



# **MEMORANDUM OF AGREEMENT**

between

**THE CITY OF ROHNERT PARK**

and the

**ROHNERT PARK PUBLIC SAFETY OFFICERS ASSOCIATION**

**(RPPSOA)**

**EFFECTIVE JULY 1, 2004 – JULY 1, 2007**

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# MEMORANDUM OF AGREEMENT

The City of Rohnert Park (City) recognizes the Rohnert Park Public Safety Officers' Association (RPPSOA) as the labor bargaining and representation unit for Public Safety Sergeants, Public Safety Officers, Public Safety Dispatchers, Communications Supervisor, Community Services Officers, Part-Time Dispatchers, and Public Safety Officer Trainees.

Pursuant to Government Code Section 3500 et. seq., the representatives of the RPPSOA and the representatives of the City have met and conferred and hereby submit their joint recommendation for salary and benefit compensation for all members of the bargaining unit.

Public Safety Officer Trainees are included in this Memorandum of Agreement with limited terms and conditions only as specified herein.

## 1. Hours of Work

### 1.1 Regular Workweek for Employees

- (a) Four (4) consecutive workdays of ten (10) consecutive hours followed by three (3) consecutive days off shall constitute the primary workweek for all employees of the bargaining unit, except those assigned to the Fire Division on the Kelly Plan Schedule and Public Safety Officer Trainees. Employees required to work more than forty (40) hours or more than four (4) consecutive workdays during any seven (7) consecutive day period, or work more than the normal number of hours worked in a single workday shall be paid at time and one-half his/her regular pay rate as described in Section 2.1. Under special or unusual circumstances, alternate workweeks can be implemented by the Director of Public Safety through a side-letter agreement with the RPPSOA following a Meet and Confer Process. Such side-letter agreements shall contain a specific expiration date and shall not establish precedent for future cases. The established work cycle shall commence at 12:01 a.m. on Monday.
- (b) In order to provide public safety services to the community at all times during the day, the City will establish shifts. The City retains the authority to determine the regular start and end times and days of shifts.

### 1.2 Dispatchers Shift Rotation

Shifts will be rotated among dispatchers in time intervals at the discretion of the Director of Public Safety.

### 1.3 Public Safety Officer Trainees'

Public Safety Officer Trainees' hours of work generally will be to attend and participate in the Basic Police Academy. City reserves the right to make additional work assignments.

### 1.4 Police and Fire Training Drills

Public Safety Sergeants, Public Safety Officers, and Community Service Officers are required to participate in police or fire training drills unless on approved leave or previously excused in writing by the Director of Public Safety.

## 1.5 Breaks and Meal Breaks

Public Safety Sergeants, Public Safety Officers, and Community Services Officers are allowed two (2) fifteen minute breaks and a thirty (30) minute paid meal break during assigned shift, but work assignments are priority and paramount and City is not obligated or liable in any manner for meal time or breaks not taken.

Dispatchers will be allowed a thirty (30) minute paid meal period during the shift, however work assignments are priority and paramount and City is not obligated or liable in any manner for meal periods not taken. Dispatchers are encouraged to remain on the work site during their entire work shift.

## 1.6 Shift Changes

(a) Employees shall receive at least seventy-two (72) hours notice of shift changes except in instances of emergency declared by the Director of Public Safety or an injury to an employee, which, in the City's opinion, necessitates a shift change.

(b) All work performed as the result of a shift change with less than seventy-two (72) hours notice in violation of paragraph (a) above shall be compensated at the overtime rate until the employee resumes his/her regular shift or the seventy-two (72) hour notice period has expired, whichever occurs first. Regular shift as used here means the employee's normal hours worked prior to the shift change with less than seventy-two (72) hours notice.

## 1.7 Limit on Hours Worked in a Work Cycle

No employee shall be required to work more than forty (40) hours during any seven (7) day work cycle or more than eighty (80) hours during any fourteen (14) day work cycle. Otherwise said employee's work shall be paid at time and one-half his/her regular pay rate.

## 1.8 Shift Change Day Light Savings Time

Shifts worked on the dates on which Day Light Savings Time is adjusted will be ten (10) hour shifts. Overtime will be paid for extra time worked if the City prolongs the shift as a result of changing the clock. There shall be no deduction in pay if the City shortens the shift as a result of changing the clock.

## 1.9 Kelly Plan Schedule

An adequate number of teams, consisting of no fewer than two (2) RPPSOA members (Sergeants and PSO's) each will work a 24-hour Kelly Plan schedule to provide minimum round the clock staffing of two (2) or more PSO staffed fire stations. The City reserves the right to implement modified staffing in the event of a declared emergency situation.

(a) The work period is a 28-day period. Overtime will be paid for hours worked in excess of 212 hours for that work period. Overtime payment shall be as provided for in section (c) below. Additional overtime (beyond the 56 hour work period) shall be compensated in the manner of the provisions of the current MOA.

(b) The pay (base pay, longevity, and engineer/captain/EMT pay) will remain the same for the monthly period because of the City's semi-monthly payroll

system. In effect, the pay for each 28-day work period will be calculated by dividing the pay referred to above by 13 (the number of work periods in a year).

- (c) RPPSOA members working the Kelly Plan will receive 156 hours of FLSA overtime (at regular MOA overtime rate) per year (6.5 hours per semi-monthly payroll). This overtime pay can be credited as comp time earned. This determination will be made solely at the discretion of the employee.
- (d) The Kelly Plan expansion will be implemented at the discretion of the Public Safety Director base on available staffing. Credit for overtime that may be caused by a partial month shall be pro-rated based on the number of days remaining in that month from the day of expansion.
- (e) Holiday pay, sick time accrual, vacation time accrual, court time off and fire call out pay during time off will remain unchanged as per the current MOA.
- (f) Use of vacation time, sick time and related benefit time off for employees regularly assigned to the Kelly Plan shall be computed by a ratio of 0.71.

## 2. Overtime/Compensatory Time/Call-Out/Stand-by/Court

### 2.1 Overtime

- (a) That compensation at time and one-half the employee's regular normal hourly rate under any of the following circumstances.
  - 1. Work hours over forty (40) hours in any one week.
  - 2. Work hours over the normal number of hours worked in a single workday.
  - 3. Work hours of a workday beyond the normal number of workdays in the employee's regular work schedule.
- (b) Dispatchers in a part-time status shall receive compensation for all hours worked over ten (10) hours in a shift at the rate of one and one-half times his/her regular hourly rate of pay.
- (c) That compensation at the normal overtime rate will be paid for all mandated fire drills conducted during employee's off-duty hours.
- (d) Compensation for off-duty full-time employees required to answer the fire service alarm shall be the normal overtime rate with a minimum of three (3) hours call-out pay at time and one half.
- (e) For Public Safety Officer Trainees only – Overtime shall be paid in accordance with all applicable State and Federal laws.
- (f) An employee may petition their supervisor, the management designee or the Director of Public Safety, in that order, for dispensation from mandatory overtime on the basis of hardship or other unusual circumstances.

### 2.2 Compensatory Time

- (a) That a maximum of one hundred and forty (140) hours of compensatory time off may be accrued by mutual agreement of the employee and Director of Public Safety. (2.3)

- (b) The City, at its sole option, may pay off up to seventy-five percent (75%) of the accrued compensatory time. Employees, at their sole option, may be paid for accrued compensatory time.

### 2.3 Call-Out

That call-out for any City Public Safety function during off-duty periods shall be compensated at the normal overtime rate with a minimum of three (3) hours at time and one-half call-out pay. Call-out time shall include reasonable travel time to and from the employees' residence, appearance in court in response to a subpoena in their off-duty time or other official hearings on City of Rohnert Park business. Extension of shifts, at the beginning or end, will not be considered call-out duty, specifically, thirty (30) minutes before or fifteen (15) minutes after the employee's regular shift. (2.4 and 2.5)

### 2.4 Stand-By

- (a) That whenever stand-by is mandatory, employees will be compensated at the rate of one-half (1/2) their regular hourly rate for each hour of stand-by, unless otherwise mutually agreed to by the employee and representative of the City.
- (b) That no on-call restrictions or limitations are placed on employees on their off-duty time unless specifically required or agreed to by employee.

### 2.5 Off-Duty Court Appearance Pay

Employees required to appear in court on City business during off-duty hours shall receive a minimum of three (3) hours pay at the overtime rate or pay for actual hours worked, whichever is greater.

An employee shall only be considered on-duty for that time that he/she is actually at court or activities related to court appearances.

The Department will notify an employee by 1700 hours the previous business day if his/her court appearance is cancelled.

Notification of an employee's court appearance cancellation will be accomplished via the text pager system and Department voice mail system.

An employee is required to check his/her Department voice mail at 1700 hours the previous business day to the court appearance to check if the court appearance is cancelled.

When the court appearance is cancelled by 1700 hours the previous business day, the employee receives no compensation.

When an employee's court appearance is cancelled after 1700 hours the previous business day to the court appearance, the employee is entitled to two (2) hours compensation at the overtime rate.

## 3. Holidays

### 3.1 Observed Holidays

Employees will receive the following thirteen and one-half (13½) holidays annually, specifically:

"New Years Day", December 31, 2004, January 2, 2006, and January 1, 2007

The third Monday in January, "Martin Luther King, Jr. Day" January 17, 2005, January 16, 2006, and January 15, 2007

Friday proceeding "President's Day," February 18, 2005; February 17, 2006, and February 16, 2007

The third Monday in February, "President's Day," February 21, 2005, February 20, 2006, and February 19, 2007

The last Monday in May, "Memorial Day," May 30, 2005, May 29, 2006, and May 28, 2007

"Independence Day," July 5, 2004, July 4, 2005 and July 4, 2006

The first Monday in September, "Labor Day," September 6, 2004, September 5, 2005 and September 4, 2006

"State Admission Day," September 9, 2004, September 9, 2005, and September 8, 2006.

The second Monday in October, "Columbus Day," October 11, 2004, October 10, 2005, and October 9, 2006

"Veteran's Day," November 11, 2004, November 11, 2005 and November 10, 2006

The fourth Thursday in November, "Thanksgiving Day," November 25, 2004, November 24, 2005, and November 23, 2006

Day after "Thanksgiving," November 26, 2004, November 25, 2005, and November 24, 2006

12:00 Noon to 5:00 p.m. on December 23, 2004, December 23, 2005, and December 22, 2006

"Christmas Day," December 24, 2004, December 26, 2005, and December 25, 2006

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 Holiday Pay**

Holiday Pay will be paid twice a year, on June 1<sup>st</sup> and December 1<sup>st</sup> to those employees required to work holidays for the holidays worked. Employees can be required to work as scheduled without any reference to holidays. Holiday pay will be calculated on a straight time basis and compensated at the rate of up to ten (10) hours only. City agrees that taxes withheld for Holiday Pay checks will be annualized to reduce the tax impact on individual checks. Regular part-time employees will be paid holiday pay based on their designated pro-rata weekly work schedule.

### **3.3 Holiday Pay for Detectives**

Except upon the approval of the Director of Public Safety, PSO's assigned to the Detective Division shall not be authorized to work and shall not be paid Holiday Pay for the following four (4) holidays annually, specifically:

New Year's Day	December 31, 2004, January 2, 2006, and January 1, 2007
Thanksgiving	November 25, 2004, November 24, 2005, and November 24, 2006
Day after Thanksgiving	November 26, 2004, November 25, 2005, and November 25, 2006
Christmas	December 24, 2004, December 26, 2005, and December 25, 2006

PSO's assigned to the Detective Division may, at their option, volunteer to take-off any remaining City designated holidays. Said employees will notify City by January 15th of each year the designated holidays they anticipate working.

#### 4. Vacation

##### 4.1 Vacation Schedule

That the following vacation schedule is in effect:

Years of Service (Inclusive)	Monthly Vacation Rate	Annual Vacation Hours
Up to 2 years	9.167 Hours	110
3 to 5 years	10.500 Hours	126
6 to 10 years	12.500 Hours	150
10 to 15 years	14.500 Hours	174
Over 15 years	15.833 Hours	190

##### 4.2 Maximum Accrual

- (a) Vacation may be accumulated to a maximum of four hundred (400) hours.
- (b) Employees shall have the option to sell back to the City up to forty (40) hours of vacation time per calendar year. The rate of the sell back shall be the employee's current and regular salary as of November 1 of each given year. The sell back shall occur during the pay period that includes November 1. To qualify for vacation sell back, employees must have at least eighty (80) hours of vacation time accrued as of November 1 of the year of the sell back, and must have used a minimum of eighty (80) hours of vacation time within the twelve (12) months prior to November 1 of the year of the sell back.

##### 4.3 Eligibility for New Hires

Employees must work a minimum of six (6) months before any vacation earned will be credited to said employee.

##### 4.4 Vacation Benefits

Vacation benefits shall be earned and accrued to employees who are actively working or are taking leave due to an approved City program or benefit. Vacation benefits do not accrue to employees on absences from work for over ninety (90)

consecutive days unless on "4850" time or when the employee becomes eligible for the City's long-term disability program for either industrial or non-industrial injury or sickness.

**4.5 Seasonal or Temporary Employees**

Seasonal, seasonal part-time and temporary employees shall not accrue vacation benefits.

**4.6 Vacation Schedule Based on Seniority**

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

**4.7 Fringe Benefits for Part-time Employees**

Regular part-time employees' fringe benefits shall be as provided in City Council Resolution No. 80-140, adopted August 11, 1980, a copy of which is attached hereto.

**5. Military Training**

The City grants military leave to all employees for service in a uniformed service in accord with the Military and Veterans' Code of California and City Resolution No. 2003-71. The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation. An eligible employee pursuant to the Military and Veterans Code who is ordered to active military duty or training shall receive the difference in pay between his/her regular pay and his/her military pay. In addition, the employee shall have continued benefits. In such cases, the employee shall submit his/her military earning statement to the Human Resources Department to assist in calculating the employee's salary. In no event, will the employee be compensated in excess of his/her normal City salary. Employees will receive any merit and/or general salary increases for which they become eligible during military leave.

**6. Fringe Benefits, Other Than Vacation and Holiday**

**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 agrees to meet and confer.

**6.2 Industrial Injury or Illness**

Benefits for bargaining unit members who at any time during their employment with the City have been classified as safety members may be eligible under Section 4850 of the California Labor Code and/or City policies for job-related injuries or illness. Sick leave shall not be used for industrial injury or illness.

**6.3 Sick Leave**

(a) Sick leave benefits for Public Safety Sergeants, PSO's, and CSO's hired before August 1, 1989 and dispatchers hired before July 1, 1993 shall be as provided in the City's most current "Disability Wage Plan," a copy of which is

attached hereto. Each employee covered by this Memorandum of Agreement shall be provided a copy of the aforementioned "Disability Wage Plan." City agrees to meet and confer with RPPSOA on any suggested changes to the City's "Disability Wage Plan."

- (b) For Public Safety Sergeants, PSO's and CSO's hired after August 1, 1989, and dispatchers hired after July 1, 1993 the following sick leave program will be provided:

**Sick Leave Accumulation**

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

Hours Earned Monthly	Hours Earned Annually	Maximum Hours of Accumulation
10	120	1,200

- (c) Any employee hired before July 1, 1993, may voluntarily elect to participate in the sick leave program as provided in Section 6.3 (b) above with the following conditions:
  1. That employee may convert only any unused full-time sick leave balance from the Disability Wage Plan sick leave program as provided in Section 6.3 (a) above. Employees may convert up to a maximum of 1,200 hours. Any unused half-pay benefits will be forfeited and not subject to conversion under this section.
  2. Once an employee voluntarily elects to participate in this sick leave program, he/she shall remain in same with no return privileges.

**6.4 Catastrophic Leave**

Leave benefits shall be provided as outlined in City Council Resolution No. 2001-270, adopted December 11, 2001 – *Catastrophic Leave*

**6.5 Paternity Leave**

Regular employees may use up to three (3) days accrued sick leave for paternity leave, following the birth of a child. Specifically, employees assigned to the 24-Hour Kelly Plan receive fifty-one (51) total hours; employees on a 10/40 schedule receive thirty (30) total hours.

**6.6 Family and Medical Leave**

Employees may request an unpaid leave of absence under the *California Family Rights Act (CFRA)* and/or the *Federal Family Medical Leave Act (FMLA)*. Employee request for leave shall comply with the requirements of the *CFRA* and/or the *FMLA*.

**6.7 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 shall be temporary. They may involve duties that differ slightly from the normal work duties of the employee but shall be duties substantially within the scope of those normally performed by other

employees with the same job classification. Such light or limited duty assignment shall not affect the employee's job classification or retirement status (i.e. Safety vs. Non-Safety Retirement). Such light, limited, or modified duty shall terminate when the employee is physically able to perform all his/her normal work duties.

#### **6.8 Americans with Disabilities Act**

The City and RPPSOA recognize that the City has an obligation under law to comply with the *Americans with Disabilities Act (ADA)*.

#### **6.9 Payment to Beneficiary**

Upon death of an employee, any unused vacation 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.

#### **6.10 Health Plan Coverage**

Employees will have a choice of Kaiser Foundation Health Plan, Inc., California North Region (S Coverage); or Blue Cross Prudent Buyer Plan; or any other appropriate health plan offered by the City.

- (a) The City agrees to contribute towards medical insurance premiums the amount equal to the lesser of the Kaiser Foundation Health Plan, Inc., California North Region (S Coverage); or Blue Cross Prudent Buyer Plan premium.
- (b) As a result of any Federal or State law enacted subsequent to the effective date of this Memorandum of Agreement, the City and RPPSOA agree to meet and confer in an effort to maintain the level of benefits as provided for in this Memorandum of Agreement.
- (c) **Alternate Benefit** - Eligible employees may receive an alternate benefit when having health insurance from a source other than the City. This benefit shall be provided as outlined in City Council Resolution No. 96-203, adopted November 26, 1996. Public Safety Officer Trainees shall be excluded from receiving an Alternate Benefit. City and RPPSOA agree to meet and confer regarding a revised Alternate Benefit program.

#### **6.11 Dental Coverage**

The City shall provide, at no premium cost to employees, dental service coverage for employees, spouses, domestic partners, and dependents. The plan offered by the City shall be the Delta Dental Preferred Option Plan, which for the most part, but with some exceptions, provides the following coverage:

- (a) One hundred percent (100%) of the cost of diagnostic and preventative care.
- (b) Eighty-five percent (85%) of the cost of basic dental services.
- (c) Eighty-five percent (85%) of the cost of crowns and restorations.
- (d) Fifty percent (50%) of the cost of prosthodontics.

- (e) Two thousand dollar (\$2,000) maximum benefit for dental services per person per year.
- (f) Fifty percent (50%) of the cost of orthodontics with a three thousand five hundred dollar (\$3,500) lifetime maximum benefit per person.

#### **6.12 Vision Coverage**

The City will provide, at no premium cost to employees, a 12/12/12 Vision Service Plan with supplemental coverages for the employee, employee's spouse, domestic partner, and dependents as generally follows:

- (a) A vision exam every twelve (12) months.
- (b) Prescription glasses consisting of lenses and frames every twelve (12) months. Lenses include single vision, lined bifocal, lined trifocal, tints and photo chromic lenses. Frames of the employee's choice will be provided up to a maximum of one hundred and twenty dollars (\$120). Employee will receive a twenty percent (20%) discount of any out-of-pocket costs incurred for frames.
- (c) In lieu of glasses, contacts with an allowance of one hundred and five dollars (\$105). The allowance applies to the cost of contact lenses and the fitting and evaluation exam. The exam is in addition to the vision exam.
- (d) A second pair of prescription glasses or contact lenses every twelve (12) months subject to a twenty dollar (\$20) co-pay.
- (e) Contact lenses, in addition to glasses, every twelve (12) months subject to a fifty-dollar (\$50) co-pay. One day disposable contacts are covered up to a four hundred dollar (\$400) maximum allowance.
- (f) Primary Eye Care with urgent or non-surgical eye care benefits subject to a five-dollar (\$5) co-pay per office visit. Examples of primary eye care include, but are not limited to, exams to diagnose pain in the eye, exams to monitor the progress of pre-surgical cataracts, diagnosis and tests for loss of vision, and treatment and management of glaucoma.
- (g) Laser surgery discount (PRK, Lasik/Custom Lasik).

#### **6.13 Adoption Benefit**

The City will provide 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.

#### **6.14 Death/Bereavement Leave**

- (a) A regular employee shall be paid up to thirty (30) hours of bereavement leave when there is a death in their immediate family.
- (b) Additionally, a regular employee may, subject to approval of the department head, use twenty (20) hours of the employee's accrued sick leave if the employee must travel out of the area, i.e. at least 250 miles one way.
- (c) Immediate family in this case means spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including

stepchildren), stepparents, aunts, uncles, grandparents, grandparents-in-law, grandchildren and relationships in loco-parentis and close personal relationships with the approval of the City Manager and or his/her designee.

- (d) It is mutually agreed by the City and RPPSOA that the City's most current "Disability Wage Plan" a copy of which is attached hereto, shall be reflect death and bereavement leave as outlined in this Memorandum of Agreement.

#### **6.15 Funeral Expense Benefit**

The City will provide fifty percent (50%) co-payment, not to exceed \$2,000, for funeral expenses for an employee or the employee's spouse. 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.

#### **6.16 Long-Term Disability Insurance**

- (a) Employees represented by this Agreement will obtain his/her long-term disability insurance coverage from a private PORAC sponsored long-term disability program.
- (b) The City agrees to collect monthly insurance premiums from employees for private PORAC sponsored long-term disability plan and remit the collected premium to Myers-Stevens & Company. The City will accomplish collection of insurance premiums by monthly deductions from the employee's paycheck. All employees represented by this Agreement must have a signed insurance premium deduction authorization form on file with the City's payroll office. RPPSOA will hold the City harmless from any liability or errors resulting from the collection and remittance of insurance premiums.
- (c) Employees represented by this Agreement shall join and maintain his/her long-term disability insurance with the private PORAC sponsored long-term disability program, subject to the provisions of the insurance plan.
- (d) RPPSOA agrees to indemnify the City, its officers, employees and agents and hold it harmless against any and all suits, claims demands and liability that shall arise directly or indirectly out of any action that shall be taken by the City, its officers, employees and agents from the discontinuance of the long-term disability plan provided by Standard Insurance, for permitting employees represented by this Agreement to establish a private long-term disability insurance plan and pay for it individually through payroll deduction and for complying with the foregoing sections.

#### **6.17 Disability Wage Plan**

The City agrees to work on updating the Disability Wage Plan utilizing an employee committee, which includes representative(s) from the RPPSOA. It is the City's intention to have a final draft of the Disability Wage Plan completed no later than June 30, 2005.

#### **6.18 Life Insurance**

- (a) The City will provide, at no premium cost to employees, \$50,000 life insurance coverage provided to employees and \$1,000 for spouse, domestic partner and 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.

**6.19 Deferred Income**

The City will continue to make available to the employees a deferred income program, such as that now being administered by National Deferred Compensation and ICMA or a similar program with another institution acceptable to City.

City agrees to continue to contribute to Deferred Income for those employees still eligible and agreed to as part of the City's withdrawal from Social Security.

**6.20 Retired and/or Permanent and Totally Disabled Employees**

City agrees to provide/offer and pay the appropriate premium(s), as specified in the applicable section(s) of this agreement, for City offered/provided medical insurance, life insurance, dental program, and vision care benefits only to the following:

- (a) To regular full-time and regular part-time employees who have at least ten (10) years of continuous service with the City and who retire upon reaching retirement age or thereafter and are receiving a retirement allowance from the California Public Employees' Retirement System (CalPERS). Coverage will extend to eligible spouse, domestic partner, and dependents. Said employees shall be referred to as "Retired Employees."
- (b) To regular full-time or regular part-time employees who are classified as Safety Members under CalPERS:
  - 1. Have at least two (2) years of continuous service with the City, and;
  - 2. Are retired forthwith from the City of Rohnert Park service into the CalPERS at the time of permanent or total disability, and;
  - 3. Are permanently and totally disabled from their occupation and unable to perform with reasonable continuity the material duties of their own occupation

After 24 months of 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.

Said employees shall be referred to as "Retired Employees" except for the circumstances noted above in which the employee is no longer permanently or totally disabled. Coverage will extend to eligible spouse, domestic partner, and dependents.

To regular full-time or regular part-time employees who are classified as Miscellaneous Members under CalPERS:

- 1. Have at least ten (10) years of continuous service with the City, and;
- 2. Are retired forthwith from the City of Rohnert Park service into the CalPERS at the time of permanent or total disability, and;

3. Are permanently and totally disabled from their occupation and unable to perform with reasonable continuity the material duties of their own occupation

After 24 months of 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.

Said employees shall be referred to as "Retired Employees" except for the circumstances noted above in which the employee is no longer permanently or totally disabled. Coverage will extend to eligible spouse, domestic partner, and dependents.

- (c) To the surviving spouse, domestic partner and legal dependents of a regular full-time or regular part-time employee 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."
- (d) 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.
- (e) 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.
- (f) The benefits provided under this section will continue for such retired employees and their spouse, 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 domestic partner until the spouse or domestic partner dies or marries. 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 age of twenty-three (23) or the spouse or domestic partner marries, whichever occurs earliest.
- (g) For regular City employees hired before July 1, 1993, City agrees to pay the entire appropriate premium cost(s) for City provided/offered medical insurance; life insurance, dental program, and vision care benefits only for retired City employees and their spouse, domestic partner and eligible dependents, as defined herein.
- (h) For regular City employees hired after July 1, 1993, City agrees to pay towards premium cost(s) for City provided/offered medical insurance, life insurance, dental program, and vision care benefits only for retired City employees and their spouse, domestic partner and eligible dependents, as defined herein, a percentage of the appropriate premium cost(s) as follows:  

Fifty percent (50%) of applicable premium costs(s), at the time of retirement or death as defined herein, for retirees having at least ten (10) years continuous City service.

Sixty-five percent (65%) of applicable premium cost(s), at the time of retirement or death as defined herein, for retirees having at least fifteen (15) years continuous City service.

Eighty (80%) of applicable premium cost(s), at the time of retirement or death as defined herein, for retirees having at least twenty (20) years continuous City service.

One hundred percent (100%) of applicable premium cost(s), at the time of retirement or death as defined herein, for retirees having at least twenty-five (25) years continuous City service.

- (i) To regular full-time or regular part-time employees hired after July 1, 1993 and who have at least two (2) years of continuous service with the City and who retire due to permanent or total disability (industrial disability retirement), City agrees to pay towards premium cost(s) for City provided/offered medical insurance, life insurance, dental program, and vision care benefits only, fifty percent (50%) of applicable premium cost(s), at the time of (industrial) disability retirement. Total disability will be construed as having a disability rating in excess of fifty percent (50%) as determined by Public Employees Retirement System. Coverage will extend to eligible dependents.
- (j) To regular full-time or regular part-time employees hired after July 1, 1993 and who have over fifteen (15) years of continuous service with the City and who retire due to permanent or total disability, City agrees to pay towards premium cost(s) for City provided/offered medical insurance, life insurance, dental program, and vision care benefits only at the applicable percentage amount as indicated in the schedule in Section 6.20 (h) above. Total disability will be construed as having a disability rating in excess of fifty percent (50%) as determined by Public Employees Retirement System. Coverage will extend to spouse, domestic partner and eligible dependents.
- (k) 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 for the purpose of this section.
- (l) 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.
- (m) Any spouse or domestic partner of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, who 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 domestic partner's employer, and his/her employer's coverage shall be considered primary.

**6.21 Clothing Allowance**

That the City will provide uniforms to those employees required to wear them. The City will provide replacement issue uniforms as and when deemed necessary by the City.

- (a) The City will provide a Uniform Maintenance Allowance of two hundred and forty dollars (\$240) per calendar year to be paid monthly.
- (b) The Department will provide the necessary Academy uniforms for Public Safety Officer Trainees.

**6.22 Education and Training**

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 Department Head 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.

**6.23 Longevity and Incentive Pay (P.O.S.T., Detectives, Motor Officers)**

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

Completed Years of Service	Pay Percentage Increases
5 years	2%
For each completed 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 1, and July 1 and not on an employee's employment anniversary date.

For employees hired after 10/10/95, the longevity program as outlined above does not apply. (6.21)

- (b) For employees hired after 10/10/95, which are not eligible for longevity pay as outlined in paragraph (a) above, the following educational pay benefit shall be provided.
  1. Associates of Arts Degree (AA) \$100.00 per month Stipend. Effective July 1, 2003 Sergeants, PSO's and CSO's shall receive 1.8% of base salary per month Stipend and Dispatchers shall receive 2.4% of base salary per month Stipend.
  2. Bachelor of Arts or Science Degree (BA or BS) \$150.00 per month Stipend. Effective July 1, 2003 Sergeants, PSO's and

CSO's shall receive 2.8% of base salary per month Stipend and Dispatchers shall receive 3.6% of base salary per month Stipend.

The Stipend payments provided above are not cumulative. A Stipend is paid for only one of the two degrees per employee. In no event shall an employee be paid for more than one degree.

The Stipend payments are authorized only for Associate of Arts (AA) degrees and Bachelor of Science (BS) or Bachelor of Arts (BA) degrees from an accredited college or university. A copy of the degree must be provided for validation and approval of payment.

- (c) The City will provide a P.O.S.T. Certification Stipend to Sergeants and Public Safety Officers based upon receipt of an Intermediate or Advanced P.O.S.T. Certification. The amount of the Intermediate P.O.S.T. Certification Stipend will be one (1) percent of base salary per month effective January 1, 2005, two and one half (2 ½) percent of base salary per month effective January 1, 2006, and four and one half (4½) percent of base salary per month effective January 1, 2007. The amount of the Advanced P.O.S.T. Certification Stipend will be two (2) percent of base salary per month effective January 1, 2005, four (4) percent of base salary per month effective January 1, 2006, and seven (7) percent of base salary per month effective January 1, 2007. The Stipend payments provided above are not cumulative. Only one of the two P.O.S.T. Certification Stipends is paid per employee.
- (d) The City will provide an Incentive Stipend to Sergeants and PSO's assigned to the Detective Division (including but not limited to the Gang Task Force and Narcotics Task Force) of two (2) percent of base salary per month effective July 1, 2004.
- (e) The City will provide an Incentive Stipend to Public Safety Officers assigned to motorcycle duty of three (3) percent of base salary per month effective July 1, 2004.

#### **6.24 Retirement Program**

- (a) The City will continue to provide the California Public Employees' Retirement System (CalPERS) two percent (2%) at fifty (50) retirement program to local safety members and the CalPERS two percent (2%) at fifty-five (55) retirement program to Public Safety Officer Trainees, Community Services Officers, and Dispatchers. Effective July 1, 2007, the City will provide the California Public Employees' Retirement System (CalPERS) three percent (3%) at fifty (50) retirement program to local safety members and the CalPERS two and seven tenths percent (2.7%) at fifty five (55) retirement program to Public Safety Officer Trainees, Community Services Officers, and Dispatchers.
- (b) The City will continue to provide the "one-year highest compensation" optional provision in its contract with CalPERS per CalPERS Section 20024.2. (6.23b)
- (c) The City will absorb any employer contribution rate increases for safety members and miscellaneous members required by CalPERS.
- (d) The City will continue to pay the employee's contribution to CalPERS for local safety members and will allow said payment to be credited to the employee's account. The City will continue to pay the employee's contribution to CalPERS

for Public Safety Officer Trainees, Community Services Officers and Dispatchers and will allow said payment to be credited to the employee's account.

- (e) The City shall report the employee's contribution, a percentage of the EPMC to CalPERS as additional compensation for all local safety members of the RPPSOA.

The City shall report the employee's contribution, a percentage of the EPMC to CalPERS as additional compensation for Public Safety Officer Trainees, Community Services Officers, and Dispatchers.

The City will report the value of the EPMC in accordance with all applicable provisions of the Government Code, law and requirements of the CalPERS.

The City makes no representation concerning the value of this benefit or how it may be taxed or treated by other agencies both presently or in the future. The City's obligation under this section is limited to the direct cost of providing the benefit as described. The City shall assume no further or additional financial obligation even if an outside agency imposes or determines there to be a financial obligation for the City or the employee.

#### **6.25 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.

#### **6.26 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.

### **7. Agency Shop and Payroll Deductions**

#### **7.1 Agency Shop**

- (a) The RPPSOA may, at its sole discretion, choose to adopt an Agency Shop pursuant to Government Code Section 3502.5. If adopted, the City will recognize the Agency shop as applying to all regular full-time and regular part-time employees represented by the Bargaining Unit.

- (b) If the RPPSOA adopts agency shop in Section 7.1 (a) above, then the following apply:

1. It is recognized that RPPSOA owes the same responsibilities to all employees in the representation unit, and has a duty to provide fair and equal representation to all employees in all classes in the unit whether or not they are members of RPPSOA.
2. All employees in the representation unit, excluding supervisory or confidential employees who have chosen not to join the RPPSOA

pursuant to Government Code Section 3502.5 (c), shall, as a condition of continued employment, beginning with the second full pay period after such effective date and until the termination of the Agreement, either:

- (i) Become a member of RPPSOA; or
  - (ii) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - (iii) Pay a sum equal to the agency fee described in subsection 7.3 to a non-religious, non-labor charitable fund chosen by the employee from participating agencies of the United Way of Sonoma-Mendocino-Lake. The employee shall furnish written proof to the City and RPPSOA that this contribution has been made.
3. The condition of employment specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the third full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration of more than two full pay periods. The condition of employment specified above shall not apply to newly hired employees until the beginning of the third full pay period of employment.
  4. All represented employee members who had Association dues deduction authorizations on file with the Auditor-Controller or the Association, or who may thereafter authorize in writing the deduction of their 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. Members may terminate payroll deductions of dues at the expiration of this Memorandum of Agreement by giving written notice to RPPSOA during a one-month period between ninety (90) and sixty (60) days prior to the expiration of the term.

## **7.2 Deductions**

The RPPSOA shall be provided with monthly payroll deduction of Association dues, service fees, and premium amounts for insurance programs sponsored by the employee's organization at no cost to the employee organization.

## **7.3 Listing of Deductions**

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

## **7.4 Hold Harmless**

RPPSOA 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, employees and agents for the purpose of complying with the foregoing sections.

## **8. Safety Equipment**

### **8.1 Replacement Equipment**

City will continue to furnish Public Safety Officers with replacement equipment as needed for the equipment that the City is required to furnish per the Government Code. Said equipment consists of department-issued weapons, holster, belt and ammunition, nightstick, handcuffs, safety vests, raincoats and rain boots. Equipment furnished by City shall remain the property of City with the exception of any personal purchases made by present officers.

### **8.2 Personal Equipment**

City shall replace, with the Director of Public Safety's approval, any personal equipment lost, destroyed or damaged beyond repair while used in the line of duty. Items shall not be replaced if worn because of normal wear and tear.

### **8.3 Safety Glasses, Contacts, and UV Eye Protection (Sunglasses)**

City will reimburse for primary prescription safety glasses or contact lenses to those employees required by City to wear them. Such employees will not be entitled to receive a first set of glasses or contact lenses under the general vision care program referred to in Section 6.12 but may utilize the general vision care program for subsequent pair(s) of glasses or contact lenses, within the terms of the program. City will reimburse for sunglasses providing UV protection, not to exceed one hundred and fifty dollars (\$150) per employee per year, for use by Public Safety Sergeants, PSO's and CSO's authorized to operate Public Safety vehicles and motorcycles.

## **9. Salaries & Miscellaneous Pay**

### **9.1 Salary Adjustments**

- (a) Effective January 1, 2005 the salaries for Community Service Officers, Dispatchers and Communications Supervisor shall be adjusted by an amount to be determined by the Bay Area All Urban Workers Consumer Price Index (CPI) with a minimum salary adjustment of one percent (1%) and a maximum salary adjustment of two and nine tenths percent (2.9%). The amount of the adjustment will be based upon the highest monthly change in the CPI during the previous six-month period for which data is available.
- (b) Effective January 1, 2006 the salaries for Community Service Officers, Dispatchers and Communications Supervisor shall be adjusted by an amount to be determined by the Bay Area All Urban Workers Consumer Price Index with a minimum salary adjustment of one and one half percent (1.5%) and a maximum salary adjustment of two and nine tenths percent (2.9%). The amount of the adjustment will be based upon the highest monthly change in the CPI during the previous six-month period for which data is available.
- (c) Effective January 1, 2007 the salaries for Community Service Officers, Dispatchers and Communications Supervisor shall be adjusted by an amount to be determined by the Bay Area All Urban Workers Consumer Price Index with a minimum salary adjustment of two percent (2%) and a maximum salary adjustment of two and nine tenths percent (2.9%). The amount of the

adjustment will be based upon the highest monthly change in the CPI during the previous six-month period for which data is available.

## **9.2 Field Training Officer (FTO) Pay**

Employees who are qualified and regularly assigned by the Director of Public Safety, as a Field Training Officer, shall receive a 2% of base salary monthly stipend. This stipend may be pro-rated by pay period.

- (a) A Field Training Officer shall be defined as a Public Safety Officer who has been fully qualified to train newly hired Public Safety Officers. To be eligible to apply for FTO the officer must currently be assigned to the Patrol Division or due to return to the Patrol Division from a specialty assignment within one (1) year or less; must be off probation; and have at least three (3) years full time experience as a peace officer in the State of California. Field Training Officers will be selected through a three phase testing process. The process will include a written test, an oral examination, and supervisory and command staff review. After a candidate has been selected, he or she will be required to successfully complete a P.O.S.T. certified FTO School before final appointment.
- (b) Any FTO who is assigned to a specialty position (excluding Traffic and a one-year non-specialty Fire assignment), will automatically relinquish his or her FTO status and pay incentive, and will be required to re-apply for the position when he or she becomes eligible. PSO's assigned to the Detective Division shall not be eligible for an FTO assignment and the pay incentive. Any FTO who is assigned to the Fire Services Division for a period of not more than one year shall retain his or her FTO status and pay incentive.
- (c) Completion of a three-year term as a FTO shall be deemed as successfully completing the FTO assignment. At any time after three years as a FTO, an employee, at his or her option, may elect to discontinue the FTO assignment by notifying the City in writing. If an employee exercises this option, the employee will automatically relinquish his or her FTO status and pay incentive. The exercise of this option by an employee will not be grounds for any disciplinary action by the City.
- (d) The City reserves the right to exercise its regular and customary management rights with regard to FTO assignments including, establishing FTO performance standards, conducting an annual performance review of the FTO and taking disciplinary actions subject to the requirements of applicable laws.

## **9.3 Fire Specialty Assignment and Engineer Pay**

- (a) Sergeants and PSO's assigned to a specialty assignment in the Fire Services Division of at least three (3) years shall receive a stipend of an additional two percent (2%) of base salary per month pay.
- (b) Employees who are qualified and regularly assigned and engage in the performance of duties of Fire Engineer in the Fire Services Division of the Department of Public Safety shall receive an additional two and one half percent (2.5%) of base salary per month pay.

1. Fire Engineer shall be defined as any employee who has been fully qualified both mentally and physically capable to operate one or more pieces of City owned major Class A firefighting apparatus.
2. Each qualified Fire Engineer must re-certify every two (2) years with both a written examination and hands-on field test administered by the Department of Public Safety. Any Public Safety Officer not passing the entire re-certification process will lose the Fire Engineer Pay increment until such time as he/she is re-certified.
3. The required hands-on field-testing for Fire Engineer shall be done at random by lottery, and at any time.
4. Community Services Officers and Dispatchers are not eligible for Fire Engineer Pay.

#### **9.4 Fire Captain Pay**

Employees who are qualified and assigned as Fire Captains and who are regularly assigned and employed in the performance of duties of Fire Captain in the Fire Services Division of the Department of Public Safety shall receive an additional two and half percent (2.5%) of base salary per month pay (in addition to Engineer Pay).

- (a) The City at its sole discretion shall determine the number of Fire Captains to be assigned.
- (b) Each qualified Fire Captain must re-certify every two (2) years. Any employee not passing the entire re-certification process will lose the Fire Captain Pay increment until such time as he/she is re-certified.

#### **9.5 EMT Pay**

Employees who are qualified as Emergency Medical Technicians and employed in the performance of duties of Public Safety Officer shall receive an additional two percent (2%) of base salary per month pay.

- (a) The City, at its sole discretion, shall determine the number of qualified EMT's to be assigned and receiving the EMT pay increment.
- (b) Each qualified must re-certify every two (2) years. If the EMT status is not re-certified, the EMT pay increment will be removed.

#### **9.6 Payday**

City shall distribute Paychecks to employees by noon on payday.

#### **9.7 Shift Differential**

Effective July 1, 2004, Dispatchers shall receive a five percent (5%) of base salary per hour shift differential for all hours worked between four (4) p.m. to seven (7) a.m.

#### **9.8 Communications Training Officer Pay**

Dispatchers, who are qualified and regularly assigned by the Director of Public Safety in the training of new Public Safety Dispatchers during their probationary

period, shall receive a monthly stipend of three percent (3%) of his/her regular base salary. This stipend may be pro-rated by pay period.

#### **9.9 Bilingual Dispatchers**

The City and RPPSOA have agreed to special compensation to Bilingual Dispatchers. The Public Safety Department shall appoint a committee to development standards for Dispatchers to receive bilingual pay. Thereafter, the City shall meet and confer with the RPPSOA and their representatives from the RPPOA to establish compensation. The City and RPPSOA have agreed to special compensation to Bilingual Dispatchers of \$50/pay period.

### **10. Alcohol and Drugs**

The City and RPPSOA agree to work together to assist any employee who has an alcohol, 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 Safety employees are required to drive City vehicles and respond to emergency situations, 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.

#### **10.4 Special Assignments**

The above sections relating to alcohol use may be excepted for those employees on an approved and supervised special assignment by the Department of Public Safety. Said employee shall not drive a vehicle if employee is over the allowed blood alcohol content.

### **11. Physical and Psychological Fitness**

#### **11.1 Physical Fitness**

RPPSOA agrees to work on updating this section and Physical Fitness program utilizing a committee. It is the RPPSOA's intention to have a final draft of the updated program no later than June 30, 2005.

RPPSOA acknowledges the importance of employees maintaining proper physical and mental condition in order to perform job duties in a manner acceptable to the City.

Physical Fitness is a voluntary program. RPPSOA members who voluntarily enroll and successfully "pass" the Physical Agility and Fitness Standards test shall receive sixteen (16) hours of physical fitness workout compensatory time.

The RPPSOA and City agree that compliance with physical fitness standards are voluntary and do not carry an intention of the City to terminate an employee solely for failure to meet physical agility and fitness standards. Fitness for duty provisions under the Government Code and applicable case law would be the determining factor on handling of employees determined to be unfit for duty. City can, at any time, at its option and cost, require a complete physical examination, a physical agility test, or a weight examination, for any or all employees to determine job fitness.

This Agreement hereby incorporates Letter of Agreement on Physical Fitness, dated January 27, 1998.

## **11.2 Fitness Program**

The City and RPPSOA agree that the "Fitness Program" used by City shall be that as outlined in the attached "Exhibit C."

## **11.3 Psychological Fitness**

RPPSOA acknowledges the importance of employees maintaining proper mental condition in order to perform job duties in a manner acceptable to the City. City can, at any time, at its option and cost, require a psychological examination for any or all employees to determine job fitness. Fitness for duty provisions under the Government Code and applicable case law would be the determining factor on handling of employees determined to be unfit for duty.

## **11.4 Psychological Counseling**

Any employee who feels in need of counseling shall be provided same by City after clearance from the Department Head or Human Resources Department, which clearance shall be kept in strictest confidence. City at its sole discretion reserves the right to establish a maximum counseling benefit.

## **12. Smoking**

### **12.1 Non-smoking Pay Premium**

RPPSOA and City recognize the nation-wide concern with use of tobacco and the relationship it has to disease. City agrees to provide a twenty-five dollar (\$25) monthly pay premium to employees hired before July 1, 1993 and who refrain from the use of tobacco in any form. Any employees receiving the pay premium for not using tobacco and whom starts using tobacco shall rebate to the City all

non-smoking premiums paid by City to said employee during the immediate twelve (12) months proceeding.

## **12.2 Employees Hired After July 1, 1993**

RPPSOA acknowledges that the City, beginning July 1, 1993, hired new employees with the clearly expressed condition of employment that they refrain from smoking. Employees hired with a condition that they not smoke shall be required to remain non-smokers throughout their employment. A non-smoker shall not smoke or use any tobacco product either on or off-duty while employed. An affidavit signed on a periodic basis by employee shall be used to verify continued non-smoking status. (11.2) RPPSOA acknowledges the City's right to take appropriate disciplinary action should any such employee hired after the effective date of this agreement violate the agreed upon conditions of employment. Prior to final disciplinary action being taken, City will refer the employee to the employee assistance program for consultation and referral. (11.3) RPPSOA acknowledges that due to the City's commitment to hiring employees with the clearly expressed condition of employment that they refrain from smoking, that employees hired after July 1, 1993 shall not receive a \$25 pay premium for not smoking.

## **13. Residency**

All employees residing within Rohnert Park shall receive a \$60 per month residency bonus. At the discretion of the City Manager, said residency bonus may be increased.

## **14. Grievance Policy and Procedure**

RPPSOA and City agree to comply with the grievance procedure 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.

## **15. Personalized Vehicle Program**

RPPSOA acknowledges and agrees that during 1981 the City initiated a "Personalized Vehicle Program" in the Department of Public Safety. At the time the Association acknowledged that the City could at any time, at its sole discretion, determine the rules and regulations to be imposed as part of the program and/or terminate it at any time. The Association agreed then, and reaffirms agreement, that the "Personalized Vehicle Program" shall not be considered or construed as a fringe benefit at the present time or at any time in the future.

## **16. Use of City Facilities**

### **16.1 Use of Sport Center and Lap Swimming Program**

Employees and their spouse, domestic partner and eligible dependents (as defined both by City eligible dependent policy and Sports Center 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 spouse, domestic partner and dependents of employees adversely impacts the public's access to the Sports Center facilities, the parties will re-open this Section

16. 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.

## **16.2 Performing Arts Center**

City agrees to provide each employee with two tickets to a Performing Arts Center performance during each fiscal year (July to June) at no charge to the employee. The City will provide employees with a choice of at least four dates.

## **17. 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.

## **18. Work Curtailment (No Strike Clause)**

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 or production or restriction of service during the term of this agreement.

## **19. Personnel Rules and Regulations**

City Agrees to meet and confer with RPPSOA regarding any updates or changes to its Personnel Rules and Regulations. The City will amend its Personnel Rules and Regulations by September 1, 2004 to provide for a procedure that parallels those included in Government Code Sections 3300 through 3312, the Public Safety Officers Procedural Bill of Rights, and will apply to non-sworn members of RPPSOA.

## **20. Rescinding of Previous Resolutions/Agreements**

RPPSOA acknowledges that certain provisions of this agreement may conflict with resolutions currently in effect regarding employee working conditions or benefits. The provisions of this agreement supersede any previous resolutions or agreements that may be in conflict with provisions of this agreement as of the effective date of this agreement.

**21. Term of Agreement**

**21.1 Effective Date**

This agreement is to become effective on July 1, 2004.

**21.2 Termination Date**

This agreement will terminate on July 1, 2007 unless extended by mutual agreement of the parties.

**22. Succeeding Agreement**

Negotiations for the period commencing July 1, 2007 shall begin on or before May 1, 2007, by which time RPPSOA shall submit its proposals to the City Manager. Said submittal shall include an estimated percentage decrease or increase in the cost of proposals compared to the provisions of this agreement. City shall, if requested, assist RPPSOA in a reasonable manner in providing information to determine the percentage decrease or increase.

**23. Invalidation**

**23.1 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.

**23.2 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.

**24. 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.

**25. Personnel Files**

Employees or their duly authorized representative have the right to inspect his or her personnel file maintained 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.



Incorporated by Reference. The following are incorporated in this agreement by reference:

City Council Resolution No. 80-140, adopted August 11, 1980 – *Regular P/T Employees' Fringe Benefits*

City's most current "Disability Wage Plan"

"Exhibit A", Form PER-7 and "Schedule B" - *"Physical Agility and Fitness Standards Performance Form"*

"Exhibit C - Fitness Program"

City Council Resolution No. 79-22, adopted February 13, 1979 – *Grievance Policy and Procedure*

City's Personnel Rules & Regulations

City Council Resolution No. 2001-270, adopted December 11, 2001 – *Catastrophic Leave*

City Council Resolution No. 96-203, adopted November 26, 1996 – *Alternate Benefit*

## APPENDIX "A"

### RPPSOA Salary Ranges

Effective July 1, 2004

	Step A	Step B	Step C	Step D	Step E
<sup>1</sup> Community Services Officer (CSO)	3,585	3,762	3,949	4,145	4,350
<sup>1</sup> Public Safety Dispatcher	3,910	4,104	4,307	4,521	4,745
<sup>1</sup> Part-Time Public Safety Dispatcher					\$27.38/hour
<sup>1</sup> Public Safety Communications Supervisor	5,187	5,445	5,715	5,999	6,297
Public Safety Officer Trainee					4,284
Public Safety Officer	5,083	5,336	5,601	5,878	6,169
<sup>2</sup> Public Safety Sergeant (base salary)	5,711	5,994	6,291	6,604	6,931

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<sup>1</sup>Effective January 1, 2005, these salary ranges will be adjusted by no less than 1.0% and no more than 2.9%, based on the Consumer Price Index.

<sup>1</sup>Effective January 1, 2006, these salary ranges will be adjusted by no less than 1.5% and no more than 2.9%, based on the Consumer Price Index.

<sup>1</sup>Effective January 1, 2007, these salary ranges will be adjusted by no less than 2.0% and no more than 2.9%, based on the Consumer Price Index.

In each case, the "Consumer Price Index" will be based upon the highest monthly change in the San Francisco CPI-W during the preceding six-month period for which data is available.

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<sup>2</sup>Public Safety Sergeants are required by their job descriptions to maintain Fire Engineer status (2.5% above base salary) and Fire Captain status (2.5% above base salary), so the effective salary range for Public Safety Sergeants is:

	Step A	Step B	Step C	Step D	Step E
Public Safety Sergeant	5,997	6,294	6,606	6,935	7,278

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Complete Salary Information is available through: <http://www.rpcity.org/employment/payrates.cfm>

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*This Appendix has been included by the RPPSOA for reference and is not part of the Official MOA Document on file at City Hall.*

## **APPENDIX "B"**

### **Side-Letter Language implementing Amendment Number One to the Memorandum of Agreement between the City of Rohnert Park and the Rohnert Park Public Safety Officers Association**

Adopted by City Council Resolution No. 2004-302, Nov 9, 2004

#### **Existing MOA Language:**

6.23 Longevity and Incentive Pay

(d) The City will provide an Incentive Stipend to Sergeants and PSO's assigned to the Detective Division (including but not limited to the Gang Task Force and Narcotics Task Force) of two (2) percent of base salary per month effective July 1, 2004.

(e) The City will provide an Incentive Stipend to Public Safety Officers assigned to motorcycle duty of three (3) percent of base salary per month effective July 1, 2004.

9.8 Communications Training Officer Pay

Dispatchers, who are qualified and regularly assigned by the Director of Public Safety in the training of new Public Safety Dispatchers during their probationary period, shall receive a monthly stipend of three percent (3%) of his/her regular base salary. This stipend may be pro-rated by pay period.

#### Side Letter

Notwithstanding the Memorandum of Agreement between the Rohnert Park Public Safety Officers Association [RPPSOA] and the City of Rohnert Park dated July 1, 2004 [MOA], and pursuant to Government Code Section 3500 et. seq., representatives of the RPPSOA and the representatives of the City have met and conferred and hereby submit their joint recommendation for salary and benefit compensation for all members of the bargaining unit. The purpose of this agreement is to supplement and not supersede or conflict with the MOA. All remaining provisions of the MOA not specifically mentioned or modified herein shall not be affected in any way by this agreement.

#### **It is agreed that MOA Section 6.23 (d) shall be modified to read:**

(d) The City will provide an Incentive Stipend to Sergeants and PSO's assigned to the Detective Division (including but not limited to the Gang Task Force, Special Enforcement Unit, and Narcotics Task Force) of two (2) percent of base salary per month effective July 1, 2004.

**It is agreed that MOA Section 6.23 (d) shall be modified to read:**

(f) The City will provide an Incentive Stipend to Public Safety Officers assigned as the Police Canine Handler of three (3) percent of base salary per month. The City and the RPPSOA will review the status of the Police Canine Handler's work conditions no later than November 9, 2005 to ensure the work schedule and stipend are a reasonable approximation of actual off-duty hours required to perform the handler's necessary duties.

**It is agreed that MOA section 9.8 shall be renamed "Non-Sworn Training Officer Pay" and shall contain two subdivisions as follows:**

**9.8 Non-Sworn Training Officer Pay**

- (a) Dispatchers, who are qualified and regularly assigned by the Director of Public Safety in the training of new Public Safety Dispatchers during their probationary period, shall receive a monthly stipend of three percent (3%) of his/her regular base salary. This stipend may be pro-rated by pay period.
- (b) Community Services Officers (CSO), who are qualified and regularly assigned by the Director of Public Safety in the training of new CSO's during their probationary period, shall receive a monthly stipend of three percent (3%) of his/her regular base salary. This stipend may be pro-rated by pay period and shall be retroactive to the first day of CSO Training: October 25, 2004.

Adopted by Council on November 9, 2004 in Resolution 2004-302

*This Appendix has been included by the RPPSOA for reference and is not part of the Official MOA Document on file at City Hall.*

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