)(i) above, the RHSA shall be established and funded on the date of retirement, or as near as practicable to that date. The Eligible Employee must make the election to retire prior to January 1, 2015 in writing and provide a minimum of thirty (30) days' notice to the Personnel Officer.

Alternatively, Eligible Employees who meet the requirements set forth in Section 6.18 below may retire on or before December 31, 2014 under the provisions of that section.

iii. Dental and Vision Benefits For Eligible Employees

The City agrees to provide/offer regular full-time or regular part-time employees hired before July 1, 2007, the benefit(s) as provided for active employees for dental care, and vision care benefits for retired employees and eligible dependents until the Retired Employee reaches the age of Medi-Care eligibility or elects to leave the City dental and vision system. Calculation of premium will be prorated for regular, part-time employees.

All dental and vision care benefits provided under this section are subject to the characteristics of each individual benefit program.

iv. Medical Contribution, Dental and Vision Benefits in the Event of Retired Employee's Death or Election to Leave the City Benefit System.

In the event of the retired employee's death, coverage provided by the City to the Retired Employee will not continue for the survivors or dependent children of the Retired Employee.

Any Retired Employee who, after retirement from the City, becomes employed elsewhere and is covered by medical, health, dental or vision care benefits by his/her new employer, said coverage provided by the City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary. Retired employees are required to notify the City's Human Resource Department of any additional insurance coverage from new employers.

3. Retiree Health Benefits for Employees Hired On or After July 1, 2007

Beginning July 1, 2014, on a going forward basis, regular full-time or part-time benefited City employees hired on or after July 1, 2007 shall be eligible for the benefits described below in lieu of the benefits described in Sections 6.17 (2) above:

1. Effective July 1, 2014, the City will increase the contribution from \$75.00 per month to \$100.00 per month for active employees in paid status to a Retiree Health Savings Account (RHSA). The monthly contribution will end upon the employee's date of retirement or separation from the City.
2. The City's contribution to an employee's RHSA shall be considered vested to an employee terminating City employment with five (5) or more consecutive years of City service.
3. Calculation of monthly contribution will be prorated for regular part-time employees.
4. Subject to the eligibility criteria of REMIF and/or insurance plans, employees hired after June 30, 2007 may participate as retirees at their own expense in the City's group health insurance.

6.18 Option for Eligible Employees Who Retire Prior to January 1, 2015

The City agrees to make a medical insurance premium contribution toward the applicable early retirement premium or Medicare-eligible premium as outlined in the attached "Appendix A: Insurance Premium Contribution Rate Schedule." Coverage will extend to eligible dependents. The City will provide such contributions only:

1. To regular full-time and regular part-time City employees hired before June 30, 2007 who have at least fifteen (15) years of continuous service with the City and who retire upon reaching retirement age or thereafter and are receiving a retirement allowance from CalPERS. Said employees shall be referred to as "Retired Employees."
 - a. Employees with less than 15 consecutive years of service with the City receive no City fringe benefits, i.e. medical, dental, vision, life insurance at retirement
 - b. Calculation of premium will be prorated for regular, part-time employees.
 - c. Employees must retire concurrent with termination of service with the City to be eligible for this benefit (no vesting).
 - d. The City's share of the premium costs for all retirement benefits as described herein shall not exceed the amount described in the attached "Insurance Premium Contribution Rate Schedule", and shall not include payment of Medicare B premiums.
2. To regular full-time or regular part-time employees hired before June 30, 2007 who:
 - a. Have at least ten (10) years of continuous service with the City, and;
 - b. Are retired forthwith from the City of Rohnert Park service into CalPERS at the time of permanent or total disability, and;
 - c. Are permanently and totally disabled from their occupation and unable to perform with reasonable continuity the material duties of their own occupation. After twenty-four (24) months if gainful employment is obtained in an occupation in which the material duties are reasonably fitted by education, training, experience and compensation to the occupation at the time of disability, the employee shall no longer be considered permanently and totally disabled from their occupation. In such circumstances, benefits shall be discontinued.
 - d. Said employees shall be referred to as "Retired Employees" except for the circumstance noted above in which the employee is no longer permanently and totally disabled. Coverage will extend to eligible spouse, registered domestic partner, and dependents.
3. To the surviving spouse, registered domestic partner, and legal dependents of a regular full-time or regular part-time employee hired before June 30, 2007 who died while a City employee after ten (10) or more years of continuous service with the City. Said employee shall be referred to as a "Deceased Employee."
4. The City agrees to provide/offer and pay to regular full-time or regular part-time employees hired before June 30, 2007, the premium(s) as provided for active employees at time of retirement for life insurance, dental care, and vision care benefits for retired employees and eligible dependents. Calculation of premium will be prorated for regular, part-time employees.
5. Benefits provided under this section shall be coordinated with Medi-Care, Medi-Cal, and any other welfare program available of which said benefit coverage shall be considered primary and City provided coverage in turn considered secondary.
6. All benefits provided under this section are subject to the characteristics of each individual benefit program. The life insurance to be provided will be the life insurance plan amount in effect and in accordance with the provisions of the life insurance program as of the date of employee's retirement.
7. The benefits provided under this section will continue for such retired employees and their spouse, registered domestic partner, and legal dependents, if any, while said retired employee is alive. In the event of the retired employee's death, coverage will continue for the spouse or registered domestic partners until the spouse or domestic partner dies, remarries, or forms another registered domestic partnership. In addition, the benefits provided under this section will continue for said retired or deceased employee's legal dependent children who qualify as an Internal Revenue

Service dependent until said children reach the maximum age limit specified by state or federal law, or the spouse or registered domestic partner marries, or forms another registered domestic partnership whichever occurs earliest.

8. Continuous City service is defined as being continuous regular full-time or regular part-time City employment only for calculating length of continuous service under this section. Part-time (non-benefited) employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid or unpaid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.
9. Any retired employee who, after retirement from the City, becomes employed elsewhere and is covered by medical, life insurance, health, dental or vision care benefits by his/her new employer, said coverage provided by the City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.
10. Any spouse or registered domestic partner of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, becomes employed and is covered by medical, health, dental or vision care benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's or registered domestic partner's employer, and his/her employer's coverage shall be considered primary.

6.19 Clothing Allowance

- (a) The City will provide an employee with reimbursement not to exceed two hundred dollars (\$200) per occurrence for clothing or personal equipment used during the course of employment (excluding jewelry) that has been destroyed or made otherwise non-usable. The City will provide an employee with reimbursement not to exceed fifty dollars (\$50) for the replacement of a watch that has been destroyed.
- (b) For the term of this agreement, the City will provide each employee with reimbursement, not to exceed three hundred dollars (\$300) per fiscal year, for the cost of work boots upon submittal to the City of a paid receipt for the boots. City shall establish voucher payment system for boots.
- (c) Coveralls - For the term of this agreement, the City agrees to provide and replace when necessary appropriate coveralls to those City employees the City deems required to wear them in the performance of their duties, i.e. Maintenance Worker Painter, Equipment Mechanic, Senior Equipment Mechanic, and employees required to work in the sewer system. Said coveralls are and shall remain the property of City.
- (d) Uniforms and Service – For the purpose of this section, uniforms shall be defined as pants and/or shorts. Regular employees shall have the option of being issued city uniforms. Each regular employee electing in writing to be issued a uniform will receive an initial issuance of pants or shorts, not to exceed more than 11 items in total and upon initial hire. Each regular employee shall be issued at least two (2) pairs of pants. Issued uniforms must be worn while on duty. Issued uniforms will be laundered and maintained by the City. Employees with issued uniforms shall return the uniform to the City's designated location on a weekly or biweekly basis for laundering.

In addition, the City will issue eleven (11) logo shirts (t-shirts) and one (1) jacket to each regular employee upon hire into a job class covered by this agreement. Jackets issued shall be durable non-nylon jackets. Employee may choose to be issued (2) two hoodies in place of one durable non-nylon jacket. Rain gear will be issued as needed.

Thereafter, five (5) logo shirts shall be provided annually on the first pay date in December of each fiscal year. Additional shirts may be issued at other times during the years as replacement is needed for normal wear and tear.

The current past practice of the city providing pants, shirts, and jackets will continue until the Uniform and Services are in place at which time current regular employees will be issued the uniforms.

6.20 Education and Training

- (a) The City will provide an education and training assistance program to provide reimbursement to employees for tuition and book costs only for attending and completing, with a satisfactory grade (C or better), courses in the adult high school program, at Santa Rosa Junior College, at Sonoma State University or any other educational institution acceptable to the City. All courses or classes for which reimbursement will be requested must be previously approved by the Supervisor and the City Manager prior to the start of said classes and approval requested on the appropriate City form. The maximum allowed amount reimbursable for tuition is one thousand dollars (\$1,000) per instructional period plus books and materials, with a total reimbursable amount not to exceed three thousand dollars (\$3,000) per calendar year.

6.21 Longevity Pay

The City will continue to provide longevity pay to employees, based on continuous years of service (as defined in Section 6.20 (i)) as follows:

Completed Years of Service	Pay Percentage Increases
5 years	2%
For each year thereafter	1/2%

The maximum longevity pay percentage to be paid shall be ten percent (10%) of base pay. The "completed years of service" will be determined on January 1st and July 1st only and not on an employee's employment anniversary date.

For regular employees hired after 05/12/98, the longevity program as outlined above does not apply.

- (a) **Educational Incentive Pay** - For regular employees hired after 05/12/98, which are not eligible for longevity pay as outlined in Section 6.21, the following educational pay benefit shall be provided:

Stipend Level I - \$75

1. An approved Technical Certificate awarded by Santa Rosa Junior College (SRJC), or other accredited college, that relates to employment in one or more public works functions.
2. A two-year Associate of Science (AS) or Associate of Arts (AA) degree in a subject area not related to public works functions.
3. An approved Technical Certificate awarded by the City, based upon a course of study completed at the SRJC.

Stipend Level II - \$100

1. A two year AS or AA degree with course study related to Public Works. Technical Certificates earned as part of an AS or AA degree are included in this category.
2. A two year AS or AA degree in any subject area, and an approved Technical Certificate.

Stipend Level III - \$135

1. A Bachelor of Science (BS) or Bachelor of Arts (BA) in any major course of study, awarded by an accredited college or university.
2. A two year AS or AA degree with course study related to Public Works, and two (2) Technical Certificates in a subject area related to Public Works. Technical Certificates must be at least thirty (30) units.

The Stipend payments provided above are not accumulative, i.e. only one of the two degrees is paid (cannot receive both stipends; only one stipend is paid per employee). In no event shall an employee be paid for more than one degree.

The Stipend payments are authorized only for AS, AA, BS, and BA degrees from an accredited college or university. A copy of the degree must be provided for validation and approval of payment.

6.22 Retirement Programs

- (a) Effective July 1, 2007, the City will provide the California Public Employees' Retirement System (CalPERS) two and seven tenths percent (2.7%) at fifty-five (55) retirement program to miscellaneous member employees.
- (b) Effective July 1, 2011 the City will provide the California Public Employees' Retirement System (CalPERS) two percent (2.0%) at fifty-five (55) program to miscellaneous member employees hired on or after July 1, 2011.
- (c) Beginning August 1, 2011, employees shall contribute 100% of the required member contribution.
- (d) The City will continue to provide the "single highest year compensation" optional provision in its contract with CalPERS.
- (e) The City will modify the CalPERS Annual Cost-of-Living Allowance Increase (Section 21335) to provide for a 2.0% annual maximum cost-of-living increase for employees hired after December 31, 2007. Employees hired prior to December 31, 2007 shall be eligible for the 5.0% annual maximum cost-of-living allowance increase as defined in Section 21335.
- (f) **New Employees Hired On or After January 1, 2013 Who Are New Members of the CalPERS System**

Effective January 1, 2013, the City will provide the CalPERS two percent (2.0%) at sixty-two (62), highest three year average program to new miscellaneous employees (who meet the definition of a new member under PEPR) hired on or after January 1, 2013.

Effective, July 1, 2013, such new miscellaneous member employees hired on or after January 1, 2013, shall contribute at least fifty percent (50%) of the normal cost rate to CalPERS.

Pensionable compensation does not include monies paid to new miscellaneous members for bonuses, uniform allowance, overtime allowance or reimbursement for housing and vehicles, or any ad hoc or one-time payments pursuant to Government Code Section 7522.34(c).

(g) Benefits provided are subject to CalPERS regulations and relevant law.

6.23 Dependent Care Assistance Program

City will continue to provide the Dependent Care Assistance Program (DCAP) as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for childcare as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

6.24 Health Care Tax-Free Dollar Account Program

City will continue to provide the Health Care Tax-Free Dollar Account Program as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for the cost of monthly health care premiums as well as eligible unreimbursed medical expenses, as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

6.25 Hearing Aid Benefit

The City shall reimburse employee only eighty percent (80%) with a lifetime maximum of nine hundred dollars (\$900.00) for a hearing aid device.

7. Agency Shop and Payroll Deductions

7.1 Agency Shop

City acknowledges that S.E.I.U. Local 1021 is the exclusive representative for certain classifications listed below and that an agency shop arrangement as authorized by State law (Government Code Section 3502.5) was established pursuant to an election held during a previous contract period. The agency shop shall apply to all regular full-time and regular part-time Public Works employees except seasonal and temporary employees including Equipment Mechanic, Senior Equipment Mechanic, Instrumentation Technician, Electrician, Arborist, Meter Technician, Maintenance Worker II, Maintenance Worker I, and Maintenance Worker Trainee. Public Works' positions designated managerial by City, if any, shall not be subject to this Agency Shop Agreement.

7.2 SEIU Dues Deduction

S.E.I.U. will be provided with monthly payroll deduction of dues, service fees and premium amounts for insurance programs sponsored by the employee's organization at no cost to the employee organization.

7.3 Employee Listing

S.E.I.U. will provide the City Manager with a listing of deductions to be made from represented employees. Said listing will remain in force until amended by S.E.I.U. in writing. S.E.I.U. will hold the City harmless from any liability for errors resulting from errors on the listing provided by S.E.I.U.

7.4 SEIU Paycheck Deduction

All S.E.I.U. deductions will be taken from the mid-month paycheck and promptly forwarded to S.E.I.U.

7.5 SEIU Membership – Service Fee

Employees covered by this Memorandum of Agreement shall join and maintain membership in S.E.I.U., or at the employee's option (1) pay a monthly service fee equal to a percentage of monthly dues paid by S.E.I.U. members, or (2) pay monthly to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, a sum equal to the monthly dues paid by S.E.I.U. members. Said percentage will be established on an annual basis by S.E.I.U. in accordance with Hudson procedures. Option number two (2) is only available to an employee with a bona fide religious objection.

7.6 Hold Harmless

S.E.I.U. agrees to indemnify and defend the City, its officers, employees and agents and hold it harmless against any and all suits, claims, demands and liabilities that shall arise directly or indirectly out of any action that shall be taken or not taken or on behalf of the City, its officers, employee and agents for the purpose of complying with the foregoing sections.

7.7 Fair Representation

S.E.I.U. agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes covered by this Memorandum of Agreement regardless of whether they are members of S.E.I.U. This paragraph shall not be construed to create rights greater than those contained in applicable State and Federal law.

7.8 SEIU Required Membership

All S.E.I.U. members who had S.E.I.U. deduction authorizations on file with the Auditor-Controller or S.E.I.U., or who may thereafter authorize in writing the deduction of their S.E.I.U. dues, shall remain on payroll deduction for the term of this Memorandum of Agreement or so long as they are members of the representative units. S.E.I.U. members may terminate payroll deductions of dues at the expiration of this Memorandum of Agreement by giving written notice to S.E.I.U. during an one-month period between ninety (90) and sixty (60) days prior to the expiration of the term. S.E.I.U. agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any claim, liability or damage arising from this provision.

8. Safety & Work Equipment

8.1 Safety Items

City will continue to furnish employees with necessary safety items including equipment, tools and appropriate rain gear. Any items furnished by City shall remain the property of City.

8.2 UV Protection

City will reimburse for sunglasses providing UV protection, not to exceed \$150.00 per employee per fiscal year.

8.3 Basic Tool Kit

City agrees to, based upon need, provide and maintain for all full-time regular employees covered by this Memorandum of Agreement a basic tool kit. All items provided in the basic tool kit are and shall remain the property of the City.

- (a) City agrees to replace stolen or damaged City owned tools in a reasonable time period (i.e. within one (1) month (unless an unusual item) and with the approval of a Public Works supervisor.

- (b) It is understood that it is the employee's responsibility to take reasonable care in avoiding the loss or theft of City-owned tools/equipment.
- (c) Use of Personal Tools: Certain employees may be permitted to use personal tools in the workplace, upon request and as described in the Department of Public Works policy, *Use of Personal Tools for City Business*. The reimbursement for personal equipment described in Section 6.19(a) of the Memorandum of Agreement will not apply to personal tools used in the workplace in accordance with this policy.

9. Salary Adjustments & Miscellaneous Pay

9.1 Salary Adjustments

- (a) Effective the first full pay period in July 2014, all members shall receive a one-time payment of three percent (3%) of their base salary. This is non-pensionable.
- (b) Effective the first full pay period in July 2015, all members shall receive a one-time payment of three percent (3%) of their base salary. This is non-pensionable.
- (c) Effective the first full pay period in July 2016, all members shall receive a three percent (3%) increase to base salary in pensionable compensation.

9.2 Pay Day

City shall distribute paychecks to employees by noon on payday.

9.3 Ratification Bonus

Upon ratification of this Agreement by SEIU and the City of Rohnert Park, the City shall pay to each employee a ratification bonus of \$500.00. This bonus will be paid in one lump sum in the first full pay period for the fiscal year 2014/15 (July 25, 2014). The ratification bonus is taxable, and all regular payroll taxes will be withheld unless deferred into a 457 account.

9.4 Layoff Procedure

The City and S.E.I.U. agree to clarify how Section 21, Layoffs and Section 22, Reinstatement in City Manager's Administrative Policy No. 1, Personnel Rules and Regulations shall apply to S.E.I.U. members.

Total time employed by the City, not including temporary employment assignments, shall be used to determine the seniority of a given employee. Part-time employment shall be credited on a prorated basis. For example, half time employment during two weeks will be credited as one week of employment when determining seniority.

In the event of a layoff, the City agrees to lay off employees according to seniority. The layoff order of employees within a given classification will be as follows: the employee with the least seniority will be subject to lay off first, the employee with the second least seniority will be subject to lay off second, and so on. The employee with the most seniority will be the last employee subject to lay off within a given classification.

In the event of employee reinstatement, the City agrees to reinstatement according to seniority. The reinstatement order of employees within a given classification will be as

follows: the employee with the most seniority will be reinstated first, the employee with the second most seniority will be reinstated second, and so on. The employee with the least seniority will be the last employee to be reinstated within a given classification.

9.5 Certification and License Program

A schedule of stipends for maintenance employees obtaining job-related certificates and licenses has been established and will be provided as described in Appendix B of this MOA.

(a) The history of this program is as follows: In July 2005, the City of Rohnert Park and SEIU established a schedule of stipends for maintenance employees obtaining job-related certificates and licenses. In July 2006 and July 2007, the Lead Worker Stipend and the Senior Lead Worker Stipend were increased to 2.1% of salary and 5.0% of salary respectively. During negotiations for a successor MOA in 2007 between the City and SEIU Local 1021, the program was further modified, creating three levels for stipends and increasing the amount for "lead worker" and "senior lead worker." On March 26, 2008, the City and SEIU agreed in a side letter to the following in transitioning to the modified Certification License Program:

- i. An employee receiving the Lead Worker Stipend or the Senior Lead Worker Stipend on June 31, 2007, will receive the respective increase (from 2.1% to 2.6% for the Lead Worker, from 5.0% to 6.0% for the Senior Lead Worker) less any applicable deductions or taxes, retroactive to July 1, 2007.
- ii. If during the period between July 1 and December 1, 2007, an employee, as a result of obtaining applicable certificates or licenses, would have become eligible for the Lead Worker Stipend or the Senior Lead Worker Stipend under the program criteria in effect prior to July 1, 2007, the employee will receive the increased stipend amount retroactive to the date he/she became eligible, less applicable deductions and taxes.
- iii. An employee that, as a result of the modification to the stipend criteria qualified as of December 1, 2007 for a higher stipend, shall receive an amount equal to the difference between the stipend amount received and the amount they were qualified for, retroactive to December 1, 2007, less applicable deductions and taxes.
- iv. The stipends will be designated as Level I Stipend, Level II Stipend, and Level III Stipend in Appendix B of the MOA.
- v. With the exception of employees that retired between July 1, 2007, and the date of this side letter, employees that may have been eligible for additional stipend pay that have terminated employment with the City shall not be entitled to any retroactive payment. Calculation of retroactive payments for retirees shall be on salary only, less applicable deductions and taxes, and shall not include vacation or other "payouts" that the retiree may have received at the time of retirement.

10. Alcohol

The City and S.E.I.U. agree to continue to work together to assist any employees who have an alcohol or alcohol related, drug or substance abuse problem. It is mutually acknowledged that continued cooperative efforts would give employees a much better opportunity to recover from this very serious health problem.

Since Public Works employees are required to drive City vehicles, use various types of power equipment and tools, and perform their work in locations such as streets and trenches, and it is known that drinking alcoholic beverages or taking certain drugs may slow a person's reflexes and ability to think clearly. The probability of having an accident is increased after drinking

alcohol or taking certain drugs. The City recognizes that this situation could place the employee as well as co-workers and the public at risk of injury.

10.1 Alcoholic Beverages or Other Drugs

Alcoholic beverages, or other drugs which affect an employee's ability to drive or function safely, shall not be used by employees during their assigned regular work day, nor while on assigned standby duty.

10.2 Off-duty Hours

If an employee who has been drinking alcohol or using a drug which may impair the employee's ability to drive or function safely receives a call to return to work during off duty hours, the employee must decline the request to work.

10.3 Prescription Drugs

Employees using prescription drugs, which affect the employee's ability to work safely, must inform their supervisor and may be assigned to other appropriate duties or required to take sick leave.

11. Smoking

S.E.I.U. acknowledges that the City intends to hire employees with the clearly expressed condition of employment that they refrain from smoking.

13. Grievance Policy and Procedure

Both S.E.I.U. and City agree to comply with the grievance procedure as outlined in Resolution No. 79-22, adopted February 13, 1979, a copy of which is attached hereto. Failure to meet any time line or specifically comply with any other requirement of the grievance procedure constitutes a specific waiver and is a bar to further consideration of the grievance.

14. Use of City Facilities

Employees and their eligible dependents (as defined by City policy), will be allowed to participate with no fee imposed in open gym time and use the weight room and locker room facility at the Sports Center when such facilities are open and also participate in the Lap Swim Program conducted at the City's swimming pools. In the event that the City determines that such use of the Sports Center by dependents of employees adversely impacts the public's access to the Sports Center facilities, the parties will re-open this Section 14. Other activities requiring payment of a fee can be discussed with the City Manager for consideration of a waiver of part or the entire fee.

15. Management Rights

Except as limited in this Memorandum of Agreement and applicable State laws, the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of city government and the purpose and mission of its departments and agencies, to determine the nature, levels and mode of delivery and to set standards of service to be offered to the public; and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of this Memorandum of Agreement; to direct its

employees and establish employee performance standards and to require compliance therewith; to take disciplinary action; to discharge, suspend, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable laws; to lay off its employees whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds, or other legitimate reasons; to determine whether goods or services shall be made, purchased, or contracted for; to determine the methods, means, and numbers and kinds of personnel by which the City's services are to be provided; including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the City; and to take all necessary actions to protect the public and carry out its mission in emergencies.

16. Work Curtailment (No Strike Clause)

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

17. Personnel Rules and Regulations

City Agrees to meet and confer with Union regarding any updates or changes to its Personnel Rules and Regulations.

18. Term of Agreement

This agreement shall become effective on July 1, 2014 through June 30, 2017, unless extended by mutual agreement of the parties.

19. Succeeding Agreement

Negotiations for the period commencing July 1, 2017, shall begin on or before February 1, 2017, by which time S.E.I.U. shall submit its proposals to the City Manager.

20. Invalidation

20.1 Suspension of Agreement

If during the term of this agreement, any item or portion thereof of this agreement is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this agreement shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portion, which shall continue in full force and effect.

20.2 Replacement

In the event of suspension or invalidation of any article or section of this agreement, the parties agree, that except in an emergency situation, to meet and confer within thirty (30)

days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

21. Non-Discrimination

City acknowledges that in receiving the benefits afforded by this Memorandum of Agreement, no person shall in any way be favored or discriminated against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age, sex or sexual preference, or physical or mental disability.

22. Personnel Files

Employees or their duly authorized representative have the right to inspect his or her personnel file maintained on him or her by the City. Employees have the right to respond in writing to anything contained or placed in their personnel file and any such responses shall become part of the personnel file.

23. Employee Performance Evaluations

23.1 Performance Evaluation

Employees shall be provided with a copy of his/her performance evaluation twenty-four (24) hours prior to the evaluations interview.

23.2 Employee Response to Performance Evaluation

Employees have the right to respond in writing to the evaluation report should they so desire. Said responses should be submitted to the reviewer no later than thirty (30) days after the evaluation interview.

24. SEIU Officers

The City agrees to authorize two (2) job stewards and one (1) alternate to attend to S.E.I.U. business. In no event shall more than two (2) S.E.I.U. representatives attend to S.E.I.U. business meetings. Total time spent shall not exceed forty (40) hours in aggregate in any fiscal year. S.E.I.U. shall provide a monthly reporting to the City the names and hours used by S.E.I.U. officers during City hours. In all cases, the S.E.I.U. officers shall secure permission from their supervisor before leaving a work assignment.

25. Scrap Metal Fund

A scrap metal fund is authorized by the City for all proceeds received from the sale of scrap metal pulled from the garbage by employees. Said proceeds will be used for the purpose of sponsoring employee picnics, birthday celebrations and other functions approved by the employees and the City. Proper accounting shall be kept on all receipts and disbursements from said fund.

S.E.I.U. acknowledges that all garbage/trash, salvage, scrap and scrap metal collected by employees, is the property of the City. Employees are not entitled to any garbage/trash, salvage, scrap or scrap metal collected during the course of their work for City.

26. Transfer Rights

Should the City decide to establish a full-time fire services section staffed with full-time permanent personnel, the City will extend transfer rights to those employees who meet the qualifications of the position so they can apply for same.

27. Labor Management Committees

27.1 Joint Labor Management Committee – Ad Hoc

The City and the Union support the creation and the utilization of a joint Labor-Management committee. The Labor-Management Committee shall be comprised and function in the following manner:

- (a) The Committee shall be made up of no less than two (2), nor more than four (4) members each from the Union. A City representative or Union committee member trained in facilitation or group problem solving may serve as a facilitator.
- (b) The Committee meetings and related training shall be deemed City business for compensation purposes; however, it is the intent that Committee meetings and/or trainings be held during the regular workday and will not result in overtime compensation.
- (c) The Committee may be continued, modified or expanded by mutual agreement of the participants.
- (d) The Committee may review, discuss and make recommendations on a variety of departmental issues of mutual concern.
- (e) The committee is encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select the high priority issues of mutual interest to review. The Committee is encouraged to define the issues carefully, study and evaluate the most promising solutions, and make a recommendation with the supporting documentation to the Department Head with a copy to Human Resources and the Union.
- (f) The Department Head shall evaluate the proposed solution, make a decision on the Committee's recommendation, and report back his/her decisions.
- (g) The Committee does not replace nor replicate the meet and confer process, and has no authority to bargain, modify or add to existing provisions of the Memorandum of Agreement or other agreements between the Union and the City that are subject to meet and confer or meet and consult.

27.2 Joint Labor Management Committee – Workload/Scheduling

A Labor-Management Committee ("LMC") will meet quarterly during the term of the MOA to discuss what elements of the workload or scheduling the public works department may be modified to reduce the current need for temporary workers. The purpose of the LMC is to allow SEIU to discuss with City Management any advisory suggestions, recommendations and ideas. The parties understand that SEIU's and the City's suggestions, recommendations and/or ideas from the LMC will not be considered meet and confer under the MMBA so that SEIU's rights under the MOA are maintained and similarly the City's management rights are maintained. However, in the event that SEIU and the City reach mutual agreement at the LMC during the term of the MOA, the parties may enter into a side letter to modify current terms and conditions of employment subject to the ratification of SEIU members and approval of the City Council.

28. Maintenance Worker Trainee Program

The City will implement the Maintenance Worker Trainee Program as described in Appendix C.

29. Total Compensation Survey

The City agrees to conduct a total compensation survey consistent with the City's Compensation Philosophy. The survey will be initiated not later than November 1, 2016 and will be completed prior to the commencement of negotiations for a successor MOA.

30. Complete Understanding

The terms and conditions contained in this MOA represent the full, complete, and entire understanding of the parties of matters within the scope of representation. This MOA terminates and supersedes all practices, agreements, side letters, procedures, traditions, and rules and regulations inconsistent with any matters specifically covered in this MOA. During the term of this MOA, any side letter between the parties is required to be signed by an authorized representative of SEIU and the City Manager or his or her designee.

CITY OF ROHNERT PARK

**SERVICE EMPLOYEES INTERNATIONAL
UNION (S.E.I.U.) – Local 1021**

Darrin Jenkins, City Manager DATE

Chuck Harmon, S.E.I.U. Representative DATE

Del Reid, S.E.I.U. Representative DATE

Sean O'Donnell, S.E.I.U. Representative DATE

Carolyn Lopez, Field Representative, S.E.I.U. DATE

By: _____

Joseph T. Callinan, Mayor

Jason Klumb, Area Director, S.E.I.U.

Resolution Number: _____

Attest:

Pete Castelli, Executive Director, S.E.I.U.

JoAnne Buergler, City Clerk

Approved As To Form:

Michelle Marchetta Kenyon, City Attorney

The following are incorporated in this Agreement by reference:

- **Appendix A: Insurance Premium Contribution Rate Schedule 7/1/13-6/30/14**
- **Appendix B: Certification & License Program**
- **Appendix C: Maintenance Worker Trainee Program**
- City Council Resolution No. 79-22, adopted February 13, 1979 – Employee Grievance Procedure
- **City Council Resolution No. 80-140, adopted August 11, 1980 - Permanent Part-Time Employees' Fringe Benefits,**
- **City Council Resolution No.2007-178, adopted November 26, 1996 – Alternate Benefit Program**
- **City Council Resolution No. 2001-270, adopted September 10, 1997 – Catastrophic Leave Program**
- **City's Personnel Rules & Regulations**

APPENDIX A: Retiree Medical Insurance Table

This Appendix only applies to Eligible Employees retiring under the 2013-2014 MOA on or before December 31, 2014

PREMIUM CONTRIBUTION RATE SCHEDULE FROM 7/1/13 THROUGH 12/31/14

EMPLOYEES HIRED PRIOR TO JULY 1, 1993 who retire between 7/1/13 and 12/31/14.

City contribution formula at time of retirement is: 80% of the lowest cost premium.	Lowest employee-only premium cost at time of retirement	Lowest employee+1 premium cost at time of retirement	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree only.</i>	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree + eligible others.</i>
80%	\$555.11	\$1,110.22	\$444.09	\$888.18

EMPLOYEES HIRED between JULY 1, 1993 and June 30, 2007 who retire between 7/1/13 and 12/31/14.

Years of Service	% of City contribution based on Years of Service	City contribution formula at time of retirement: 80% of the lowest cost premium.	Lowest employee-only premium cost at time of retirement	Lowest employee+1 premium cost at time of retirement	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree only</i>	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree + eligible others.</i>
15-19.99*	50%	80%	\$555.11	\$1,110.22	\$222.04	\$444.09
20-24.99	75%	80%	\$555.11	\$1,110.22	\$333.07	\$666.13
25+	100%	80%	\$555.11	\$1,110.22	\$444.09	\$888.18

*10-19.99 years of service for permanently and totally disabled retirees and deceased employee survivors only.

APPENDIX B: Certification and License Program

The purpose of this Appendix is to describe the City's Certification and License Program. The City and the Union recognize the value to the City of highly qualified employees and to that end has established a schedule of stipends for employees that obtain certificate and licenses. There are three designated levels for stipends:

Level I Stipend:	minimum of 7 points	2.6% of base pay
Level II Stipend:	minimum of 14 points	4.5% of base pay
Level III Stipend:	minimum of 20 points	6.0% of base pay

The certifications and licenses listed below are general descriptions. Some certifications provided by trade groups may not meet minimum City standards and will not be counted as valid certification. Final determination of applicable licenses and certifications shall be made by the City Manager or his/her designee.

Certifications/Licenses	Point Value
OSHA Certified Trainer	3 points
Pool Operator	3 points
Certified Playground Inspector	4 points
HVAC Certified Technician	3 points
Certified Master Mechanic	3 points
Backflow Certification	3 points
Hazwoper Certification	3 points
Water Distribution 1 License	3 points
Sewer Collection 1 license*	3 points
Class A or B Drivers License	7 points
Journey-level Trade Training (e.g. electrician, plumber, carpenter)	2 points
Water Treatment 1/Distribution 2 license	4 points
Sewer Collection 2 license*	4 points
Water Treatment 2/Distribution 3 license	7 points
Sewer Collection 3 license*	7 points
Water Treatment 3/Distribution 4 license	10 points
Sewer Collection 4 license	10 points
Water Distribution 5 license	13 points

* California State standards are pending on sewer collection licenses. This license may change based on final standards and will need to be updated at a future date.

APPENDIX C: Maintenance Worker Trainee Program

- A. Employees hired or promoted to the class of Maintenance Worker Trainee will serve a probationary period of up to 24 months. During the probationary period, incumbents are required to meet the minimum qualifications of a City of Rohnert Park Maintenance Worker I, which includes possession of any two of the following certifications/general competencies:
- i. Grade 1 Water Distribution Operator (certification)
 - ii. Grade 1 Water Treatment Operator (certification)
 - iii. Grade 1 Wastewater Collection System Operator (certification)
 - iv. Backflow Tester (certification)
 - v. Class B Driver's License (CA)
 - vi. Pesticide Applicator Certificate (certification)
 - vii. Certified Playground Safety Inspector (certification)
 - viii. Certified Pool Operator (certification)
 - ix. HVAC Technician (general competency)
 - x. Plumbing (general competency)
 - xi. Electrical (general competency)
 - xii. Building Repair/Carpentry (general competency)
 - xiii. Heavy Equipment Operation (general competency)
 - xiv. Streets and Sidewalk Repair (general competency)
- B. "General Competency" shall be defined as an incumbent's demonstrated proficiency in performing essential job skills typically used and needed by City of Rohnert Park Maintenance Worker 1 classification. These skills are listed in section A(ix) through A(xiv) of this Side Letter Agreement. These essential skills differ from "certification" requirements in that these particular essential skills are not regulated to the same extent by state and federal agencies, and specific curricula and certificate tests are not mandated by state and federal agencies. General competencies requirements as defined by the City are detailed in the Personnel Qualification Standard. The Personnel Qualification Standard provides a mechanism where demonstrated and observed job performance is acknowledged by the incumbent's supervisor and approved by the department head. General competencies shall be used in combination with or in lieu of certifications for determining an incumbent Trainee's achievement of minimum Maintenance Worker I qualifications.
- C. Each year, measured from the employment date as a Maintenance Worker Trainee, incumbents are required to achieve at least one specific certification/general competency, along with other training and experience goals. Within four weeks of appointment, the City and employee will review certification/general competency requirements, and the City will provide the employee with a written plan for achieving required certifications/general competencies. Attendance at training for required certification shall be at City expense. Incumbents who fail to meet these qualification requirements, or any other performance or behavior standards, within the probationary timeframes will be rejected during probation in accordance with Section 5(H) of the City's Personnel Rules.
- D. Incumbents who meet these goals and who otherwise meet the requirements for Maintenance Worker I may be promoted to the job class of Maintenance Worker I in advance of the full 24 month probationary period.
- E. Incumbents promoted to the class of Maintenance Worker I shall serve an additional six (6) month probationary period. Should the incumbent fail to meet promotional probationary standards during this period, he/she may not return to the job class of Maintenance Worker Trainee, but will otherwise have return rights to any regular position held (without a break in service) prior to appointment as a Maintenance Worker Trainee in accordance with Section 5(H) of the City's Personnel Rules.
- F. The list of certifications and competencies above is relevant to current services provided by the Department of Public Works, and the City may at any time add or delete certifications and competencies based on service and industry changes after completing any meet and confer obligations with the Union; except that any certification or competency listed on an incumbent Trainee's authorized training plan will be considered as meeting the requirements of achieving two specific certifications/general competencies.

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