

Master Memorandum of Understanding

International Union Of Operating Engineers
Stationary Engineers, Local 39



Term of Agreement:

February 3, 2016 - December 31, 2018



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MASTER MEMORANDUM OF UNDERSTANDING ON WAGES, HOURS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU) relates to issues within the scope of representation existing between the CITY OF ROSEVILLE, CALIFORNIA (City), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL NO. 39 (Local 39 or Union), and those employees occupying the classes listed in Appendix "D", attached hereto and incorporated herein by this reference.

ARTICLE II. STATE LAW COMPLIANCE

This MOU complies with the provisions of Section 3500 et seq. of the Government Code of the State of California, in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

ARTICLE III. LENGTH OF AGREEMENT

This MOU shall be effective as of the first full pay period after City Council approval and shall expire December 31, 2018. Should either party desire to commence the Meet and Confer process for the next subsequent Memorandum of Understanding, they shall notify the other in writing no earlier than one hundred and twenty (120) days prior to the expiration date of this MOU, and the Meet and Confer process shall begin no later than ninety (90) days prior to the expiration date of this Agreement.

ARTICLE IV. SEVERABILITY OF MEMORANDUM

This MOU is severable. Should any article, section, or portion thereof of this MOU be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall only apply to the specific article, section, or portion thereof directly specified in the decision, and the remainder of this MOU shall not be affected thereby.

ARTICLE V. MEMORANDUM OF UNDERSTANDING APPROVAL

It is the mutual understanding of the parties that this MOU is of no force or effect until submitted to, and accepted by, the City Council and ratified by the Local 39 membership.

ARTICLE VI. DEFINITION OF TERMS

3.00.200 Classified service.

"Classified service" (syn. "competitive service") means all positions in the City exclusive of: elected positions; board, committee and commission members; persons engaged under contract; temporary positions; the city manager, assistant city managers, the city attorney, all attorneys employed in the office of the city attorney and all department head positions; all persons holding an assistant department head position who were hired or promoted to that position after March 5, 2014; emergency employees hired to meet immediate requirements of an emergency condition; employees hired for a temporary, seasonal or special purpose, employed in a professional or scientific capacity to conduct an inquiry, investigation, examination or project; volunteer and reserve personnel; and those specifically designated by the Council or these rules to be exempted from classified service.

3.00.330 Employee.

“Regular employee” means a classified service employee who has successfully completed the prescribed probationary period and has been retained as provided in these rules.

CHAPTER 2. SALARIES

ARTICLE I. SALARIES

- A. Effective the first full pay period in January 2016 or upon approval by the City Council, whichever is latest, all employees assigned to the classifications listed in Appendix “A” shall receive a base salary increase of 2%.
- B. Effective the first full pay period in January 2018, all employees assigned to the classifications listed in Appendix “A” shall receive a base salary increase of 2%.
- C. Labor Market Adjustments – Effective the first full pay period in January 2016 or upon approval of the City Council, whichever is latest, the following salary increases shall be implemented for employees in the classifications listed below:

Job Title	First full Pay Period January 2016 or upon approval of the City Council, whichever is latest (%)	First full Pay Period January 2017 (%)	First full Pay Period January 2018 (%)
Accountant I	2.1833	2.1833	2.1833
Accountant II	2.1567	2.1567	2.1567
Administrative Technician	2.6333	2.6333	2.6333
Asst. Child Care Site Coordinator	2.7133	2.7133	2.7133
Asst. Engineer	1.3600	1.3600	1.3600
Assoc. Engineer	1.1800	1.1800	1.1800
Building Inspector I	0.7700	0.7700	0.7700
Building Inspector II	0.7700	0.7700	0.7700
Building Maintenance Worker I	1.2200	1.2200	1.2200
Building Maintenance Worker II	1.2167	1.2167	1.2167
Building Plans Examiner I	1.9400	1.9400	1.9400
Building Plans Examiner II	1.9400	1.9400	1.9400
Child Care Site Coordinator	0.5633	0.5633	0.5633
City Clerk Technician I	2.4767	2.4767	2.4767
City Clerk Technician II	2.4800	2.4800	2.4800
Community Relations Analyst	4.5900	4.5900	4.5900
Construction Inspection Supervisor	2.2667	2.2667	2,2667
Construction Inspector I	2.2633	2.2633	2.2633
Construction Inspector II	2.2667	2.2667	2.2667
E-Government Analyst I	0.1300	0	0
E-Government Analyst II	0.1300	0	0
Energy Program Technician	2.6333	2.6333	2.6333
Engineering Technician I	1.5233	1.5233	1.5233
Engineering Technician II	1.5233	1.5233	1.5233

Environmental Compliance Specialist I	4.8367	4.8367	4.8367
Environmental Compliance Specialist II	4.8333	4.8333	4.8333
Financial Analyst I	2.5900	2.5900	2.5900
Financial Analyst II	1.1533	1.1533	1.1533
Housing Technician I	3.8900	3.8900	3.8900
Housing Technician II	3.8933	3.8933	3.8933
Industrial Waste Specialist	1.7933	1.7933	1.7933
Industrial Waste Technician	1.7900	1.7900	1.7900
Information Tech Planning & Policy Technician	4.6133	4.6133	4.6133
Information Technology Analyst I	0.1300	0	0
Information Technology Analyst II	0.1300	0	0
Information Technology Technician I	11.8500	1.0	1.0
Information Technology Technician II	11.8500	1.0	1.0
Interpretive Services Specialist I	0.5633	0.5633	0.5633
Interpretive Services Specialist II	0.5633	0.5633	0.5633
Junior Engineer	1.3633	1.3633	1.3633
Laboratory Technician I	2.2967	2.2967	2.2967
Laboratory Technician II	1.7900	1.7900	1.7900
Librarian I	4.5633	4.5633	4.5633
Librarian II	4.5633	4.5633	4.5633
Marketing and Communications Analyst I	4.5900	4.5900	4.5900
Marketing and Communications Analyst II	4.5900	4.5900	4.5900
Project Coordinator	2.2667	2.2667	2.2667
Recreation Coordinator I	0.5633	0.5633	0.5633
Recreation Coordinator II	0.5633	0.5633	0.5633
Senior Building Inspector	0.7700	0.7700	0.7700
Senior Building Maintenance Worker	0.8066	0.8066	0.8066
Senior Building Plans Examiner	1.9400	1.9400	1.9400
Senior Code Enforcement Inspector	0.7700	0.7700	0.7700
Senior Construction Inspector	2.2667	2.2667	2.2667
Senior Engineering Technician	1.2600	1.2600	1.2600
Senior Housing Technician	2.1900	2.1900	2.1900
Senior Information Technology Technician	11.84	1.0	1.0
Senior Street Maintenance Worker	1.0300	1.0300	1.0300
Street Maintenance Worker I	1.1100	1.1100	1.1100
Street Maintenance Worker II	1.1100	1.1100	1.1100
Street Sweeper Operator	1.1067	1.1067	1.1067

- D. Effective the first full pay period in January 2016 or upon approval of the City Council, whichever is latest, for any current classification in the bargaining unit where the total compensation was 5.7% or more above the median total compensation for benchmarked classifications in the surveyed jurisdictions, the new top step for all such classifications in the new salary schedule B will be reduced to the median as determined by the survey and listed below. All other classifications' top step in the new salary schedule will remain unchanged.

CLASS TITLE	Adjustment
Courier	-15.57%
Custodian	-10.82%
Database Analyst I	-7.41%
Database Analyst II	-7.42%
Deputy City Clerk I	-6.63%
Deputy City Clerk II	-6.62%
Development Technician I	-6.86%
Development Technician II	-6.86%
Librarian Technician	-6.23%
Meter Reader	-7.58%
Meter Service Worker	-7.59%
Natural Resource Technician	-7.73%
Park, Recreation & Libraries Technician *	2.89%
Permit Technician I	-8.74%
Permit Technician II	-8.74%
Planning Systems Technician I	-6.86%
Planning Systems Technician II	-6.86%
Refuse Maintenance Worker I	-8.17%
Refuse Maintenance Worker II	-17.19%
Refuse Truck Driver I*	2.11%
Refuse Truck Driver II	-6.54%
Senior Custodian	-10.81%
Senior Meter Service Worker	-7.57%
Senior Refuse Truck Driver	-6.77%

* Will increase on Schedule A and Schedule B

All employees hired before the first full pay period in January 2016 or upon approval by the Council whichever is latest, will remain on the current salary schedule (A) for all listed classifications in the bargaining unit. All such employees will continue on this salary schedule when promoted or transferred to other classifications

- E. Effective the first full pay period in January 2016 or upon approval by the Council whichever is latest, the City will create a second salary schedule (B) which will apply to new hires for all listed classifications in the bargaining unit. The salary steps for the new salary schedule will be approximately 2.5% apart for each classification in the bargaining

unit. For purposes of this provision, any employee who was initially hired before January 1, 2016 that had a break in City service and was rehired after January 1, 2016 will be deemed a newly hired employee under this provision.

- F. Management staff in the Parks, Recreation & Libraries Department will designate in writing three (3) Parks Maintenance Worker I/II and/or Senior Parks Maintenance Workers in writing by the department head to maintain their commercial driver's license and operate commercial vehicles/equipment as needed. The designated employees will be compensated at a rate of two and one-half percent (2.5%) of base salary higher than other parks maintenance staff.
- G. A one and one-half percent (1.5%) of base salary differential will be paid to employees in the classification of Senior Parks Maintenance Worker and Park Maintenance Worker II who possess a Playground Safety Inspector or Certified Pesticide Applicator certification and have been designated in writing by the department head to perform duties related to the certification. The Senior Worker is only eligible for compensation for one (1) of these two (2) certificates depending on area of assignment.
- H. The City shall pay two and one-half percent (2.5%) of base salary certificate pay to employees in the classification of Natural Resources Technician who possess an Arborist Certification and who have been designated in writing by the department head to perform duties related to the certification.
- I. Management staff in the Parks, Recreation & Libraries Department will designate in writing a minimum of two (2) but not more than four (4) Parks Maintenance Worker I/II and/or Senior Parks Maintenance Workers to maintain a Certified Pool Operator Certificate. The designated employees will be compensated at a rate of two and one-half percent (2.5%) of base salary. Employees are eligible for compensation for only one (1) of these two (2) certificates depending on area of assignment.
- J. Management staff in the Environmental Utilities Department will designate in writing a maximum of two (2) staff to maintain a crane certification. The designated employees will be compensated at a rate of two and one-half percent (2.5%) of base salary .
- K. City shall compensate employees who are certified by the Human Resources Department as Spanish speaking at the rate of \$46.15 bi-weekly (\$100.00 per month). At the discretion of the Department Head and upon certification by the Human Resources Department, employees may be compensated \$100.00 per month for other languages used including sign language during the course of employment. However, \$100 per month bilingual pay is the maximum amount an employee may receive no matter how many languages he/she is certified to speak.
- L. Streets Division Certified Pesticide Applicator Differential

Effective the first full pay period in January 2016 or upon approval of the City Council, whichever is latest, employees in the classifications of Street Maintenance Worker II and Senior Street Maintenance Worker who have been designated in writing by the department head to perform duties related to the certification and who possess a Certified Pesticide Applicator certification shall be eligible for a 1.5% of base salary differential.

M. The City shall pay a two and one-half (2.5%) of base salary differential to employees in the classification of Refuse Truck Driver I or Refuse Truck Driver II, who possess and maintain a Class A commercial driver's license with applicable endorsements and operate commercial vehicles/equipment as needed. A maximum of three employees may be designated in writing by the department head to receive the differential.

N. Reopener Provision:

City may reopen the terms and conditions if any of the following occur:

1. City loses the ability to collect, levy or transfer revenues in the amount of one million dollars (\$1M); or
2. The Roseville electorate, by local ballot initiative, approves the elimination of revenue currently levied or collected in the above amount.

City shall identify Local 39's proportionate share of any revenue shortfall.

In the event other revenues increase and exceed the amount of any lost revenue, City will not exercise the reopener clause; however, any future increase in revenues must clearly offset general fund expenditures.

REGISTRATION PAY

A five percent (5%) differential will be paid to employees in engineering classifications who possess a California Professional Engineer Certificate (PE).

CERTIFICATION PAY

Employees in the Environmental Utilities Department will have the ability to earn a maximum of three percent (3%) (cumulative) in certification pay. Employees have the opportunity to earn Certification Pay as shown in the tables below:

	<u>Water Treatment Plant Operator</u>	<u>%</u>
<u>Water Treatment Plant Operator 3</u>	<u>Water Treatment Plant Operator 4,5 (DPH) (cumulative)</u>	<u>1%</u>
	<u>Distribution Operator Grade 2, 3 (DPH) (non-cumulative)</u>	<u>1%</u>
<u>Water Treatment Plant Operator 2</u>	<u>Water Treatment Plant Operator 3,4,5 (DPH) (cumulative)</u>	<u>1%</u>
	<u>Distribution Operator Grade 2, 3 (DPH) (non-cumulative)</u>	<u>1%</u>

	<u>Wastewater Treatment Plant Operator</u>	<u>%</u>
<u>Wastewater Treatment Plant Operator 4</u>	<u>Wastewater Treatment Plant Operator Certificate 5 (SWRCB)</u>	<u>1%</u>
<u>Wastewater Treatment Grade 3 Operator, Shift Operator</u>	<u>Wastewater Treatment Plant Operator Certificate 4, 5 (SWRCB) (cumulative)</u> <u>CWEA Collections Grade 1 (DPH)</u> <u>Laboratory Certification, Level 1 (CWEA)</u>	<u>1%</u> <u>1%</u> <u>1%</u>
<u>Wastewater Treatment Grade 2 Operator</u>	<u>Wastewater Treatment Plant Operator Certificate 3, 4, 5 (SWRCB) (cumulative)</u> <u>CWEA Collections Grade 1</u> <u>Laboratory Certification, Level 1 (CWEA)</u>	<u>1%</u> <u>1%</u> <u>1%</u>

ARTICLE II. SERVICE TERM BONUS

City will provide the following service term bonus:

1. Employees hired prior to the first full pay period in January 2016 or upon City Council approval whichever is latest:

SERVICE TERM	ANNUAL BONUS AMOUNT
Beginning of the 10th year	2.5% of base salary
Beginning of the 15th year	An additional 2.5% of base salary

Such service term bonus shall be included in each eligible employee's biweekly payroll.

2. Employees hired on or after the first full pay period in January 2016 or upon City Council approval whichever is latest, who receive a satisfactory or above annual performance review shall be eligible for an annual lump sum performance bonus as follows:

Service Term	Annual Bonus Amount
Beginning of 10th year to completion of 14th year	2.5% of employee's base salary
Beginning of 15th year and every year thereafter	5.0% of employee's base salary

The annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the employee's base salary for the first full pay period in November of each year.

ARTICLE III. OVERTIME AND HOLIDAY WORK

(Refer to Personnel Rules Section 3.11.070)

- A. Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the city and community. Overtime is defined as the paid time in excess, and as an extension, of the normal schedule of work hours as illustrated below:

Employee Work Schedule	Overtime
Eight hours per day, five days per week (5/8 plan)	Over forty hours per week Saturday - Friday
Ten hours per day, four days per week (4/10 plan)	Over forty hours per week Saturday - Friday
Flex 40 schedule	Over 40 hours per week Saturday-Friday
Twenty-four hours per shift (56 hour work week)	Over twenty-four hours per shift for shift extensions (see subsection "F")
A 9/80 schedule approved by the City Manager in writing	Over forty hours per FLSA week. The week varies based upon the employee's 9/80 schedule

- B. Overtime in excess of eight (8) minutes or more shall be compensable and shall be rounded to the nearest fifteen (15) minutes.
- C. Overtime shall be compensable in increments of fifteen (15) minutes.
- D. Overtime shall be compensable at the rate of one and one-half (1 ½) times the employee's base hourly rate except as noted in Subsection "E" of this section.
- E. Emergency (unscheduled) Overtime. Regular employees shall be compensated at double the employee's normal hourly rate when working overtime between the hours of 10:00 p.m. to 6:00 a.m. Overtime hours worked before or after the hours noted above will be paid in accordance with Subsection "D."

In the event that the City Council or the Governor declare a state of emergency, employees will be compensated at a rate of one and one-half (1 ½) times the employee's base hourly rate for all overtime hours worked during the declared emergency period.

- F. Employees in the Water/Wastewater Treatment Plants who work a twenty-four (24) hour shift shall be compensated as follows for overtime worked:
1. Emergency Overtime. Emergency overtime shall be compensated at double the employee's normal hourly rate. "Emergency Overtime" is defined as all calls in which the employee is called back to work on their normal day off to assist at a major incident.

2. Regular Overtime. Regular overtime shall be compensated at one and one-half (1-1/2) the employee's normal hourly rate. "Regular Overtime" is defined to include all extra shift assignments, special assignments and other assignments not specifically mentioned in Subdivision 1 of this subsection. Emergency calls during an extra shift assignment shall be compensated at the regular overtime (one and one-half) rate.
 3. Shift Extension. If an employee is called to work early or is worked beyond their normal work shift, compensation for overtime shall be calculated in accordance with Subsection "C" of this section.
 4. Holidays, sick leave, compensatory time off, vacation leave and floating holidays are considered time worked for the purposes of computing overtime.
 5. Workers' Compensation leave, leave without pay requested by the employee, suspension or disciplinary action and a short week worked by a new employee are those occasions which are not to be considered as time worked for the purpose of computing overtime.
 6. No employee may be required to work overtime during any scheduled workweek in which that employee is on an unpaid status due to disciplinary action.
- G. Incidental Overtime. Those employees assigned to a twenty-four (24) hour work shift will be compensated for incidental overtime for overtime of eight (8) hours or less on a given day. If an employee works more than eight (8) hours of overtime, the entire eight-hour period shall be compensated at the regular overtime rate. The incidental overtime rate is computed based on the hourly wage of an eight-hour per day employee. The regular overtime rate is based on a twenty-four (24) hour shift assignment, i.e., 2912 hours annually.
- H. Compensatory Time. Compensatory time shall be governed as follows:
1. Regular and probationary employees may, with the prior approval of their supervisor, accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1-1/2) hours for each hour of compensatory time worked.
 2. Once an employee has been credited with compensatory time, the employee may not receive a lump sum payment for the hours accrued unless the employee is separated from City service.
 3. Upon separation the employee will be paid at the employee's current hourly rate or average of last three (3) years whichever is higher for the remaining compensatory balance.
 4. Eligible employees may not exceed two hundred and forty (240) maximum hours of accumulation listed at any one time on the City's payroll system.
 5. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.

6. An employee may use accrued compensatory time with prior approval from the employee's manager or first-line supervisor.
- I. Employees assigned to shift work in the Water and Wastewater treatment plants, whose regular work schedule requires work on a holiday shall be compensated at their straight time hourly base rate of pay for performance of work on holidays. Compensation for holidays worked for such employees shall be in accordance with this MOU.
- J. Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:
 1. If an employee works the holiday and does not receive any other scheduled workday off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and one-half the employee's base hourly rate (for the actual number of hours worked on the holiday).
 2. If an employee works the holiday and receives another scheduled workday off in lieu of working the holiday, the employee shall be compensated at the rate of time and one-half (1 1/2) the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled workday off within the period of five (5) working days before to five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

ARTICLE IV. SLEEP SHIFT AND MEAL TIME PERIODS FOR TREATMENT PLANTS

- A. During each 24-hour shift, employees shall have an eight-hour period designated as sleep time. Except as provided herein, this sleep time shall be uncompensated and not counted as "hours worked" for purposes of calculating pay and overtime pay.
- B. During each 24-hour shift, employees shall be entitled to meal periods as follows: Forty-five (45) minutes for breakfast, one (1) hour for lunch and one (1) hour for dinner. Each such period shall be compensated and be counted as "hours worked" for purposes of calculating pay and overtime pay. Employees are obligated to respond to work situations during meal periods without additional compensation.
- C. Employees shall make daily written reports of periods when their sleep periods are interrupted by emergencies or other work requirements. When sleep periods are interrupted, the employee shall be entitled to a minimum of two (2) hours, regardless if the hours actually worked are less than two (2) hours. Multiple interruptions shall not entitle the employee to more than two (2) hours Sleep Shift Overtime (SSOT), unless the actual time worked exceeds two (2) hours, provided, however, that per Fair Labor Standards Act (FLSA) regulations if any employee is unable to get five (5) hours of uninterrupted sleep, then the entire eight (8) hour period shall be counted as hours worked.
- D. When employees work three shifts (72 hours in a week) City shall count eight (8) of the twenty-four (24) hours of sleep as "hours worked" for purposes of calculating overtime. For overtime calculations pursuant to this section, "hours worked" shall not include paid time status, but only

actual time worked.

ARTICLE V. WORKING IN A HIGHER CLASS

(Refer to Personnel Rules Section 3.07.080)

The principle for paying employees for performing higher level job responsibilities due to operational necessity is based on such considerations as: the employee's ability and qualifications to perform at a higher level, whether the employee would be required to perform only routine or a significant range of the higher job responsibilities, whether the lower level position is in direct line and job scope of the higher class, and the length of time necessary for an employee to perform in a higher class.

The purpose of compensating employees for performing work in a higher class is to establish a system by which employees will continuously receive a pay rate comparable to those job factors that establish pay for each class of work in City service. Authorization for an assignment to work in a higher class must be given by the employee's supervisor and, except under emergency circumstances, requires advance approval of the department head, Human Resources Director and City Manager. The following conditions shall prevail as the definition and standards of compensation:

- A. Employees are required to work at least four (4) hours in the higher class to receive the higher class pay, except in classifications where employees are required to operate heavy equipment that is paid at a higher level; in such cases employees will be eligible for higher class pay after one (1) hour of continuous work.
- B. Compensation in excess of an employee's regular base salary rate shall not be authorized for work in a higher class unless such employee is in all respects qualified to perform in the higher class and required to perform at least a substantial range of the more essential tasks of the higher class. Additionally, if an employee is temporarily assigned to perform work that is generally within the scope of their current class, but the work assignment is normally performed by a higher class due to the nature or scope of such work, then the temporarily assigned employee shall not receive additional compensation for performance of their normal and customary duties as prescribed by their regular classification.
- C. Employees assigned to work in a higher class, who are both qualified and required to perform at least a substantial range of the higher tasks, shall be compensated for the time worked in the higher class as follows:
 1. Compensation shall be five percent (5%) more than the employee's current salary rate in the lower class unless the difference between classifications is less than five percent (5%). In the event that the top step in the higher range is less than five percent (5%), the employee will be compensated at the top step in the higher class.
 2. Employees assigned to management classifications shall be compensated ten percent (10%) more than the employee's current salary rate in the lower class or five percent (5%) below Step A of the higher class, whichever is more. In the event that the top step in the higher range is less than ten percent (10%), the employee will be compensated at the top step in the higher class.
 3. Employees assigned to work in a higher class for thirty (30) calendar days or less shall be compensated pursuant to items C1 or C2 above only for actual hours worked, i.e.,

the out of class compensation shall not be applied to any non-productive time, such as leave time, compensatory time off (CTO), or holiday pay taken during the out of class assignment. Employees assigned to work in a higher class for more than thirty (30) calendar days shall be compensated at the out of class rate of pay for all time worked and any non-productive time taken during that portion of the out of class assignment that exceeds thirty (30) calendar days.

- D. Work periods in higher-class assignments shall not apply toward seniority for layoff purposes as regard the higher class or time-in-class consideration for lay-off purposes as regards the higher class.
- E. Temporary Acting Pay
An employee temporarily assigned in writing to an acting position in a classification with a higher salary range shall be compensated for the duration of the acting assignment by the payment of ten percent (10%) of the regular salary the employee received prior to the acting assignment, or the salary provided for in Step A of the higher classification, whichever is greater, but not to exceed top step of the higher classification for all time worked and any leave time paid. The higher classified position must be temporarily vacant due to a long-term absence of the incumbent or pending the filling of a vacant position. The temporary acting pay assignment shall be for a minimum of two full-time pay periods and limited to one year. Authorization for a temporary acting assignment must be given by the employee's supervisor and requires advance approval of the Department Head, Human Resources Director and City Manager.

ARTICLE VI. STANDBY

City agrees to the following standby provision concerning represented employees:

- A. Employees assigned to standby duty shall be compensated per the following schedule:

Monday-Friday Standby	1.5 hours straight time rate per day
Saturday, Sunday & Holiday Standby	3 hours straight time rate per day
Weekly Standby	13.5 hours straight time rate per week
- B. Such payment shall be in addition to the overtime payments, which may be payable for call backs pursuant to City Personnel Rules and Regulations. However, employees shall not be compensated at a minimum of two (2) hours of overtime pay for incidents occurring within the time frame of an original call. For example, an employee has been called back, completes the task in one-half (1/2) hour and gets another call before leaving to return home. In this case, the employee would not receive a minimum of two (2) hours of overtime pay for the second and subsequent calls. If the employee returns home and receives subsequent callbacks, the employee would be entitled to a minimum of two (2) hours pay for that (those) call(s). An employee on weekend standby may be authorized to take a City vehicle home, provided the employee lives within the area bound by heavy black lines on the attached map (Appendix B).
- C. Cumulative time spent in excess of fifteen (15) minutes or more shall be compensable as a call back. This applies only to phone calls received while on standby which do not require call out.
- D. Departments shall make standby assignments voluntary whenever practical.

ARTICLE VII. SHORT NOTICE SHIFT ADJUSTMENT

Any employee involved in a mandatory permanent change of schedule which involves a modification in an employee's starting time or days off will be given a minimum of five (5) working days' notice.

This provision may be waived in emergency situations as determined by the department head or his/her designated authority.

ARTICLE VIII. MEALS

All classified employees required to work at least two (2) hours beyond or prior to their normal work shift shall be eligible for meals as provided below:

- A. Employees required to work two (2) to four (4) extra hours shall be entitled to one (1) meal break.
- B. Employees required to work at least eight (8) extra hours shall be entitled to two (2) meal breaks.
- C. Employees required to work at least twelve (12) extra hours shall be entitled to three (3) meal breaks.
- D. In no event shall an employee be entitled to more than three (3) meal breaks in a given twenty-four (24) hour period.

Arrangement for meals shall be as follows:

- A. City may provide a meal by bringing food to the work site.
- B. City may allow the employee to go to a restaurant of his/her own choice for a period of one-half (1/2 hour), during which time the employee shall be on paid time, and the City shall reimburse the employee \$20.00 for each meal on their next regular paycheck.
- C. If circumstances permit, the supervisor, in lieu of options contained in paragraphs A and B, may authorize the employee to go home on paid time and consume a meal at no cost to City for a period not to exceed one (1) hour.
- D. Employees in the plants who are assigned to work a 24-hour overtime shift will be entitled to \$30.00 per diem.

ARTICLE IX. PAID LUNCH PERIODS

- A. City will provide for a twenty-five (25) minute paid lunch for Child Care Site Coordinator, Assistant Child Care Site Coordinators, night shift mechanics, night shift street sweeper operators, and custodians.
- B. Refuse truck drivers and solid waste maintenance staff will work a straight eight-hour work schedule with no recognized lunch period.

ARTICLE X. UNIFORM AND SAFETY SHOE/WORK BOOT PROVISIONS

- A. Subject to A(3) below, the City agrees to continue to provide two (2) options for a uniform allowance. Each division will determine whether they will receive the City-provided/laundered uniform or a uniform allowance.
1. City agrees to provide eligible employees within divisions who have elected the allowance with a \$300.00 uniform allowance per year for shirts, pants, and shorts payable in January of each year of the contract,
OR
 2. Entire divisions may elect to receive eleven (11) shirts and pants/shorts per employee cleaned and maintained by the City. This decision will be for the balance of the contract period.
 3. For safety reasons, the City reserves the right to deny an employee's request to wear shorts.
- B. City agrees to continue to provide a safety boot/shoe allowance of \$200.00 per year payable in January of each year of the contract.
1. The prescribed shoe or boot must be appropriate to job class and must meet CAL-OSHA (ANSI) regulations. In addition, the boots must meet the following criteria:
 - All safety work boots/shoes must be approximately six (6) inches in height measured from the insole to the top of the upper (for maximum ankle support).
 - All safety work boots/shoes must have slip resistant soles.
 - All boot/shoes will have reinforced toes.
 2. Employees receiving the boot/shoe allowance are required to wear the prescribed boot/shoe whenever conditions require it or be subject to disciplinary action. City reserves the right to determine if a shoe or boot is appropriate to job class in conformance with Section B.
- C. It is understood that by the provision of such uniform apparel, designated employees are required to wear such uniform apparel during all duty hours and to maintain a clothing standard that would be consistent with appropriate representation of the City. Regardless of selected option, uniforms must be kept in a well maintained, repaired, and clean condition.
- D. Employees in the Parks, Recreation & Libraries Department who are required to work outside in cold weather shall be provided a heavy duty Carhartt type jacket. The City agrees to provide replacement jackets as needed.

CLASSIFICATIONS ELIGIBLE FOR UNIFORM AND/OR BOOT ALLOWANCE

*Building Maintenance Worker I/II

- Construction Inspector I/II (boot only)
- Construction Inspector Supervisor (boot only)
- Courier
- Custodian
- Engineering Technician I/II (boot only)
- *Equipment Serviceworker
- Industrial Waste Specialist

Industrial Waste Technician
 Irrigation Technician
 Laboratory Technician I/II
 *Mechanic I/II
 Meter Reader
 Meter Service Worker (boot only)
 *Natural Resource Technician
 *Natural Resources Worker I/II
 *Parks Maintenance Worker I/II
 *Refuse Maintenance Worker I/II
 *Refuse Truck Driver I/II
 *Senior Building Maintenance Worker
 Senior Construction Inspector (boot only)
 Senior Custodian
 Senior Engineering Technician (boot only)
 *Senior Mechanic
 Senior Meter Serviceworker
 *Senior Parks Maintenance Worker
 *Senior Natural Resources Worker
 *Senior Refuse Truck Driver
 *Senior Street Maintenance Worker
 *Senior Tree Trimmer
 *Senior Warehouse Worker
 *Street Maintenance Worker I/II
 *Street Sweeper Operator
 *Tree Trimmer
 *Vehicle Maintenance Parts Buyer
 *Vehicle Maintenance Servicewriter
 *Warehouse Worker I/II
 *Wastewater Treatment Plant Operator I/II/III/IV
 *Water Treatment Plant Operator I/II/III

An asterisk (*) indicates classification is eligible for City-provided uniforms and laundry or uniform/jean allowance and safety shoe or prescribed work boot. As new classifications are added, the City shall determine whether a uniform and/or boot allowance shall be provided based upon the provisions set forth in this Article. The City shall meet and confer with local 39 regarding its decision.

- E. All new employees will receive a pro-rated amount of uniform allowance based on the number of months remaining in the calendar year in which they are hired. All new employees who are required to wear safety boots on the job shall receive an immediate pro-rated boot allowance based on the number of months remaining in the calendar year. At the discretion of the department head, a new employee may be provided with safety boots to ensure compliance with Section B.
- F. New hires get the selection that the division has made for the year (i.e. allowance or uniform service).
- G. Employees who transfer midyear stay with the annual election they have made until the new election period arises.

- H. No employee reimbursement of uniform allowance is required when a Local 39 employee is promoted into management or any other non-uniformed classification.

ARTICLE XI. EMPLOYEE TOOL ALLOWANCE

Regular employees in the classes of Equipment Service Worker, Mechanic I/II, and Senior Mechanic shall receive an annual tool allowance of five hundred dollars (\$500) per fiscal year. The purpose of this tool allowance is to reimburse employees for expenses incurred in the purchase, upgrade and maintenance of personal hand tools.

Employees shall maintain a set of adequate and appropriate hand tools to be used in the performance of the employees' duties with the City. Such tools are and shall remain the property of the employee.

At least once each year employees shall submit an inventory of personal hand tools (Tool List) to the City. The Tool List shall identify all hand tools used by the employee in the performance of his/her duties with the City.

When an employee purchases a new hand tool, it is the responsibility of the employee to update his/her Tool List and submit it to the City.

Damaged individual tools not covered by manufacturer's warranty will not be reimbursed by the City.

Employees may submit claims for the replacement of tools lost due to a catastrophic event, unusual circumstances, or theft. All claims for replacement tools shall be approved by the department head whose decision shall be final. Denied claims for replacement tools shall not be subject to the grievance procedure.

ARTICLE XII. REST PERIODS

City will provide a fifteen (15) minute rest break for every four (4) hours of work. Authorized rest period time taken shall be counted as time worked.

ARTICLE XIII. REST PERIOD BETWEEN WORKDAYS

It is the intent of this Article to provide for and insure a reasonable amount of rest for employees who may be required to work an extraordinary number of overtime hours between workdays or on a continuous emergency work schedule. In such circumstances, the City agrees to the following provisions as a means of assuring adequate rest, and the prevention of fatigue and safety hazards.

A. Rest Period Between Workdays

1. If an employee has worked for four (4) or more hours during the eight (8) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a four (4) hour rest period upon the completion of such overtime work.
2. If an employee has worked for six (6) or more hours during the twelve (12) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a six (6) hour rest period upon the completion of such overtime work.
3. If an employee has worked for eight (8) or more hours during the sixteen (16) hour period

immediately preceding the beginning of his/her regular work shift, he/she is entitled to an eight (8) hour rest period upon the completion of such overtime work.

4. Rest periods are to begin immediately upon employee's release from overtime work. If the rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight time rate for the extent of the overlap.
 5. If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her workday, the employee may be excused from reporting for work until the beginning of the second half of his/her workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.
 6. If the rest period extends into the second half of his/her regular day, the employee may be excused from reporting for work until the beginning of the following workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.
- B. Continuous or Emergency Work Schedule. When, in circumstances of emergencies or other business necessity, it becomes necessary for the City to require a continuous work schedule of twenty-four (24) or more hours of work, employees shall work under close supervision and will be released for rest at the discretion of the department head or designee. In such circumstances, the employee shall be entitled to the prevailing rate of overtime pay, and shall remain at such rate of pay until released from the work schedule for a minimum of eight (8) hours.

ARTICLE XIV. MODIFIED DUTY ASSIGNMENTS

- A. Refer to Administrative regulation 2.17 on Modified Duty for current policy on modified duty assignments.
- B.. When an employee is assigned a modified duty assignment, the employee shall be compensated for hours worked at the regular rate of base salary and benefits regardless of whether or not the employee performs work within the regular classified position. If an employee is assigned to a modified duty assignment of less than full time, either accrued sick leave, or other available leave for hours worked may supplement compensation. In this case, the employee should contact the Employment Development Department (EDD) to confirm availability of partial benefits under State Disability Insurance (SDI) Program.

ARTICLE XV. SHIFT DIFFERENTIAL

- A. Shift differential for purposes of this Article is defined as a shift of eight (8) hours or more where fifty percent (50%) of the shift falls between the hours of 10 p.m. and 6 a.m. except as otherwise stated in section C below.
- B. Any employee who works an assigned regular time shift as described in "A" above, shall be paid an additional two and one-half percent (2.5%) of his/her base hourly rate for each hour actually worked. No shift differential will be paid on sick leave, vacation, CTO or any other time off.
- C. Hours worked on overtime, whether the employee is held over, called in to cover a shift or partial

shift, or volunteers for an overtime shift, will not be eligible for shift differential pay.

D. This provision does not apply to any shift with allowable sleep time.

CHAPTER 3. BENEFITS

ARTICLE I. HEALTH AND WELFARE PROGRAM

A. Eligibility

Any classified employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the Local 39 bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2005, or current employees who laterally transfer or promote into a regular part-time allocated position will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five percent (75%) of the full-time contribution, etc.

B. Medical Insurance Benefits

The City agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month after approval by the City Council or as soon as administratively possible, the City's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

C. Cafeteria Plan

1. The City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code or any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and Long Term Disability (LTD) insurance.

2. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to \$1,284.00 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the agreement. Effective the first full pay period in December of 2016, the City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under section A of this Article of up to \$1,296 per month. Effective the first full pay period in December of 2017, this amount shall be increased to \$1,321. Effective December 1, 2018, this amount shall be increased to \$1,347.

3. Effective the first pay period after approval by the City Council but not sooner than December 1, 2013, the City agrees to provide a flex plan credit of \$108 per month to be used by active employees for any benefit covered under the Cafeteria Plan. Effective January 1, 2014, the flex plan credit shall increase to \$132 per month. Effective December 1, 2015, the flex plan credit shall increase to \$156 per month. Effective the first full pay period in December of 2016, the flex plan credit shall increase to \$168 per month.

4. Employees who elect not to participate in any of the medical, dental, vision or LTD insurance benefits

sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City sponsored benefits will receive \$150 per month.

5. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, vision, and LTD insurance benefits for the employee and any eligible dependents.

D. All employees will be enrolled in the State Disability Insurance (SDI) Program without benefit of election. Employee accepts sole responsibility for payment of any and all costs under this program. All payments will be collected via payroll deduction.

E. City agrees to provide a dental benefit as described in the evidence of coverage document. The City reserves the right to select any dental carrier. The City will provide two (2) cleanings per year (except for periodontal patients who will continue to have four (4) cleanings). Open enrollment will be as described in the evidence of coverage document which will be evaluated regularly and may be changed at the City's discretion in order to manage premiums for the City and represented employees.

F. The City agrees to provide a vision benefit. Details of the City's vision benefit are described in the evidence of coverage document. The City reserves the right to select any vision carrier. Open enrollment will be as described in the evidence of coverage document.

ARTICLE II. RETIREE HEALTH BENEFITS

A. Medical Insurance Benefits

The City agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month after approval by the City Council or as soon as administratively possible, the City's maximum monthly medical insurance contribution for each eligible retired employee shall be equal to the minimum employer contribution required for active employees under the Public Employees' Medical and Hospital Care Act (PEMHCA).

The parties agreement to move from the CalPERS equal contribution method to the PEMHCA minimum employer contribution method does not modify retiree health benefits for employees in Tiers I and II pursuant to Article II B and C below.

B. For Employees Hired Prior to January 1, 2005 (Tier 1)

Employees hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2005, i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution towards their post-retirement medical insurance benefit at the same level as full-time regular employees covered by this Agreement.

C. For Employees Hired On or After January 1, 2005 and Prior To January 1, 2014. (Tier 2)

For employees hired on or after January 1, 2005 and prior to January 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

Total Credited Years of Service	% of City Contribution
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

Employees who have CalPERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for post-retirement health benefits. However, once an employee has completed five (5) years of service with the City of Roseville, their eligibility for post-retirement health benefits will include all years of CalPERS-credited service.

The vesting requirements for post-retirement health benefits will become effective January 1, 2005. Employees hired on or after January 1, 2005 shall be subject to the above post-retirement vesting schedule for health benefits.

D. For Employees Hired On or After January 1, 2014. (Tier 3)

1. Employee hired on or after January 1, 2014] shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.

2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to \$100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution to this account upon retirement.

3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.

4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After ten (10) years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

ARTICLE III. PERS /OTHER POST EMPLOYMENT BENEFITS

In the event that the City wants to explore leaving CalPERS medical during the term of this Agreement, a committee will be formed with representatives from all six (6) bargaining groups (Local 39, IBEW, RPOA, RPA, RFF, and Management/ Confidential).

The committee will work towards consensus in all decision making. Minimum requirements from all bargaining groups will be submitted to the committee for consideration and will be met if reasonably possible at the time that alternative health care insurance is considered.

If unable to reach consensus on staying in/withdrawing from PEHMCA, each bargaining group will have the option of taking the committee's majority proposal to their membership. After membership review, the committee will continue discussions toward consensus.

If groups representing two thirds (2/3's) of the employees and representing at least fifty-one percent (51%) of the employees cannot decide on an alternative health care plan, the City will not leave PEHMCA.

If it is decided to change, management will make its best effort to find plans that mirror CalPERS plans and meet the minimum requirements agreed upon by the committee. There will be at least one (1) portable plan and at least one (1) plan that provides for no lifetime maximums.

Local 39 actives and retirees will be covered by the same health benefit provider(s) and will have the same levels of coverage.

If information comes to light that changes the fiscal viability of withdrawing from PEHMCA, and the City does not have time to take the information back to the committee for review, the City reserves the right to make the final determination to remain in PEHMCA. City does not reserve the right to pull out of PEHMCA without the approval of the committee.

The parties agree to meet during the term of this MOU to continue discussing Retiree Health Benefits.

ARTICLE IV. LONG TERM DISABILITY PLAN

- A. City agrees to maintain a Long Term Disability (LTD) program consisting of a sixty (60) calendar day qualifying period; whereupon an eligible employee shall be entitled to receive sixty percent (60%) of his/her gross monthly salary in accordance with the LTD Plan. Other details of City's LTD Plan are described in the plan booklet.
- B. After five (5) years as a regular employee of the City, City agrees to pay one hundred percent (100%) of the premium for the LTD Plan.

ARTICLE V. DEFERRED COMPENSATION

A. City agrees to maintain a voluntary program of employee funded deferred compensation for classified full and part-time employees. It is understood that City is solely responsible for selection of the deferred compensation plan and plan administrator(s).

B. Effective June 30, 2012, the City agrees to contribute three percent (3%) of the employee's base wages into the deferred compensation plan for employees who have completed five (5) continuous years of classified employment with the City of Roseville.

ARTICLE VI. PUBLIC EMPLOYEES RETIREMENT SYSTEM

A. Retirement System. Unit members are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Article.

B. Tier One: 2.7% at 55 Retirement Program – Bargaining Unit Members Hired On or Before December 31, 2012 and Unit Members Qualified for Reciprocity (Classic Member)

This Section B, including subsections, shall apply to bargaining unit members hired on or before December 31, 2012. In addition, this Section B shall apply to bargaining unit members hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements (Classic Member):

1. 2.7% at 55 Pension Formula

The "2.7% @ 55" retirement program will be available to bargaining unit members covered by this Section.

2. Final Compensation Based On 12-Month Period

For the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section B shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

3. Required Contributions

Bargaining unit members covered by this Section B shall continue to pay, through payroll deduction, 8.0% of compensation earnable contribution to CalPERS. 6.197% shall be contributed toward the City's pension costs, and 1.803% shall be contributed toward the employees' pension contribution.

The City shall pay 6.197% of compensation earnable as EPMC (Employer Paid Member Contribution) and shall report the same percent (value) of compensation earnable as special compensation pursuant to Government Code Section 20636(c) (4).

C. Tier Two: PEPRA Retirement Tier Required For Bargaining Unit Members Hired On or After January 1, 2013 and Not Qualified For Reciprocity

This Section C, including subsections, shall apply to bargaining unit members who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c).

1. 2% at 62 Pension Formula

The "2% @ 62" retirement program will be available to bargaining unit members covered by this Section C.

2. Final Compensation Based On 36-Months

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for bargaining unit members covered by this Section C shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

3. Required Bargaining Unit Member Contributions

As required by Government Code Section 7522.04(g), effective January 1, 2013, bargaining unit members covered by this Section C shall pay, through payroll deduction, fifty percent (50%) of normal costs as determined by CalPERS.

D. Other Options Included In CalPERS Contract

Unit members continue to be eligible for the following options included in the City's contract with CalPERS:

- Government Code Section 20965 (Conversion of unused sick leave balance to service credit.)
- Government Code Section 21573 (Third Level of 1959 Survivor Benefits).
- Government Code Section 21548 (Pre-Retirement Option 2W Death Benefit).

ARTICLE VII. EMPLOYEE ASSISTANCE PROGRAM

- A. City agrees to continue to provide an Employee Assistance Program (EAP), which allows for six (6) paid counseling visits for each employee and each dependent family member per calendar year. City reserves the right to select the program provider.

ARTICLE VIII. LIFE INSURANCE

- A. City agrees to provide eligible employees with a fully paid term life insurance program in the amount of twice the annual salary in effect as of July 1st of each year as provided in the Evidence of Coverage. City reserves the right to select the insurance provider.

CHAPTER 4. LEAVES

ARTICLE I. HOLIDAYS -- GENERAL

- A. The following holidays shall be observed by the City with respect to all employees, except shift employees in the water/wastewater treatment plants. City offices shall be closed on these days except as otherwise provided herein:
1. January 1st (New Year's Day)
 2. The third Monday in January (Martin Luther King's Birthday)
 3. The third Monday in February (Washington's Birthday)
 4. The last Monday in May (Memorial Day)
 5. July 4th (Independence Day)
 6. The first Monday in September (Labor Day)
 7. The second Monday in October (Columbus Day)
 8. November 11th (Veteran's Day)
 9. The day in November appointed by the President of the United States as Thanksgiving Day
 10. The day immediately following Thanksgiving Day
 11. December 25th (Christmas)
 12. Eight (8) hours (floating holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months probationary service (pro-rated for part time regular employees). The number of floating holiday hours to be credited to a new employee hired after January 1 shall be pro-rated based on the number of full months employed during that year. Employees unable to complete six (6) months of probationary service prior to December 31 shall not accrue or be eligible for any floating holidays that year. The employees and the employee's supervisor shall jointly determine a convenient date to take such leave.
- B. The following non-recurring holidays shall be observed in any year in which they occur: Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday (except Admission Day).
- C. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday. If a holiday occurs on the employee's first normal day off, the employee shall take the

preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.

If an employee has taken more holidays than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final check.

D. Christmas Holiday Week Time Off

Employees may request in writing to take off one (1) or more days during the City's designated Christmas holiday week. Approval shall be subject to the operating needs of the City. Employees approved for this time off may use accrued vacation leave, holiday time, compensation time off and/or leave without pay.

HOLIDAYS - TREATMENT PLANTS

A. Treatment Plant non-shift employees shall receive eleven (11) holidays per year to be taken as they occur as well as one (1) floating holiday per year.

B. Treatment Plant shift employees shall receive six (6) fully paid holiday shifts per year, in advance, on January 1st of each year, earned in twelve (12) hour increments for each one (1) month of continuous employment. Employees may take holidays in full shifts or half shifts, but may take no more than six (6) half shifts during the hours of 0700 and 1900, local time, within a calendar year. Should an employee take six (6) half (morning or a.m.) shifts, the employee may take the rest of the holidays as pay in three (3) full shifts, or as six (6) half (night or p.m.) shifts.

1. In lieu of holiday time off, shift employees may elect to receive straight salary for up to three (3) shifts of earned and unused holiday credit within each fiscal year. All holiday time to be converted to pay by an employee shall be in full shift increments. All employees opting for pay may do so only once during any fiscal year, and City shall pay that employee in a separate draft.

2. All holiday time off is subject to advance approval of the department head.

C. If an employee has taken more holidays than have been earned at the time of separation from service, City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final check.

ARTICLE II. SICK LEAVE

(Refer to Section 3.12.070 of the Personnel Rules):

A. The objective of this section is to provide methods of furthering the health and general welfare of City employees, as well as ensuring maximum and reasonable job attendance.

Sick leave should not be viewed as a right to be used at the employee's discretion; rather it is a privilege of paid time away from work duties in the event of one (1) of the following

circumstances:

1. Actual illness or injury of the employee that occurred away from the job setting, except where such injury/illness occurred in connection with off-duty (outside) employment when an injury is job-related, the employee shall be charged with sick leave usage only to the extent that their salary is not covered by Worker's Compensation.
 2. The employee's exposure to a contagious disease.
 3. Where the employee's medical attention to an immediate family member is required. Immediate family member includes any person living in the employee's immediate household and as defined pursuant to Municipal Code 3.00.420.
 4. Emergency leave due to the death or imminent death of family members.
- B. **Accrual/Use:** Sick leave is accrued by all classified employees on the basis of biweekly payrolls based upon eighty (80) hours of paid time per pay period for all employees except 24-hour workers whose accrual will be based upon one hundred and twelve (112) hours per pay period. On each day following completion of one (1) month of continuous service, eligible full-time employees shall receive credit for eight (8) hours or one-half (1/2) of a 24-hour shift leave with pay, the total of which shall not exceed twelve (12) days or six (6) shifts in any twelve (12) month period. Sick leave may be used for those purposes listed above. Employees on a modified schedule work assignment shall accrue sick leave on a pro rata basis of hours worked. Maximum accumulation of sick leave shall be unlimited.
- Employees may be granted sick leave in minimum units of one-half (1/2) hour for those reasons specified in Subsection A, provided that such time has been earned.
- Department heads may require probationary employees to support each incident of sick leave use after the first twenty-four (24) hours of sick leave is taken by use of a medical certification of a health care provider as set forth in section G below.
- Employees shall not use sick leave for disabilities determined to be job related, except as provided for in Section 3.12.100 of the Roseville Municipal Code, nor shall employees be allowed to use sick leave for the sole purpose of utilizing such accrued time prior to separation from service.
- C. **Illness/Injury During Vacation:** An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that:
- Immediately upon return to duty, the employee submits to the department head a written request for sick leave, accompanied by a signed statement from the employee's health care provider that complies with section G below.
- D. **Holidays During Sick Leave Or Disability:** Observed holidays occurring during sick leave shall not be counted as a day of sick leave or disability, but shall be regarded as the taking of a holiday.

- E. Sick Leave For Immediate Family Care: All classified employees are allowed to use sick leave days for the required care of immediate family members pursuant to Municipal Code 3.12.070(a).
- F. Funeral and Bereavement Leave: Regular employees may be granted a maximum of sixty-four (64) hours or three (3) shifts of sick leave for each such instance to:
 - 1. Attend the funeral of an immediate family member, grandparents, grandchildren, or in-laws.
 - 2. Deal with matters related to the death of critical illness where death appears imminent of any member of the employee's immediate family.

Requests for funeral and bereavement leave shall be evaluated by the employee's department head to determine the appropriate amount of leave to be granted in each instance.

- G. Procedure to Receive Sick Leave: The employee must notify the first level management supervisor in the work unit prior to or not later than one (1) hour after the start of the day's/shift's work of the need for sick leave. In the event sick leave is required by the employee for an unforeseen emergency, department management personnel shall use reasonable discretion in the exercise of requiring notification, and the employee shall immediately request permission for absence and use of sick leave from the available departmental management personnel. An emergency, as used here, refers to funeral or bereavement leave and medical emergencies involving the employee or immediate family members.

Generally, the certificate of a health care provider is not required for sick leave absences of less than five (5) days or two and one-half (2-1/2) consecutive shifts, unless it is deemed necessary for the protection of the City's interests, and in cases of probationary employees when required by the department head. However, absences of five (5) days or two and one-half (2-1/2) shifts may be required to be supported by a medical certificate by a health care provider.

Generally, a department director may require that the employee provide written certification from a health care provider when he/she has been absent due to illness or injury for more than five consecutive days. However, the City reserves the right to require a medical certification. The certification must include:

- 4. The employee's name
- 5. The name and address of the health care provider.
- 6. A statement by the health care provider that the employee is under the care of the health care provider and that the illness/injury prevents the employee from performing his/her duties.
- 7. Date(s) employee was seen or will be seen by the health care provider.
- 8. Certification must be provided by the health care provider.

If, in the opinion of the department head or the Human Resources Director, any single occurrence of an employee's use of sick leave was in connection with a condition that may be detrimental to the health and welfare of other employees, either of these officers may require the employee to obtain a medical release by a physician of City's choice and at City's expense.

In all instances of sick leave, certification of approved or disapproved use shall be made by the employee's supervisor. The Human Resources Director will prescribe all forms related to City's sick leave use policy, and shall maintain accurate records of sick leave use, including annual surveys to determine possible corrective measures. The Human Resources Department is available to hear any concerns regarding the medical certification process.

- H. Sick Leave Without Pay: Upon written request of an employee, the Human Resources Director may grant leave without pay due to personal illness/injury for up to thirty (30) calendar days and may grant extensions up to a total maximum period of ninety (90) calendar days. Extensions of sick leave without pay up to a maximum of an additional ninety (90) calendar days must be approved by the City Manager. The initial and subsequent requests for sick leave without pay must be accompanied by a physician's certificate stating the nature and approximate duration of medical disability.
- I. Abuse of Sick Leave: The sick leave program is designed to provide employees with two benefits: (i) available paid leave for a reasonable amount of short-term illnesses, and (ii) provide a savings bank of time to ensure available paid leave for long-term illnesses. In order to ensure that the sick leave program is being utilized for both purposes, all City employees are monitored to ensure that their usage of the sick leave benefits is not abusive.

However, employees found to have claimed sick leave fraudulently will be handled through City's disciplinary process separate from this section.

This section is not intended for those City employees who have been identified as having chronic medical problems, which may result in numerous absences from their job through no fault of their own. These cases will be evaluated on a case-by-case basis as to the appropriate City action, if any. For purposes of this section a chronic illness is defined as one that is chronic in nature and that results in a minimum of three (3) absences per calendar year totaling twenty-four (24) or more hours. In order for an illness to be considered chronic, medical evidence must be submitted to the Human Resources Director for approval. Once an employee has a chronic condition identified, any and all subsequent absences due to the employee's chronic condition may require a doctor's certificate to support the absence(s).

- J. Return to Work Physicals: Prior to the resumption of work duties after taking any occurrence of sick leave or industrial disability leave due to injury or illness, an employee may be required to undergo a physical examination by a City selected physician or submit a certificate of employability from the employee's treating physician where it is in City's best interest. In all cases of medical absence due to a contagious condition, or its potential, the afflicted employee shall notify the department head and Human Resources Director immediately by telephone of such condition, and shall be required to provide medical evidence of employability before returning to work.
- K. Payment For Unused Sick Leave: The payment of unused sick leave is authorized by City as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job.

Employees in the classified service, regardless of service length, shall be entitled to payment

for accrued (not pro rata) sick leave (as indicated below), up to their date of separation. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.

Number of Sick Leave Days Accumulated	Percent of Days For Which Compensation is Given
120 - 150	60
96 - 119	50
72 - 95	40
48 - 71	30
24 - 47	20
0 - 23	0

In the event of a job related death, the beneficiary of the employee, as shown on the records of the public employees' retirement system, shall be paid for those sick leave and vacation days for which the employee would have been paid had employment terminated on the date of death. No more than one hundred and fifty (150) such sick leave days may be used in ascertaining the amount of days for which the employee will be compensated at time of termination or retirement.

- L. Conversion to Retirement Credit: In lieu of Subsection L above, a retiring employee may elect to convert his/her sick leave balance to retirement credit in accordance with the provision of the California Public Employees' Retirement System.

ARTICLE III. MILITARY LEAVE

- A. Classified employees obligated to serve periods of active military duty for training shall be compensated by the City at their regular rate of compensation for normal duty hours and days or shifts during such absence from work, up to a maximum of two hundred and forty (240) hours in any calendar year. The number of hours used shall be determined by the employee's regular schedule.
- B. Classified employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty prior to such duty if for regularly scheduled training or within thirty (30) calendar days following the conclusion of duty ordered as the result of an emergency. Such documentation must be submitted through the chain of command to the Human Resources Director.

ARTICLE IV. JURY DUTY LEAVE

- A. Classified employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by City for normal work hours and days or shifts during such absence from work.
- B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.
- C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.

- D. If a worker normally assigned to any shift except days is called to jury duty and ordered to report, the employee's shift shall be changed to days until the jury obligation has been fulfilled. Any day that the employee is released from service having served fewer hours than normally scheduled, the employee shall report to work for the remainder of the shift.

ARTICLE V. DISABILITY LEAVE

Employees may be granted paid disability leave, based on the following circumstances, terms, and conditions. The purpose of providing these programs of paid disability leave is to ensure that employees have reasonable and equitable provisions concerning their job and economic security.

- A. Work related temporary disability. If a classified employee is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence regardless of length of service while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the first calendar day after the injured employee leaves work as a result of the injury.
- B. Following the initial seventy-five (75) days of temporary disability, an eligible employee may supplement their temporary disability payments with available leave balances (i.e., vacation, sick leave) until such balances are exhausted (up to twelve (12) months).
- C. During the time of work related disability, an eligible employee will continue to accrue the normal leave, i.e., vacation, sick leave, until such time as their leave balances have been exhausted (up to twelve (12) months).
- D. During the period of time of work-related disability, City will continue to contribute its share to the employee's health and dental plan until such time as all leave balances are exhausted (up to twelve (12) months).
- E. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed above shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head and Human Resources Director with a copy of the attending physician's report, which shall contain a description of the nature and anticipated duration of the disability, and the employee shall keep the department head and Human Resources Director apprised of the medical condition at intervals prescribed by the Human Resources Director.

ARTICLE VI. LEAVES OF ABSENCE

- A. Department heads may grant a probationary or regular employee leave of absence without pay or benefits related to employment for a period not to exceed one (1) calendar week. Such leaves shall be reported in writing to the Human Resources Director.
- B. Leaves of absence without pay or benefits related to employment for a period not to exceed three (3) consecutive months may be granted to regular employees upon recommendation of

the department head and approval of the Human Resources Director and City Manager. Following the initial three (3) months, the leave of absence may be extended for a maximum of an additional six (6) months if recommended by the department head and Human Resources Director, and approved by the City Manager. However, no such leave shall be granted except upon written request of the employee, setting forth the reason(s), circumstances and length of the requested leave.

- C. Upon expiration of an approved leave of absence, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave of absence to report for work promptly at the expiration of leave, or within a reasonable time after notice to return to duty, shall be cause for dismissal and the employee shall automatically waive all rights under this MOU. The depositing of a first class letter of notification to return to duty in the United States mail, addressed to the employee's last known address, shall constitute reasonable notice.
- D. The granting of any leave of absence without pay or benefits related to employment for any period exceeding one (1) full month shall result in the setting of a new salary anniversary date for the employee. Such date shall be based on the employee's original salary date advanced by the number of calendar days leave in excess of one (1) full pay period.
- E. Temporary Leave With Pay. Notwithstanding the provisions of this Article, upon the recommendation of the Human Resources Director, the City Manager may approve the temporary assignment of an employee to a status of leave with pay, pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.

ARTICLE VII. MATERNITY LEAVE

- A. Continuation of Employment. A pregnant employee may continue employment as long as her health, the health of the unborn fetus, or the employee's ability to adequately perform prescribed job responsibilities would not be adversely affected by continued employment.
- B. Notification. Applicable employees shall notify the department head and Human Resources Director in writing upon notice by their treating physician that such pregnancy exists, including the anticipated date of childbirth or other related medical conditions and their anticipated date of return to full duty. At any time during the pregnancy, the Human Resources Director may require the employee to furnish medical evidence or information to support the employee's medical suitability for continued employment.
- C. Term of Leave. Maternity leave shall be granted only for medical reasons arising out of and in the course of a pregnancy, the subsequent childbirth, or other related medical conditions, as provided below:
 - 1. Sick Leave With Pay. A pregnant employee may take accrued sick leave with pay for reasons of medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave exceed the total of the employee's accumulated but unused sick leave, nor shall paid sick leave be granted beyond the

date the employee is no longer considered medically disabled from normal work activities.

2. Other Paid Leave. A pregnant employee may elect to utilize accrued vacation, compensatory time off, or any other earned form of paid absence from work in lieu of, or in combination with, paid sick leave during the period of pregnancy related leave, the combination of which may not exceed normal full pay.
3. Sick Leave Without Pay. Eligible employees may be granted sick leave without pay pursuant to Section 3.12.070(J) of the Personnel Rules and Regulations.

ARTICLE VIII. VACATION LEAVE

The purpose of vacation leave is to provide eligible employees the opportunity to take paid time off from their job responsibilities in order to maintain a high standard of mental, emotional and physical conditioning.

- A. Eligibility: All regular employees in the classified service shall be entitled to annual vacation leave with pay. Each employee will earn and accrue vacation hours pursuant to the accrual schedule as noted in subsection B. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the City Manager who may approve or disapprove such variances.
- B. Accrual: Each classified employee shall earn and accrue vacation leave based upon eighty (80) hours of paid time each pay period for all employees except 24-hour workers whose accrual is based upon one hundred and twelve (112) hours per pay period with pay as follows. (Employees on a modified schedule work assignment shall accrue vacation leave on a pro-rata basis of hours worked).

Service Category	Biweekly Accrual	Days/Year Equivalent	Max. Hrs. Accrual
New employee to completion of 4th year	3.693 hr.	12 days	240
Start of 5th year to completion of 9th year	4.307 hr.	14 days	280
Start of 10 th year to completion of 14th year	4.923 hr.	16 days	320
Start of 15 th year to completion of 19 th year	5.538 hr.	18 days	360
Start of 20 th year and succeeding years	6.153 hr.	20 days	400

Each full-time classified employee in the Treatment Plants working a twenty-four (24) hour shift shall accrue vacation leave with pay as follows:

Service Category	Biweekly Accrual	Days/Year Equivalent	Max. Hrs. Accrual
1 – 4 years	5.538 hr.	6 shifts (144 hrs)	360
5 - 9 years	6.462 hr.	7 shifts (168 hrs)	420
10 -14 years	7.385 hr.	8 shifts (192 hrs)	480
15 -19 years	8.308 hr.	9 shifts (216 hrs)	540
20 + years	9.231 hr.	10 shifts (240 hrs)	600

1. As noted in Subsection A, new employees shall earn vacation at the biweekly rate shown

above from the hire date. Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year. Part-time employees shall receive a prorated accrual.

2. Except as provided in this Section B, an employee's maximum accrual of vacation hours may not exceed two and a half (2 1/2) the employee's annual accrual rate as specified above and an employee will stop earning and accruing vacation hours while the employee's accrual remains at the maximum allowed under this Section B. One (1) month prior to the employee's anniversary date, the department head shall review the number of hours accrued by the employee.
 3. If the amount exceeds specified limits, the employee shall take the excess number of vacation hours up to a maximum of twenty (20) hours prior to the anniversary date or, if operational necessity will not permit taking such time, the employee may be paid the straight time hourly equivalent. Additionally, the maximum vacation hours an employee may accrue will be extended when an employee's is on disability leave, jury duty, or military leave as provided in these rules. The employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such time up to a maximum of twenty (20) hours or receiving the straight time hourly equivalent in compensation.
- C. Use: Per Section 3.12.060(C) of the Personnel Rules and Regulations, an employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of Subsection B. However, the dates and amount of vacation selected by the employee shall be subject to approval of the department head. Vacation leave shall generally be taken in minimum increments of one (1) full work day/work shift, except that unusual, emergency, necessary and infrequent use of vacation leave may be granted in one (1) hour increments. Employees must request the vacation at least ten (10) work days prior to the desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request and department heads may consider the approval of vacation leave with fewer than ten (10) working days' notice. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the department head's approval.
- D. Holidays Within Vacation Leave: Except for shift personnel in the Water/Wastewater Plants, holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

ARTICLE IX. PERSONAL LEAVE TIME

- A. Effective the first full pay period after City Council approval, each employee who has completed six months of his/her initial employment with the City shall be provided a bank of forty-five (45) hours of Personal Leave Time (PLT). Part-time employees will receive a prorated bank. Thereafter, employees shall be provided a bank of forty-five (45) hours of PLT on the first pay

period of each calendar year. Any employee hired after the first pay period shall be granted a prorated amount at .86538 hours per week for the remainder of the calendar year. For example, if an employee is hired on July 1, the employee shall be granted 22.5 hours of PLT. Part-time employees shall receive a pro-rated bank.

Use of PLT time shall be subject to the following:

1. PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank.

a. Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department.

2. PLT shall have cash value up to a maximum of thirty (30) hours per calendar year and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department. Pursuant to Chapter 3, Article V of this MOU, employees may defer some or all cashed out PLT into the City's deferred compensation plan.

3. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

4. Employees who leave the bargaining unit or terminate employment with the City shall be cashed out at the rate of .86538 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than .86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

B. Effective January 1, 2017, each employee who has completed six months of his/her initial employment with the City shall be provided a bank of forty-five (45) hours of Personal Leave Time (PLT). Part-time employees will receive a prorated bank. Thereafter, employees shall be provided a bank of forty-five (45) hours of PLT on the first pay period of each calendar year. Any employee hired after the first pay period shall be granted a prorated amount at .86538 hours per week for the remainder of the calendar year. For example, if an employee is hired on July 1, the employee shall be granted 22.5 hours of PLT. Part-time employees shall receive a pro-rated bank.

Use of PLT time shall be subject to the following:

1. PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank.

a. Use of PLT shall be subject to the operating needs of the City. The City may deny

an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department.

2. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department. Pursuant to Chapter 3, Article V of this MOU, employees may defer some or all cashed out PLT into the City's deferred compensation plan.

3. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

4. Employees who leave the bargaining unit or terminate employment with the City shall be cashed out at the rate of .86538 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than .86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay

ARTICLE X. CATASTROPHIC LEAVE

Employees may voluntarily donate accrued vacation, compensatory time off (CTO), and/or floating holiday hours for credit to another regular employee who suffers a non-industrial related catastrophic illness, injury or for the extended care of an employee's immediate family member (as defined in Section 3.00.420 of the City of Roseville Personnel Rules and Regulations). Such donations shall be made in accordance with the following:

- A. The recipient employee must be off work for a minimum of thirty (30) consecutive calendar days and must have exhausted all accrued leave (vacation, holiday, sick leave, compensatory time, personal leave time, etc.) prior to receiving donated leave. This waiting period only applies to the first occurrence of any such illness or injury. An employee is not required to be off an additional thirty (30) days for a reoccurrence/exacerbation of an existing condition.
- B. A donor employee may voluntarily donate up to a maximum of forty (40) hours of vacation, compensatory time, and/or floating holiday time in any calendar year. All donations are irrevocable. Donations shall be made in two (2) hour increments. All unused hours shall remain with the recipient employee.
- C. A maximum of sixty (60) days can be donated to any one regular employee in any one (1) calendar year.
- D. A recipient employee shall be eligible for health benefits while on catastrophic leave with donated time for a maximum of sixty (60) days; however a recipient employee shall not accrue vacation or sick leave during this period.
- E. Employee must provide medical certification for care of an immediate family member. The certification must state that the family member is in need of extended care from the employee, as well as an estimated amount of time required to attend to the immediate family member.

Extended care of an immediate family member must be used continuously and not on an intermittent basis. Requests shall be evaluated by the Department Head and the Human Resources Director to determine the amount of catastrophic leave to be requested in each instance. Requests for catastrophic leave for immediate family care will first start with department members before being requested of other city employees.

- F. An employee donating accrued leave or an employee receiving donated leave shall waive all tax liability of the City through the establishment of the catastrophic sick leave program.

CHAPTER 5. MISCELLANEOUS ISSUES

ARTICLE I. AGENCY SHOP/FAIR SHARE

- A. Pursuant to Government Code Section 3502, beginning no later than thirty (30) calendar days after employment all probationary/regular employees in the bargaining unit shall elect one of the following:
1. Become a member of Union and pay dues; or
 2. Pay to Union a fair share fee in an amount to be determined by Union.
- B. It is recognized that Union has a duty to provide fair and equal representation to all employees of the bargaining unit, whether or not they are members of Union.
- C. Union agrees that the City of Roseville shall be held harmless against any liability arising from any claims, demands, or other action related to the City's compliance with the obligations contained in Government Code Section 3502.
- D. Upon receipt of a written statement from a bona fide/recognized religious organization, which has as part of its canons or principles the objection to union support, City shall deduct a charitable contribution to equal the Agency Fee. The employee may select a charity from the Roseville Employees Annual Charitable Hearts (REACH) Campaign. Said charity to be a non-religious, non-labor charitable organization that meets the IRS 501(c)(3) exemption from taxation requirement.

ARTICLE II. DUES DEDUCTIONS

City agrees to deduct from the pay of Union members, and pay to Union, the normal and regular monthly membership dues, and union sponsored insurance premiums (life and long term disability), as voluntarily authorized in writing by the employee on a City approved form, subject to the following conditions:

- A. Such deduction shall be made only upon submission, by a duly authorized representative of Union to the City's Human Resources Director, of the employee signed authorization form which may contain a provision that future increases in membership and insurance rates may be initiated by the Union.
- B. The City shall not be obligated to effectuate new, changed or discontinued deductions until the commencement of the pay period following acceptance of receipt by the City of such notice from the Union. Reporting of such changes in rates shall indicate the member's name, social security number, current dues and/or insurance rates(s), rates(s) proposed by the Union, and the Union's proposed effective date.
- C. Union shall accept responsibility for notifying individual members of any impending change in dues or insurance rates.
- D. Union shall indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any claims, costs, demands suits or liabilities of any nature whatsoever arising out of, or related to, its deduction of dues and insurances for the Union.

ARTICLE III. CAUSES FOR DISCIPLINE

(Refer to Section 3.16.020 of the Personnel Rules)

ARTICLE IV. TYPES OF DISCIPLINE

(Refer to Section 3.16.030 of the Personnel Rules)

ARTICLE V. GRIEVANCES - GENERAL AND PROCEDURES

Any represented employee who wishes to call his or her union business representative regarding employment related matters, may do so on City paid time at his or her own expense, provided such telephone calls do not represent or create any unreasonable disruption of work such as non-routine travel time and distance to use a pay telephone.

- A. Grievances in General. An employee, a group of employees, and or a Local 39 representative may complain to the City management through the grievance procedure in this Article regarding any matter relating to employee wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.

- B. Informal Grievances. An employee, a group of employees, and/or a Local 39 representative with a grievance shall first discuss the matter with the immediate supervisor within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If the matter is not resolved, the employee shall next discuss the matter with the department head within ten (10) calendar days of the supervisor's decision. The department head and the employee shall attempt to informally resolve the dispute. The decision of the department head regarding an informal grievance shall be final unless the employee files a formal grievance.

- C. Formal Grievances.
 - 1. An employee, a group of employees, and/or a Local 39 representative who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager within ten (10) calendar days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance, which the employee wishes the City Manager to consider. The City Manager shall meet with and respond in writing to the employee, group of employees, and his/her Local 39 union representative within ten (10) calendar days of the receipt of the grievance.

 - 2. Except in those cases where the grievance is subject to Administrative Appeal to the Personnel Board pursuant to Roseville Municipal Code, Chapter 3.23, or Chapter 5, Article VI of this Memorandum of Understanding, the decision of the City Manager regarding a formal grievance is final.

ARTICLE VI. GRIEVANCES - MOU INTERPRETATION AND APPLICATION

- A. City agrees to the establishment of a three (3) member Review Board, the composition of which will consist of one (1) member selected by City, one (1) member selected by the Union which

shall not be an employee of City, and one (1) member selected jointly by City and Union from among list(s) of available representatives provided by the State Mediation and Conciliation Service who shall serve as chairperson of the Review Board.

- B. The Review Board shall only be convened to hear evidence in connection with an allegation that some term or condition of a specific provision contained in this Agreement was not interpreted or applied properly, and only after the grieving party has properly exercised the grievance procedures prescribed in this Article VI of this Chapter. Members of the Review Board shall not have the authority to change, delete, add, or in any way modify any word, term or phrase contained in this Agreement, but shall be limited to interpretation of existing language only.
- C. An employee or group of employees or Local 39 representative who have been aggrieved by the interpretation and application of any provision of this Agreement, and who have not had such grievance adjusted satisfactorily following the decision of the City Manager, shall file a written request with the Human Resources Director within ten (10) calendar days after the City Manager's decision to have the matter heard by the Review Board. At the time of filing such a written request, the grieving party shall additionally supply the Human Resources Director with copies of any other documents pertaining to the grievance or alleged infraction, which shall be referred to the Review Board in advance of a hearing date. If requested by the grieving party, the Human Resources Director shall supply the grieving party with a copy of any package provided the Review Board in advance of a hearing date.
- D. The Review Board shall be conducted informally and shall interview persons the board deems appropriate in order to ascertain sufficient facts upon which to base its recommendation. Within ten (10) calendar days after the board has interviewed its last witness, the board shall submit to the City Manager, with a copy to the Union, a written statement of the facts of the matter based upon evidence provided, conclusions, and recommendations. Such written facts, conclusions, and recommendations shall reflect the opinions of the majority of Review Board members. Recommendations made by Review Boards shall be advisory only, and shall not bind the City in any manner to its decision.

ARTICLE VII. NO STRIKES/CONCERTED ACTIONS

For the effective period of this Agreement, Union and its members agree that it shall not call, sanction, or engage in any strike, slowdown, suspension, or stoppage of work activity, and City agrees it shall not engage in nor cause a work lockout.

ARTICLE VIII. EDUCATIONAL TRAINING

Employees interested in professional training shall submit written requests through their immediate supervisor. The supervisor shall review such requests with recommendations to the department head. The department head shall make a determination as to whether the training is necessary and/or job related. Funding for the training shall be from available funds within the budget, or if necessary, through approved budget adjustments. Training which is denied under this section may be submitted under Article X Educational Reimbursement.

ARTICLE IX. TRAINING, LICENSES AND CERTIFICATES

City will pay or reimburse employees for all special training, licenses and certificates, including renewals that employees are required to maintain as a condition of continued employment so long as the employee successfully completes all phases of the training, license and certification including passing required examinations.

- A. Training will be scheduled during employee's normal workday, if possible.
- B. When mandatory training cannot be scheduled during employee's normal work day/hours, the employee's schedule will be temporarily changed to conform to the scheduled training for the shift immediately prior to the training. This is not considered a shift change for purposes of notification.
- C. City will provide necessary equipment and/or tools necessary for training and/or testing.

ARTICLE X. EDUCATIONAL REIMBURSEMENT

Employees may be reimbursed for the tuition and fees connected with job-related educational courses and/or professional certification classes, including courses offered through adult education programs up to \$1,500 per fiscal year. Books and CD's required for the actual class are not entitled to reimbursement. The employee will submit the request for reimbursement to the supervisor, who will accept or reject the request. The request must be made before the class has been completed. All requests for educational reimbursement shall be forwarded to the Human Resources Director regardless of approval or denial. The Human Resources Director will make the final decision to accept or reject the request. No payment will be made until the final proof of passing grade or course completion is submitted to the Human Resources Director. The City will establish an annual fund of \$15,000 for Local 39 employees to be administered by the Human Resources Department for educational reimbursement. An employee will only be reimbursed one time per class. Educational reimbursement requests shall be submitted to the Human Resources department by 5:00 p.m. on June 30th of each year. If valid requests for education reimbursements exceed the \$15,000 fund, then a random drawing by the Human Resources Director will be held to determine which requests are honored. Once the fund balance is depleted, no further reimbursements will be approved.

ARTICLE XI. ORIENTATION

City shall, during orientation of new or transferred employees, provide to each new unit member a copy of this MOU, a Local 39 new hire package and a list (provided by Local 39 of Local 39 officers and representatives) for future contact.

ARTICLE XII. PROBATIONARY PERIODS

Union agrees that the classifications listed in Appendix "X" are subject to a twelve (12) month probationary period of employment. Employees hired at step A of the salary range may be eligible for a merit step increase after six (6) months of employment.

Classified employees who are terminated during their probationary period shall receive compensation for accrued and unused vacation.

ARTICLE XIII. PROMOTIONS

Any employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new higher range, which is at least a ten percent (10%) increase over the employee's current salary step. In the event that the top step in the new range is less than ten percent (10%) the employee will then be assigned to the top step on the new salary range.

ARTICLE XIV. LEAVE DURING NOTICE PERIOD

Employees who have given two (2) weeks or more notice to retire may take vacation or sick leave during their notice period if the leave is approved and is in accordance with City rules and regulations.

ARTICLE XV. ALCOHOL AND DRUG POLICY

City and Union agree to continue to enforce the Alcohol and Drug Abuse Policy, Administrative Regulation 2.08

ARTICLE XVI. SAFETY GLASSES

City agrees to provide safety glasses in compliance with Administrative Regulation 2.02.

ARTICLE XVII. HEALTH AND SAFETY

City shall pay for and offer paid time off for hepatitis inoculations for personnel in job classifications who have occupational exposure. The Human Resources Department will maintain a list of eligible classifications.

ARTICLE XVIII. JOB SHARING

- A. Job sharing shall be open to only current permanent employees of the City of Roseville. The employee(s) must voluntarily request job sharing and institute the request. Arrangements for two (2) employees shall also be made by the employee(s).
- B. Certain department positions lend themselves to job sharing; a department head shall have the ability to deny any request, without appeal of "job sharing."
- C. All job sharing shall require prior approval of the Human Resources Director and the City Manager.
- D. Employee(s) who job share will share salary and benefits with no cost to City.
- E. Each sharer will work full time to cover for the other sharer's sick leave (when possible) and vacation time up to a maximum specified in the "job sharing agreement" below.
- F. A "job sharing agreement" between City and the two (2) employees shall be drawn which will address conditions of the job share including but not limited to the work schedule, holiday schedule, and the number of days/hours each sharer will be responsible to cover for the other sharer's sick leave and vacation time.

- G. At any time one of the "sharers" terminates the job share, the other share will assume full-time responsibilities until a "sharer" is obtained. The full time responsibility is that of the remaining employee. The sharing position will remain full-time and the department will not be required to accommodate the other employee.
- H. A department head may terminate a job share at any time for department efficiency. This will be accomplished in accordance with Personnel Rules 3.07.120; Layoff.

ARTICLE XIX. HEALTH MAINTENANCE PHYSICALS

When, in the opinion of the City Manager, Human Resources Director, or department head, it would be in the best interest of City or a specific function of City service to evaluate the medical or psychological condition of any candidate or employee, the Human Resources Director may schedule such employee(s) for an examination with a physician, or other appropriate licensed health professional, selected by City and at City expense. The results of such examination shall be available to the Human Resources Director, City Manager, and the department head as may be appropriate in the same manner as new employee examinations. Each employee is independently responsible for compliance with the advice and suggestions made by the physician/licensed health professional as a result of such examination. All care, treatment, or other requirements recommended by the physician/licensed health professional shall be at the expense of the employee. City shall receive from the City-selected physician/licensed health professional a notice of examination completion, whether or not further treatment or specialized diagnosis is required, and a certification that the employee is able to continue job performance. In the event an employee is certified by the City physician/licensed health professional as unable to continue performance of the duties assigned to the position, that employee shall not return to the active service until such time as the employee is determined by the City physician/licensed health professional to be permanently able to continue job performance.

ARTICLE XX. BULLETIN BOARDS

City will allow Union approximately two (2) feet of bulletin board space and access to the electronic notice board section of City's electronic mail system to post Union-related information for the members of the unit. Posted material will be nonpolitical in nature and will serve as an information center for Union members. This information will be limited to benefits and current Union issues which will in no way comment on City policies, procedures and activities. It will be Union's responsibility to keep its bulletin board space in an orderly fashion. All electronic messages require the Human Resources Director's review and authorization prior to distribution. City reserves the right to remove any material that is offensive, derogatory or violates this provision. The bulletin board space will be provided in City locations where Union employees have access to the material.

ARTICLE XXI. CITY MANAGEMENT RIGHTS

Pursuant to Section 3.17.030 of the City's Personnel Rules, the following shall constitute City's management rights:

- A. To ensure that City is able to carry out its statutory functions and responsibilities, nothing contained in this Article shall be construed to require City to negotiate on matters which are solely a function of management, including the following:

1. To manage City generally and to determine the issues of policy.
2. To determine the existence of facts which are the basis of management decisions.
3. To determine the necessity for and organization of any service or activity conducted by City, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.
8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of City, except where such contracts for service would be for the purpose of workforce reductions.
9. To assign work to and schedule employees in accordance with requirements as determined by City, and to establish and change work schedules and assignments upon reasonable notice and good faith consultation.
10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
11. To establish and modify productivity and performance programs and standards.
12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
14. To hire, transfer, promote, and demote employees for non-disciplinary reasons.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

17. To maintain order and efficiency in City facilities and operations.
 18. To establish, publish, and/or modify rules and regulations to maintain order and safety health in City, which are not in contravention with this Agreement or the Personnel Rules and Regulations.
 19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in this Agreement or the Personnel Rules and Regulations.
 20. To take any and all necessary action to carry out the mission of City in emergencies.
- B. No neutral third party, including the Personnel Board, shall have the authority to add, delete or otherwise modify any provision of these employer rights, authorities, or functions, but shall be limited to matters of interpretation only.
- C. The management rights shall not remove or limit the right of any classified employee to exercise grievance procedures.

ARTICLE XXII. PAYROLL ERRORS

- A. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to employee.
- B. In the event an employee received an overpayment or underpayment of wages, the employee may select one of the following methods:
1. Lump sum payment by employee or employer;
 2. One-time deduction from usable vacation, compensatory time off (CTO), or holiday leave balances equivalent to the overpayment at the employee's current hourly rate;
 3. A repayment schedule through payroll adjustment; and/or
 4. Other means, as may be mutually agreed to between the parties.
- C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the City pay period two (2) years prior to the date that either City or the employee gives written notice to the other that a payment error has occurred.

ARTICLE XXIII. PERFORMANCE EVALUATIONS

Upon request of Local 39, the City agrees to provide Local 39 with an annual report identifying the step increase effective dates for Local 39 represented employees.

ARTICLE XXIV. REMOTE E-MAIL ACCESS

Employees will be allowed to enter into a remote email access agreement with the City of Roseville as described in Administrative Regulation 1.04.2. Local 39 understands that this voluntary policy is being adopted for employee convenience and no compensation will be provided to employees as a result of their incidental access to the City's email system.

EXECUTION

The provisions cited above represent agreements made in conjunction with a negotiated settlement between the City of Roseville and the International Union of Operating Engineers, Stationary Engineers, Local No. 39, and such provisions shall be contained in a current Memorandum of Understanding signed by duly authorized representatives of the City and Stationary Engineers, Local No. 39. Such provisions shall be valid for the period February 3, 2016 through December 31, 2018 as agreed to by the employer-employee representatives whose signatures appear on the attached page on behalf of their respective representation. Both parties understand that all other terms and conditions of employment will remain the same during the length of this Agreement.

CITY OF ROSEVILLE

INTERNATIONAL UNION OF
OPERATING
ENGINEERS, LOCAL 39

ROB JENSEN, City Manager

JERRY KALMAR, Business Manager

TIMOTHY DAVIS, Chief Negotiator

TONY DEMARCO, President

KRISTI CORRAL, Team Member

CHARLIE SOLT, Chief Negotiator

JERRY DANKBAR, Team Member

RHONDA BARSOTTI, Team Member

TARA GEE, Team Member

RUTH LACY, Team Member

LINDA HAMPTON, Team Member

RICK LEAL, Team Member

DEVIN WHITTINGTON, Team Member

APPENDIX "B"

Take Home Vehicles
Distance Map

