Master Memorandum of Understanding

International Brotherhood of Electrical Workers

CITY OF ROSEVILLE CALIFORNIA

Term of Agreement:
October 19, 2013 - December 31, 2015

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MASTER MEMORANDUM OF UNDERSTANDING

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU), also referred to as the Agreement, relates to issues within the scope of representation existing between the CITY OF ROSEVILLE, CALIFORNIA, (hereinafter referred to as "CITY"), and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #1245 (hereinafter referred to as "UNION "), and those employees occupying the classes listed in Appendix "A" and “A2”, attached hereto.

ARTICLE II. RECOGNITION

Pursuant to the Meyers-Milias-Brown Act, the City recognizes the International Brotherhood of Electrical Workers, Local #1245 as the exclusive representative for all employees in the bargaining unit as provided by Chapter 3.17 of the City’s Personnel Rules.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding 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 as specified herein.

ARTICLE IV. CITY COUNCIL APPROVAL

It is the mutual understanding of the parties hereto that this Memorandum of Understanding is of no force or effect in regard to matters within the authority of the City Council until such matters are submitted to, and accepted by, the City Council.

ARTICLE V. CONTINUATION OF BENEFITS

Except as otherwise provided herein, this Memorandum of Understanding does not modify existing benefits contained in the current salary ordinance and other compensation benefits or in the Personnel Ordinance (Municipal Code Title 3 also referred to as Personnel Rules). Such benefits as remain unmodified shall continue in full force and effect throughout the term of this Understanding.

ARTICLE VI. SEVERABILITY OF AGREEMENT

This MOU is severable. Should any article, section, or portion thereof of this Agreement be held unlawful and 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 Agreement shall not be affected thereby.

CHAPTER 2. COMPENSATION

ARTICLE I. SALARIES

A. **SALARY**

1. Effective the first pay period after ratification of this MOU by the City Council, all employees shall receive a onetime payment of $500. This onetime payment shall be contingent on IBEW's ratification of this MOU by October 1, 2013.

2. Effective the first full pay period after July 1, 2014, all employees shall receive a 1.5% salary increase.

3. Effective the first full pay period after January 1, 2015, all employees shall receive a 1.5% salary increase.

B. **REGISTRATION AND CERTIFICATION PAY**

1. A five percent (5%) differential will be paid to employees in the classifications of Assistant Power Engineer and Power Engineer who possess a California Professional Engineer Certificate (PE).

2. Employees in the classifications of Electric System Dispatcher and Senior Electric System Dispatcher who possess a NERC certificate as of July 20, 2011 will have the ability to earn three percent (3%) certification pay for maintaining their certification.

3. Management staff will designate a maximum of five Electric and three Environmental Utilities maintenance staff to obtain and maintain a crane certification. The designated employees will be compensated at a rate of 2.5% higher than their existing pay range.

4. Represented employees in the Environmental Utilities Department will have the ability to earn a maximum of 4% in certification pay. Management staff in the Environmental Utilities Department will designate a maximum of six staff from Water Distribution and a maximum six staff from Wastewater Collection to maintain their Class A driver's license and operate Class A vehicles/equipment as needed. Once certified, the designated employees will be compensated at a rate of 2.5% higher than their existing pay range. Employees also have the opportunity to earn certification pay in the following areas:

	Water Distribution	%	Wastewater Collection	%
Senior	Cross Connection Control Specialist	1%	CWEA Grade 3 or Grade 4 (cumulative)	1%
	Backflow Tester Certification	1%	Collection System Maintenance	1%
	Distribution Operator Grade 4 or Grade 5 (DPH)(cumulative)	1%	Environmental Compliance Inspection	1%
	Treatment Operator Grade 1, 2, 3, 4, or 5 (DPH) (non cumulative)	1%	Crane Certification (max six staff in series to be appointed by EU management staff)	2.5%
	Crane Certification (max six staff in series to be appointed by EU management staff)	2.5%		

Worker II	Cross Connection Control Specialist Backflow Tester Certification Conservation Certification Distribution Operator, Grade 3, 4 or 5 (DPH) (cumulative) Treatment Operator Grade 1, 2, 3, 4, or 5 (non cumulative) Crane Certification (max six staff in series to be appointed by EU management staff)	1% 1% 1% 1% 1% 2.5%	CWEA Grade 2, Grade 3 or Grade 4 (cumulative) Collection System Maintenance Environmental Compliance Inspection Crane Certification (max six staff in series to be appointed by EU management staff)	1% 1% 1% 2.5%

	Water Efficiency	**%**
Water Conservation Worker II	Water Use Efficiency Practitioner Grade 1, 2, 3 (AWWA) (cumulative) Distribution Operator Grade 2 (DPH)	1% 1%
Water Conservation Worker I	Water Use Efficiency Practitioner Grade 1, 2 (AWWA) (non-cumulative) Distribution Operator Grade 1,2 (DPH) (non-cumulative) Certified Landscape Irrigation Auditor (CLIA)	1% 1% 1%
Water Conservation Specialist	Water Use Efficiency Practitioner Grade 2, 3 (AWWA) (cumulative) Distribution Operator Grade 2 (DPH)	1% 1%

C. SPANISH SPEAKING PAY DIFFERENTIAL

The 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).

D. FUTURE SALARY INCREASES

The parties agree to continue to meet during the term of the MOU to determine revenue increase thresholds that would lead to future salary increases.

ARTICLE II. OVERTIME

Pursuant to Section 3.11.070 of the City's Personnel Rules the following section shall govern overtime provisions of this Agreement:

A. Overtime work may be required of any employees in order to meet special or unusual needs of service beneficial to the City and community. Overtime is defined as the number of hours worked in excess, and as an extension, of the normal schedule of work hours as illustrated below:

	EMPLOYEE WORK SCHEDULE	OVERTIME
1.	Eight hours per day, five days per week (5/8 Plan)	Over eight hours per day and forty hours per week
2.	Ten hours per day, four days per week (4/10 Plan)	Over ten hours per day and forty hours per week
3.	A flex-time schedule approved by the City Manager	Over the prescribed number of hours per day in writing.

For purposes of this section, holidays, sick leave, vacation, CTO and floating holidays are time worked for purposes of computing overtime. The following leave hours are not to be considered to be hours worked for purposes of computing overtime: Workers' Compensation, leave without pay requested by the employee, suspension or disciplinary action and a short work week worked by a new employee.

No employee shall be required to work overtime during any scheduled workweek in which the employee is on an unpaid status as a result of disciplinary action.

B. Incidental overtime, defined here as less than fifteen minutes nonrecurring extension of the workday/shift, is not compensable in any form.

C. Overtime shall be compensable in increments of thirty minutes.

D. Overtime shall be compensable at the rate of one and one-half the employee's base hourly rate except as noted in Subsection F or G of this section.

E. 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.

F. Emergency Overtime. Regular employees in the Department shall be compensated at double the employee's normal hourly rate when working 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.

G. An employee shall be compensated at double the employee's normal hourly rate when called to work on a scheduled holiday in an emergency capacity. Prescheduled holiday work shall be compensated in accordance with Subsection D.

H. An employee responding to an overtime call for assistance from an outside agency (Mutual Aid Agreement) shall be compensated at the going overtime rate (i.e. 1.5 x, 2 x hourly rate, etc) for the agency being assisted up to the Mutual Aid Agreement’s reimbursed amount. The compensation for overtime will not be less than the City’s current MOU allows.

ARTICLE III. CALL BACK

A. All callbacks shall be for a minimum of two (2) hours and will be compensated in accordance with ARTICLE II OVERTIME. Subsequent calls that occur during a two-hour callback and extend past the original two-hour call shall be compensated for actual time worked.

B. When the two hours of a call back overlap a regularly scheduled shift the employee will be compensated at the overtime rate up to the start of his/her regularly scheduled work shift.

C. If an employee's work shift has not ended and the employee must respond to a call requiring immediate action that extends beyond the end of the employee's shift, it is considered a continuation of the shift and is subject to pay based on the actual time. If the employee's shift has ended and the employee has to return to work to address a call requiring immediate action, the employee is entitled to a two (2) hour minimum period of overtime at the appropriate rate.

D. Standby Employees, as defined on Chapter 2, Article VI, will receive one half (1/2) hour compensation at the appropriate rate of pay when needed assistance can be appropriately handled over the phone and the employee is not required to physically respond to work.

E. Non-Standby employees will receive one (1) hour compensation at the appropriate rate of pay when needed assistance can be appropriately handled over the phone and the employee is not required to physically respond to work.

ARTICLE IV. SERVICE TERM BONUS

A. The City agrees to provide the following service term bonus for employees hired prior May 5, 2012:

SERVICE TERM	ANNUAL BONUS AMOUNT
Beginning of the 10th year and every year thereafter	2.5% of base salary
Beginning of the 15th year and every year thereafter	2.5% of base salary

B. These changes are effective prospectively and beginning the first pay period after approval of this MOU by the City Council.

C. Such service term bonus shall be included in each eligible employee's bi-weekly payroll.

D. Employees hired after May 5, 2012 will not be eligible for the service term bonus.

ARTICLE V. PROMOTION

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 10% increase over the employee's current salary step. In the event that the top step in the new range is less than 10% the employee will then be assigned to the top step on the new salary range.

ARTICLE VI. STANDBY

The City agrees to the following standby provision concerning represented employees. The number of available employees assigned to serve the standby needs of the department determines the application of provision 1 or 2 below.

A. 1. Employees assigned standby duty for less than 10 weeks/10 rotations per year (January through December) shall be compensated per the following schedule:

Workday Standby	1 hour straight time rate per day
Non-workday Standby	1.5 hours straight time rate per day
Weekly Standby	8 hours straight time rate per week

2. Employees assigned standby duty for 10 weeks/10 rotations or more per year (January through December) shall be compensated per the following schedule:

Workday Standby	1 hour straight time rate per day
Non-workday Standby	3 hours straight time rate per day
Weekly Standby	11 hours straight time rate per week

B. Voluntary standby shifts above and beyond assigned standby will not qualify employees for the higher rate of standby compensation.

C. Employees will be provided a cell phone when assigned to standby.

D. The department shall make standby assignments voluntary whenever practical.

E. The City reserves the right to schedule standby as needed.

F. Such payment shall be in addition to the overtime payments, which may be payable for call backs, pursuant to City Personnel Rules and Regulations. An employee on standby may be authorized to take a City vehicle home, provided the employee lives within the area bounded by heavy black lines on the attached map (Appendix "X").

ARTICLE VII. WORKING OUT OF 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. In the event that an employee is required to work in the higher class due to a call back, the employee shall receive out of class pay on an hour for hour basis with no minimum amount of time required to serve in the higher class.

C. 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.

D. 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 actual number of hours 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 5%, the employee will be compensated at the top step in the higher class.

   EXCEPTION: Employees assigned as a line crew supervisor, senior water distribution worker or senior wastewater utility maintenance worker classification shall be compensated ten percent (10%) more than the employee's current salary rate in the lower class.

2. For employees assigned to management classifications the compensation shall be ten percent (10%) more than the employee's current salary rate in the lower class. In the event that the top step in the higher range is less than 10%, the employee will be compensated at the top step in the higher class.

E. Work periods in higher class assignments shall not apply toward seniority or time-in-class considerations for promotional or layoff purposes as regards the higher class.

CHAPTER 3. LEAVES

ARTICLE I. 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 permanent employees in the classified service who have completed an initial six (6) months of uninterrupted employment shall be entitled to annual vacation leave with pay. Upon completion of six (6) months of employment, each employee may be granted accrued vacation hours for such full time equivalent of one (1) year of service. 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 permanent classified employee shall accrue vacation leave with pay as follows:

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 10th year to completion of 14th year	4.923 hr.	16 days	320
Start of 15th year to completion of 19th year	5.538 hr.	18 days	360
Start of 20th year and succeeding years	6.153 hr.	20 days	400

1. As noted in Subsection A, new employees shall earn vacation at the bi-weekly rate shown above from the hire date but shall not be credited with such accumulated hours until completion of six (6) months service. 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.

2. Maximum accrual of vacation hours may not exceed two and a half (2 1/2) the employee's annual accrual rate as specified above. 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, when excess vacation accrues during an employee's 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.

4. If any employee has accrued vacation beyond the maximum limit under circumstances other than the above, the employee will forfeit such time in excess of the limit.

C. Use: Per Section 3.12.060(C), 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) workdays 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: Holidays that 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 II. HOLIDAYS

Pursuant to Section 3.12.140 of the City's Personnel Rules, the following shall constitute the City's practice regarding holidays:

A. The following holidays shall be observed by the City with respect to all employees. City offices shall be closed on these days except as otherwise provided herein.

1. January 1 (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 4 (Independence Day).
6. The first Monday in September (Labor Day).
7. The second Monday in October (Columbus Day).
8. November 11 (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 25 (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 prior service (pro-rated for modified schedule employee). The employee and the employee's supervisor shall jointly determine a convenient date. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent

amount of pay for the holidays taken in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

B. The following non-reoccurring 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 1, July 4, November 11, or December 25 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.

ARTICLE III. SICK LEAVE

Refer to Section 3.12.070, Personnel Rules.

ARTICLE IV. CATASTROPHIC LEAVE

Employees may voluntarily donate accrued vacation, compensatory time off (CTO), and/or floating holiday hours for credit to another permanent 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 3.12.070.A.4 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 days and must have exhausted all accrued leave (vacation, holiday, sick leave, compensatory 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 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 four (4) hour increments. All unused hours shall remain with the recipient employee.

C. A maximum of sixty (60) days can be donated to any one permanent employee in any one 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 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.

ARTICLE V. DISABILITY LEAVE

Pursuant to Section 3.12.100 of the City's Personnel Rules, the following shall constitute the City's practice regarding 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 insure that permanent employees have reasonable and equitable provisions concerning their job and economic security.

Work Related Temporary Disability:

A. If a permanent 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, regardless of length of service, to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the third (3rd) calendar day after the injured employee leaves work as a result of the injury. However, if the disability necessitates hospitalization or the disability continues more than three days, the aforesaid seventy-five (75) day leave of absence shall commence from the first day the injured employee leaves work or is hospitalized as a result of the injury. Employees injured on the job who are absent from work due to such disability for less than three days may utilize accrued sick leave during such absence.

B. Following the initial seventy-five (75) day period of temporary disability, an eligible employee may elect to receive either workers' compensation disability payments, or full salary by supplementing their workers' compensation disability payment by use of accrued vacation, compensatory time off (CTO), or sick leave on a one-half (1/2) hour sick leave for one (1) hour pay basis. Upon utilization of all accrued leave credits, the employee injured in the performance of assigned duties and who is entitled to compensation under the Workers' Compensation Insurance Act shall be continued on the rolls of the City without pay until workers' compensation is discontinued, or the employee reaches a permanent and stationary status, provided that the disability was not the result of the employee's willful violation of safety rules or negligent behavior.

ARTICLE VI. MILITARY LEAVE

A. Classified employees obligated to serve involuntary periods of active military duty shall be compensated for normal work hours and days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year.

B. Employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty within ten (10) calendar days prior to such military duty. Such documentation must be submitted through the department head to the Human Resources Director.

ARTICLE VII. 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 the 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.

ARTICLE VIII. COMPENSATORY TIME

Compensatory time shall be governed as follows:

A. An employee may use up to eighty (80) hours per calendar year of accrued compensatory time on conditions the same as those for the use of vacation. Approval by the employee's superintendent or first-line manager is sufficient for use.

B. Superintendents and first-line managers will grant an employee, at the employee's request, accrual of overtime as compensatory time, until a balance of eighty (80) hours has accrued. Once a balance of eighty (80) hours has accrued, the employee will be granted additional accrual at the employee's request up to half of overtime worked in the pay period, until the accrual limit of two hundred and forty (240) hours is reached. Any overtime not accrued as compensatory time will be paid at the employee's overtime rate of pay.

C. The eighty (80) hour figures above for use and accrual may be further relaxed by the Department Director, as appropriate.

D. Employee requests to use CTO will either be (1) granted within a reasonable time period or (2) at employee option, be paid off if use of CTO hours cannot be accommodated by the department.

E. The use of CTO must be a mutual agreement between the employee and the City.

ARTICLE IX. PERSONAL LEAVE TIME

Effective the first pay period of January 2014, each full-time employee who has completed his/her initial probationary period with the City shall be provided a bank of eighty (80) hours of Personal Leave Time (PLT). Thereafter, employees shall be provided a bank of 80 hours of PLT on the first pay period of each calendar year. Part-time employees shall receive a pro-rated bank.

Use of PLT time shall be subject to the following:

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

   1. 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.

B. 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 5, Article II, item A of this memorandum of understanding, employees may defer some or all cashed out PLT into the City's deferred compensation plan.

C. 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.

D. Employees who terminate employment with the City or leave the bargaining unit shall be cashed out at the rate of 1.5385 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than 1.5385 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. For example, if an employee terminates employment on March 31, , the employee shall receive payment for thirteen (13) weeks of PLT, or 20.0005 hours of PLT time. Part-time employees will receive a pro-rated cash out of their bank.

E. Any employee hired after the 1st of the year shall be granted a prorated amount at 1.5385 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 40 hours of PLT.

CHAPTER 4. INSURANCE BENEFITS

ARTICLE I. MEDICAL AND DENTAL BENEFITS

A. Eligibility

Any regular 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 the IBEW bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, 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 hours per week will receive 50% of the full-time contribution; employees working thirty hours per week will receive 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 ratification of 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 and 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, long-term disability insurance (LTD) and vision insurance.

2. Effective the first of the month after ratification by the City Council or as soon as administratively possible, 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 $1,200.00 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the agreement. Effective December 1, 2013, this amount shall be increased to $1,224. Effective January 1, 2014, this amount shall be increased to $1,248. Effective December 1, 2015, this amount shall be increased to $1,272.

3. Effective the first of the month after ratification by the City Council or as soon as administratively possible, the City agrees to provide a flex plan credit of $168.00 per month to be used by active employees for any benefit covered under the Cafeteria Plan.

4. Employees who elect not to participate in any of the medical, dental, LTD, and vision 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, and vision insurance benefits for the employee and any eligible dependents.

D. The City agrees to continue its existing Section 125 plan. The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.

E. The 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 cleanings per year (except for periodontal patients who will continue to have four cleanings). Open enrollment will best described in the evidence of coverage document, but may be changed at the City's discretion in order to better manage the dental benefit.

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.

G. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

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 ratification by the City Council or as soon as administratively possible , the City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees under the Public Employees Medical and Hospital Care Act (PEMHCA).

1. 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, 2004 (Tier 1)

Employees hired prior to January 1, 2004 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2004, i.e. an employee that retires from the City of Roseville and is eligible for PERS 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. (See benefit level Chapter 4, Article IC, Cafeteria Plan, subsection 2.

C. For Employees Hired on or after January 1, 2004 and prior to the first of the month after ratification by the City Council or as soon as administratively possible (Tier 2).

Employees hired on or after January 1, 2004 and prior to the first of the month following ratification by the City Council or as soon as administratively possible, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of PERS-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 PERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

Total Credited Years of Service	% of City Contribution per current PERS Resolution for IBEW
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 PERS-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 postretirement 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 PERS-credited service.

The vesting requirements for post-retirement health benefits will become effective January 1, 2004. Employees hired on or after January 1, 2004 shall be subject to the above post-retirement vesting schedule for health benefits (see benefit level Chapter 4, Article IC, Cafeteria Plan, subsection 2).

D. If City withdraws from the PEHMCA program through the life of this contract, employees hired after January 1, 2004 must have five years of continuous service with the City of Roseville before becoming eligible for City-paid retiree health insurance.

Employees under this scenario will be subject to the following schedule:

Total Credited Years of Service	% of City Contribution
5	25
6	30
7	35
8	40
9	45

10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

E. For employees hired on or after the first of the month after City Council ratification or as soon as administratively possible (Tier 3).

1. Employees hired on or after the first of the month after City Council ratification, no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute 1% of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional 1.0% per pay period per year annually, up to a maximum of 5% per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.

2. After five 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 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 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. LONG TERM DISABILITY

A. The City agrees to provide a Long Term Disability Program with a waiting period of sixty (60) calendar days; whereupon an eligible employee shall be entitled to receive up to sixty percent (60%) of their gross monthly salary (a minimum of $100) until age 67 in accordance with the LTD plan.

B. After own occupation disability benefits have been payable for 36 months, employee is disabled if the injury or sickness makes him/her unable to perform all the material duties of any occupation for which he/she may reasonably become qualified based on education, training or experience.

C. Other details of the City's LTD Plan are described in the plan booklet. The City reserves the right to select any LTD carrier.

D. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and the Department of Insurance requirement, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

E. After five (5) years as a permanent employee of the City, the City agrees to pay 100% of the premium for the LTD plan.

F. A program of voluntary group Supplemental LTD is available to those employees assigned to the classifications in Appendix "A". and "A2". The City does not guarantee any minimum level of benefit provided to any Supplemental LTD program. The City reserves the right to select the insurance provider. The employee accepts sole responsibility for payment of any and all costs under this program. All premiums will be collected via payroll deduction.

ARTICLE IV. LIFE INSURANCE

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

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

ARTICLE V. EMPLOYEE ASSISTANCE PROGRAM

A. The City agrees to provide an Employee Assistance Program (EAP) for employees that includes up to six (6) visits a calendar year for each employee and each dependent family member and spouse.

B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.

CHAPTER 5. RETIREMENT.

ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

A. Retirement System: The City agrees to provide and maintain membership in the Public Employees' Retirement System (PERS) for the benefit of eligible employees based on the following PERS contract provisions:

1. Miscellaneous Members: In accordance with Section 21251.132 of the Public Employees Retirement System contract options the City agrees to continue the P.E.R.S. 2.7% @ 55 formula based on single highest year compensation 3rd level 1959 Survivor's Benefit and sick leave conversion provisions.

2. The City agrees to continue to make a monthly contribution for health coverage on behalf of retirees up to the maximum amount available to current IBEW employees.

3. Effective July 20, 2011, the City shall discontinue the PERS EPMC benefit of paying and reporting the value of Employer Paid Member Contributions to PERS in accordance with Government Code Section 20636(c) pursuant to Section 20691. Effective the first pay period after approval of the MOU, as permitted by PERS the City agrees to report a total of 6.197% of the 8% employee contribution as part of the employer's contribution, with the remaining 1.803% reported as the employee's portion of PERS.

4. The City agrees to continue the Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit for miscellaneous groups.

ARTICLE II. DEFERRED COMPENSATION

A. The City agrees to maintain a deferred compensation plan, the choice of which shall be at the sole discretion of the City, wherein City employees can defer a portion of their earnings from State and Federal Income Tax as provided by applicable laws.

B. The City agrees to contribute one hundred dollars ($100) monthly into all employees deferred compensation plan. *Employees may choose to contribute this allocation toward their health and welfare package. The election to place the contribution into their health and welfare package or deferred compensation must be made during a health open enrollment period.

C. The City agrees to contribute three percent (3%) of the employee's base wages into the deferred compensation plan as a replacement benefit to the City's withdrawal from the Social Security System for employees who have completed five (5) continuous years of permanent employment with the City of Roseville

CHAPTER 6. HOURS, SCHEDULES, MEALS

ARTICLE I. GENERAL HOURS OF WORK

A. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein. The Department Head or his/her designated authority may waive these provisions in emergency situations as determined.

B. Except for part-time employees, eight (8) hours shall constitute a day's work. Five (5) days of eight (8) hours or forty (40) hours shall constitute a workweek for all employees. Employees will be subject to call twenty-four (24) hours per day and shall respond to such calls unless unable to perform required work.

C. All full-time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. In case of emergency, and if the position must be continuously filled, an employee may be required by the employing officer, with the approval of the Human Resources Director, to work on weekly days off.

D. The appointing authority of each department shall draw up a schedule of days off for all full-time monthly employees under the department's jurisdiction.

E. Change of Schedule: Any employee involved in a mandatory 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.

F. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours, performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.

G. Troubleshooters will be assigned a rotational work schedule to include Saturdays and Sundays.

H. For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday.

I. The City and IBEW agree that the Electric Utility Director and/or his designee will meet with IBEW's principals for purposes of discussing potential changes in shift schedules.

ARTICLE II. INCLEMENT WEATHER SCHEDULE

A. The City agrees that regular or probationary employees who are unable to work in the field because of inclement weather will receive pay for the full day, provided they have reported for duty. During such day they may be held pending emergency calls, may be given first aid, safety or other instruction or they may be assigned to perform miscellaneous duties in sheltered locations.

B. Temporary personnel who have reported to work but are unable to work in the field because of inclement weather will be paid only for the time they work or are held by the City, except, however, that they will be paid for not less than two (2) hours.

C. The Utility Director, or a delegated subordinate, will be responsible for determining if weather conditions warrant commencement or cessation of outside work in inclement weather. In arriving at a decision with respect to weather conditions, the Utility Director or delegated subordinate shall take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) distance from job site to operating headquarters.

ARTICLE III. REST PERIODS

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 IV. SPECIAL DUTY ASSIGNMENTS

Refer to Administrative Regulation on Special Duty for the current policy on Special Duty Assignments.

When an employee is assigned a special 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 or is assigned to the employee's regularly assigned department. If an employee is assigned to a special duty assignment of less than full time, compensation for hours worked may be supplemented by either accrued sick leave, or other available leave.

ARTICLE V. MEALS

All regular employees will be eligible for a $16.00 meal allowance as provided below:

A. OVERTIME WORKED CONTIGUOUSLY TO A REGULAR SHIFT.

1. All Overtime (emergency or scheduled) worked contiguously (before or after) to an employee's regularly scheduled shift for a minimum of two (2) hours shall entitle the employee to one (1) meal allowance. Employees will be eligible for one (1) additional meal allowance for each additional four (4) hours of contiguous overtime worked.

2. Employees are entitled to a paid thirty minute meal break for every four (4) contiguous hours of overtime worked.

Overtime hrs worked	Total # of $16 meal allowances	Total # of ½ hr paid breaks
>2 hrs < 4 hrs	1 = $16	0
>4 hrs < 6 hrs	1 = $16	1
>6 hrs < 8 hrs	2 = $32	1
>8 hrs < 10 hrs	2 = $32	2
>10 hrs < 12 hrs	3 = $48	2
>12 hrs < 16 hrs	3 max meals in 24 hours	3
>16 hrs	3 max meals in 24 hours	4

B. OVERTIME WORKED NON CONTIGUOUS TO A REGULAR SHIFT.

All overtime (emergency or scheduled) worked that is not contiguous with a normally scheduled shift shall entitle the employee to one (1) meal allowance for every four (4) hours of overtime worked. This scenario does not provide for the meal break to be compensated.

C. Under certain circumstances the City may provide a meal by bringing food to the worksite in lieu of "A1" or "B".

D. In no event shall an employee be entitled to more than three (3) meal allowances in a twenty-four (24) hours period from the beginning of the overtime shift.

E. The meal allowance will be recorded each eligible day in timekeeping to be paid with normal payroll periods.

CHAPTER 7. MISCELLANEOUS ISSUES

ARTICLE I. UNIFORM PROVISIONS

A. The City agrees to continue to provide two options for a uniform allowance. Employees may elect to (A) receive a jean allowance with eleven (11) shirts or to (B) have the City provide and maintain uniforms of the City's choice consisting of eleven (11) pants and eleven (11) shirts for those employees listed in Appendix "A" and “A2”, provided that the City may provide an alternate uniform for the Electrical Drafting Technician consisting of a smock. Employees must choose either option (A) or (B) by January 1 of each year.

B. If employee chooses option (A), the work jeans must be kept in a well maintained, repaired, and clean condition. Under this option the employee is responsible for all cleaning.

C. Notwithstanding Section A, if it is determined by law or regulation, due to hazard evaluation or Cal/OSHA requirements, that employees are required to wear Fire Retardant (FR) clothing due to potential exposure, then employees will not be provided an option of providing their own clothing and are not eligible for a jean allowance.

In the event that the City provides employee Fire Retardant clothing, the number of FR clothing items provided to employees shall be as defined in A above.

D. The City will continue to provide safety boot allowances as follows:

1. If the employee elects the jean allowance option, the safety boot allowance becomes a combined boot/jean allowance as follows:

   a.) The combined boot/jean allowance for the employees in the following classifications shall be $460.00 per year: Pre-Apprentice Line Technician, Apprentice Line Technician, Sr. Electric Line Technician, Line Technician, Line Troubleshooter, Senior Wastewater Utility Maintenance Worker, Senior Water Distribution Worker, Wastewater Utility Maintenance Worker I/II, Water Distribution Worker I/II, Water Conservation Worker I/II, and Water Conservation Specialist. Said allowance shall be payable in the month of January of each year.

   b.) The combined boot/jean allowance for all other classifications shall be $410.00 per year and will also be payable to the employee during the month of January of each year.

   c.) If an employee with director’s approval does not wear a City uniform they will not be eligible for uniform allowance.

2. If the employee elects the City provided pants option, or the City requires FR clothing, there is a separate safety boot allowance as follows:

   a.) The boot allowance for the employees in the following classifications shall be $175.00 per year: Pre-Apprentice Line Technician, Apprentice Line Technician, Sr. Electric Line Technician , Line Technician, Line Troubleshooter, Senior Wastewater Utility Maintenance Worker, Senior Water Distribution Worker, Wastewater Utility Maintenance Worker I/II, Water Distribution Worker I/II, Water Conservation Worker I/II, and Water Conservation Specialist. Said allowance shall be payable in the month of January of each year.

b.) The boot allowance for all other classifications which require the use of safety boots represented by IBEW will receive $125.00 per year. Said allowance shall be payable in the month of January of each year.

E. The employee is responsible for the cost of any boot maintenance and repair.

F. The prescribed shoe or boot must be appropriate to job class and must meet CAL-OSHA regulations.

G. Employees receiving the allowance are required to wear the prescribed boot or shoe whenever conditions require it or be subject to disciplinary action. The City reserves the right to determine if a shoe or boot is appropriate to job class in conformance with CAL-OSHA regulations.

H. It is understood that by the provision of such apparel, materials or equipment deemed necessary by the City, employees are required to wear or utilize such provisions during the performance of duties, which would warrant their application. It is further understood that employees found to be performing duties without the use of provided safety articles shall be subject to disciplinary action by the City as a means of assuring compliance with common sense or prescribed safe working practices.

I. The City agrees to provide rain gear consisting of one (1) each coat and pants as needed by those employees listed in Appendix "A" and “A2”.

J. 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.

K. The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's uniform to be deducted from the employee's payroll check after a determination of cost has been made by the City:

1. Where the City is required to pay a replacement cost of a uniform due to unusual abuse of the uniform by the employee.

2. Failure on the part of an applicable employee to wear an issued uniform, unless otherwise agreed to in writing.

3. Failure on the part of an applicable employee to return all issued uniform clothing upon separation from City service.

ARTICLE II. SAFETY EQUIPMENT PROVISIONS

A. The City agrees to provide necessary and proper protective wear, including but not limited to, one (1) pair of insulated rubber boots with reinforced arches, and other materials and equipment in order to guard against potential hazards to the health and welfare of all employees as part of its comprehensive Loss Prevention Control Program.

B. The City agrees to provide safety glasses in accordance with Administrative Regulation 2.02.

C. The City agrees to provide hard hats and gloves to employees in those classes in Appendix "A" and “A2”.

D. The following conditions on the part of any applicable employee shall be grounds for the cost of the employee's issued safety articles to be deducted from the employee's payroll check after the City has made a determination of cost:

1. Where the City would be required to replace an issued safety article due to unusual abuse of the article by the employee.

2. Failure on the part of an applicable employee to wear or utilize an issued safety article, unless otherwise agreed to in writing.

3. Failure on the part of an applicable employee to return all issued safety articles, regardless of condition, upon separation from City service.

ARTICLE III. MAINTENANCE OF MEMBERSHIP

A. All eligible employees who elect voluntarily to be members of the Union as of the date of City Council ratification of this Agreement, or who become members of the Union during the term of this Agreement, shall be required to maintain such membership to within thirty (30) calendar days prior to the expiration of this Agreement.

B. Employees who are enrolled members of the Union shall be required to pay Union dues either by payroll deduction or directly to the Union. Enrolled members of the Union who fail to maintain good standing membership for a period of sixty (60) calendar days shall be deemed in violation of this provision and may thereafter by subject to disciplinary measures by the City after the Union has provided written notice and evidence to the City that such a violation exists, and that the Union has documented its effort to achieve compliance by the member.

C. The provision of the Article shall be effective for the term of this Agreement.

D. The Union shall indemnify and hold harmless the City, its officers, agents and employees, individually and collectively, from and against any and all claims, costs, suits, losses, demands, actions, judgments, damages, fees, liabilities, and proceeding of any nature whatsoever arising out of, or related to, its enforcement of this Article.

ARTICLE IV. DUES DEDUCTIONS

A. Employees who occupy a position appropriate for representation by the Union, and who elect to become members, must sign an authorization for payroll deductions upon initial membership.

B. The City agrees to deduct from the pay of Union members, and pay to the Union, the normal and regular monthly membership dues as voluntarily authorized in writing by the employee on a City-Union approved form, subject to the following conditions:

1. Such deduction shall be made only upon submission, by a duly authorized representative of the Union to the City's Human Resources Director, of the employee signed authorization form which may contain a provision that such future membership rates may be initiated by the Union.

2. 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.

3. The Union shall accept responsibility for notifying individual members of any impending change in deductions.

4. The 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 for the Union.

C. Union agrees to reimburse the City in the monthly equivalent amount of five dollars ($5.00) per member year for dues deduction handling of any employee who is or becomes a union member. The City shall mail the Union a monthly statement of such handling charges along with the monthly dues deductions. Such reimbursement to the City shall be due and payable upon receipt by the Union of a statement of charges issued by the City each month.

ARTICLE V. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

A. All appointments to vacancies occurring in the classified service shall be based upon merit and fitness ascertained in accordance with these rules and shall be made by transfer, demotion, or from eligibles from an appropriate employment list, if available, which appointment may be for new employment, reemployment, reinstatement, or promotion. The type or types of appointments utilized shall be in the best interest of the City as determined by the City Manager. In the absence of persons eligible for appointment in these ways, provisional, temporary, emergency, or other types of appointments may be authorized by the City Manager in accordance with the Personnel rules and the City Charter.

B. Whenever a vacancy in the classified service is to be filled, the appointing authority shall notify the Human Resources Director in the manner prescribed. If there is no employment list available for a class, the Human Resources Director shall decide the manner in which the position shall be filled.

C. The number of persons to be certified by the Human Resources Director to the hiring department shall be the top five (5) ranking scores for the initial vacancy and an additional two (2) scores for each additional vacancy to be filled upon the same certification. If there are three (3) or fewer eligible and available persons on a promotional or open list for certification to the hiring department, the Human Resources Director may use his discretion in calling for a new examination in order to secure a sufficient number of persons eligible for certification.

D. Vacancies in the classified service filled by promotion may be certified by competitive (closed) promotional examination, or by promotional certification by the department head and Human Resources Director in those cases where only one employee is qualified for the higher-level position. For advancement to occur by promotional certification, the department head must notify the Human Resources Director that an employee meets all prescribed standards of the higher level class, has demonstrated in all respects the ability to satisfactorily perform responsibilities of the higher level class, and is in other ways eligible for certification to the higher level class. Upon a finding by the Human Resources Director that an employee is in all respects eligible for promotional certification, the Human Resources Director may so certify the employee for employment consideration by the department head upon the occurrence of the next vacancy at the higher-level position.

E. The department head shall arrange for a convenient time and place to conduct departmental evaluations of eligible persons, and shall notify the same. Following interview and other appropriate candidate review, the department head may recommend an appointment to the City Manager. The candidate(s) selected for appointment consideration shall be certified by the department head to the Human Resources Director, who shall arrange for a medical examination, fingerprinting, and any other pre-employment testing deemed to be necessary and appropriate. Upon receiving satisfactory results of such tests, the Human Resources Director shall sign the appointment authorization and refer such authorization together with any supporting documents to the City Manager at least five (5) working days prior to the effective date.

F. The City Manager may approve or disapprove the recommended appointment. If approved, the department head shall notify the appointee and, if the person accepts appointment and reports for duty within such period of time as prescribed by the department head, the applicant shall be deemed to be probationally appointed; otherwise, the applicant is deemed to have declined appointment.

G. Unless authorized as an exception by the City Manager, no appointment of a new employee shall be made until the Human Resources Director has received the results of a medical and background evaluation.

ARTICLE VI. CAUSES FOR DISCIPLINE

The following may be causes for the City to initiate disciplinary action including demotion, reduction in pay, suspension, or dismissal of any employee, pursuant to these rules and regulation. The causes cited below are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. There are some serious acts of misconduct that by their nature are not appropriate for progressive discipline. Behavior of this type should be disciplined by suspension, or, if warranted, discharge on the first occasion. The rules governing discipline shall prevail as if the unlisted issue or infraction were listed as follows:

A. Attendance.
   1. Improper or unauthorized use or abuse of sick leave;
   2. Excessive absenteeism regardless of reason;
   3. Being absent without authorized leave; repeated tardiness to assigned workstation, or leaving assigned work without authorization.

B. Behavior.
   1. Willful or negligent violation of the Personnel Rules and Regulations, resolutions, and other related ordinances including departmental rules, regulations, and policies;
   2. Insubordination (failure to carry out a direct order from a supervisor);
   3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Section 3.15.030;
   4. Conduct that is unbecoming a City officer or employee which tends to discredit the City or City service, including the wearing of City-identified uniforms off duty into a public or private establishment; the nature of which may adversely reflect upon the City; willful misrepresentation of the City;
   5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee;
   6. Falsifying information related to employment application, payroll, or any work related record or report;
   7. Soliciting outside work for personal gain during the conduct of City business engaging in outside employment for any business under contract by the City, participating in any outside employment that adversely affects the employee's City work performance, and engaging in unauthorized outside employment;
   8. Discourteous treatment of the public or City employees;
   9. Conduct interfering with the reasonable management and discipline of the City or any of its department or divisions;
   10. Engaging in political activities while on duty;
   11. Violation or neglect of safety rules;
   12. Theft;
   13. Physical altercations;
   14. Any act or conduct that is discriminatory in nature towards another person's race, creed, color, national origin, sex (including sexual harassment), age, religious beliefs or political affiliations.

C. Work Performance.

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner;
2. Refusal or inability to improve job performance in accordance with written or verbal direction after reasonable trial period;
3. Refusal to accept reasonable and proper assignment from an authorized supervisor;
4. Possession of, or intoxication, or incapacity on duty due to the use of, alcohol or drugs;
5. Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving;
6. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property;
7. Unauthorized release of confidential information or official records;
8. Participation in a strike, work stoppage, slowdown, or other job action against the City.

ARTICLE VII. 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, individually or in representation of a group of employees, may complain to the City management through the grievance procedure in this Article regarding any matter relating to that employee's 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, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her 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 this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the unsuccessful discussion and so on, until the employee reaches the department head. 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, individually or in representation of a group of employees, 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 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, the decision of the City Manager regarding a formal grievance is final.

ARTICLE VIII. MINIMUM SCORES AND COMPUTATIONS

A. Except for qualifying/non-qualifying test, examinations shall be scored on a percentage basis. The specific minimum score percentages shall be determined by the Human Resources Director prior to or following the examination, depending on the need to analyze test results for purposes of validity. Each phase of the examination process shall be assigned a weight based on the job relatedness of the examination content to the prescribed duties of the position.

B. An applicant's score in any examination shall be based upon the weighted average of scores achieved for each part of the competitive examination(s) as provided for in the examination announcement. Failure in any part of the examination process shall result in the disqualification of the applicant from the remaining parts of the examination process.

C. Oral interview examination scores shall be computed on the basis of averaging the final scores of each rating member of the interview panel. However, the Human Resources Director may disqualify the scores of any rater who has demonstrated prejudicial tendencies or other just cause at any time in the interview process.

Where the majority of rating members of an interview panel assign a passing or failing score to a candidate, the candidate shall pass or fail the overall interview examination, regardless of whether the averaged score would have resulted in the candidate failing or passing the examination.

D. An error in grading or rating shall be corrected upon the appropriate employment list if called to the attention of the Human Resources Director within thirty (30) days after the mailing of examination results. However, computation of test scores shall not invalidate or affect certification or appointment previously made.

E. Permanent employees who are successful in all phases of the examination process leading to eligibility certification on promotional examinations shall be given service points computed from the final filing date set forth in the examination announcement, conditional upon the employee having received at least a satisfactory performance evaluation rating within the previous twelve (12) months and a satisfactory attendance record for the same period. Such service points shall be based on the length of service in the classification(s) immediately below and directly in line with the promotional class as prescribed by the Human Resources Director. Service points shall be added to the final computed examination score upon the promotional employment list on the basis of the following formula:

Employees shall receive service points based on the length of service they have had as a permanent employee in classifications which are in the same career field with the promotional class as prescribed by the Human Resources Department. Service points shall be added to the final computed examination score upon the promotional employment list on the basis of 1/2 point for each full year of permanent service to a maximum of five (5) points.

ARTICLE IX. CITY MANAGEMENT RIGHTS

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

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

1. To manage the 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 the 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 the 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 the 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 nondisciplinary 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 and health in the City, which are not in contravention with these Regulations or the Personnel Rules.

19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in these regulations.

20. To take any and all necessary action to carry out the mission of the 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 employer rights shall not remove or limit the right of any classified employee to exercise grievance procedures.

ARTICLE X. NON-DISCRIMINATION

The Union is obligated to comply fully with Titles VI and VII of the 1964 Civil Rights Act (as amended), such that employee organizations and labor unions shall not discriminate against any member or prospective member on the basis of such person's race, creed, color, national origin, sex, age (over 40), or religious affiliation, physical handicap (except where indicated by requirements of the position), medical condition, marital status and all other applicable State and Federal statutes relating to non-discrimination.

ARTICLE XI. ADMINISTRATION OF APPRENTICESHIP PROGRAMS IN ELECTRIC UTILITY DIVISION

The City of Roseville, desirous of establishing apprenticeship programs in the Electric Division, does hereby adopt the following rules for the administration of said programs in cooperation with the recognized majority representative of employees in this department, the International Brotherhood of Electrical Workers, AFL-CIO, Local #1245.

A. Committee.

An Apprenticeship Committee will be established and shall be composed of two (2) voting members appointed by the International Brotherhood of Electrical Workers, Local #1245 (Union), and two (2) members appointed by the City. Additional parties (Union and City) may attend monthly Apprentice Committee meetings upon mutual agreement of both parties (Union and City). This committee will prepare, review and revise training standards as necessary. Decisions of this committee are subject to the approval of the Union Business Manager (or designee) and the City Manager.

B. Training Standards.

A training standard of progress will be developed for each apprenticeship program. This standard will indicate the training time for each phase of training or work process. The training time indicated will not be restrictive, but rather will be indicative of the emphasis or amount of time that should be spent on each phase. Although the total time spent on any one phase during any one progression period may vary with the individual, work load and amount of related instructions, minimum assignments shall be met during the term of the apprenticeship.

C. Nondiscrimination Provision.

Selection of apprentices under the program shall be made from qualified applicants pursuant to the Personnel Rules of the City of Roseville and without regard to race, creed, color, national origin, sex or occupationally irrelevant physical requirements; and these programs shall be operated on a completely nondiscriminatory basis.

D. Entrance Requirements.

To be eligible to enter an apprenticeship program, a candidate must pass an appropriate entrance examination and meet whatever other minimum requirements may be established for that classification. Employees will be given an opportunity to indicate their desires and intentions with regard to entering apprenticeship training programs. Vacancies in apprenticeship training programs will be announced in accordance with normal procedure.

E. Progression Tests.

To progress through the apprentice program will require passing a progression test for each step of the program. These tests and the manner in which they will be scored will be prepared and agreed to by the Joint Apprenticeship and Training Committee.

A grade of 70 or above will be considered a passing grade. After the first six (6) months, any apprentice failing to pass the required test will be given additional training time equal to one-half (1/2) the period to the apprentice's next review date. Failure may be cause for the denial of merit increases pursuant to Roseville City Personnel Rules Section 3.11.030(C). At the completion of the

additional training period, the apprentice will be given another opportunity to pass the required tests. Upon again failing, the apprentice's performance may be reviewed by management for purposes of reassignment, demotion, termination or other action authorized by the Personnel Rules of the City of Roseville.

F. Review and Evaluation.

The supervisor shall review and evaluate each apprentice just prior to the apprentice's six-month anniversary date and prior to the apprentice's progression test for that period. The Joint Apprenticeship and Training Committee will interview any apprentice who receives an adverse rating or evaluation to determine the cause and basis of such a rating.

G. Instruction. Related classroom instruction as agreed to by the Joint Apprenticeship and Training Committee will be given the apprentices during regular working hours. The instructors will be selected from personnel qualified to instruct.

Each apprentice shall pursue related and supplemental theoretical studies of not less than one hundred forty-four (144) hours per year. This outside training shall be approved by the Joint Apprenticeship and Training Committee and shall be pursued on the apprentice's own time and without pay from the City.

ARTICLE XII. TRAINING COMMITTEE

The City agrees to establish an Advisory Training Committee comprised of two (2) Management and two (2) Union representatives per department. The purpose of the committee is to make recommendations to the Director concerning departmental training programs.

ARTICLE XIII. EDUCATIONAL REIMBURSEMENT

Employees may be reimbursed for the tuition and fees connected with job-related educational courses up to $150.00 per course, not to exceed $300.00 per year. The cost of books is not covered in this agreement. 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. The request will then be forwarded to the Human Resources Department, who will make the final decision to accept or reject the request. No payment will be made until the final proof of passing grade is submitted to the Human Resources Department. The City will maintain a maximum fund of $6,000 to be administered by the Human Resources Department for educational reimbursement. Once the fund balance is depleted, no further reimbursements will be approved.

ARTICLE XIV. ALCOHOL AND DRUG POLICY

The City and I.B.E.W., Local 1245 agree to continue enforcement of the Alcohol and Drug Policy as referenced in Appendix "Y".

In addition to the above-mentioned policy, all employees will be required to notify the City in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar days after such conviction.

ARTICLE XV. TERMS OF UNDERSTANDING

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective the first full pay period after approval of this Memorandum of Understanding by the City Council and shall expire December 31, 2015. All existing benefits shall continue in full force until a subsequent agreement is reached. 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 twenty (120) days prior to the expiration date of this Agreement.

ARTICLE XVI. UNFAIR LABOR PRACTICE CHARGE

Should the Public Employment Relations Board (PERB) rule against the City of Roseville in UPC No. SA-CE-757-M, the parties agree to jointly inform PERB that the parties are in agreement to limit any resulting City liability (exposure) to the period of August 6, 2011 through the date of the approval of a successor (new) MOU.

The terms and conditions of this Memorandum of Understanding are executed this 2th day of October 2013, by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

CITY OF ROSEVILLE

Ray Kerridge
City Manager

Dennis Batchelder
Chief Negotiator

Kristi Corral
Member, Negotiation Committee

Ed Kriz
Member, Negotiation Committee

Sonny Person
Member, Negotiation Committee

Ken Glotzbach
Member, Negotiation Committee

Jeanette Derobertis
Member, Negotiation Committee

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1245

Jeffrey Beaubier
Member, Negotiating Committee

Brian Boyd
Member, Negotiating Committee

James Bell
Member, Negotiating Committee

Michael Barton
Member, Negotiating Committee

Rick Thompson
Member, Negotiating Committee

Charley Souders
Business Representative

Raymond Thomas
Assistant Business Manager

Tom Dalzell
Business Manager, IBEW Local 1245

APPENDIX "A" "A2" IBEW CLASSES

0150	ELECTRIC APPRENTICE LINE TECH
0400	ASST POWER ENGINEER
2210	ELECTRIC MATERIALS TECH I
2212	ELECTRIC MATERIALS TECH II
2254	ELECTRIC PREV DATA SYSTEM TECH
2285	ELECTRIC LINE TECH
2286	ELECTRIC LINE TROUBLESHOOTER
2328	ELECTRIC DRAFTING TECH I
2330	ELECTRIC DRAFTING TECH II
2340	ELECTRIC ENGINEERING TECH I
2345	ELECTRIC ENGINEERING TECH II
2350	ELECTRIC SYSTEM DISPATCHER
2359	ELECTRIC TECHNOLOGY SYSTS TECH
2360	ELECTRIC UTILITY TECHNICIAN I
2362	ELECTRIC UTILITY TECHNICIAN II
2380	ELECTRONICS TECHNICIAN I
2385	ELECTRONICS TECHNICIAN II
2421	ELECTRIC PRE-APPRENTICE
3608	INSTRUMENT & CONTROL TECH
4520	MATERIALS TECHNICIAN
5316	PLANT & EQUIPMENT MAINT WORK I
5319	PLANT & EQUIPMENT MAINT WOR II
5327	PLANT & EQUIPMENT MECHANIC I
5328	PLANT & EQUIPMENT MECHANIC II
5401	PREDICTIVE MAINTENANCE TECH I
5402	PREDICTIVE MAINTENANCE TECH II
5500	PREVENTATIVE MAINT TECH I
5502	PREVENTATIVE MAINT TECH II
5511	PWR ENGINEER
5522	PWR PLNT OPERATOR TECH I
5523	PWR PLNT OPERATOR TECH II
5526	PWR PLNT MECHANIC
5533	PREVENTATIVE MAINTENANCE COORD
7020	SCADA SYSTEM TECHNICIAN
7118	SR ELECTRIC LINE TECHNICIAN
7124	SR ELECTRIC METERING TECH
7126	SR ELECTRIC SUBSTATION TECH
7152	SR POWER PLANT OPERATOR/TECH
7168	SR ELECTRIC SYSTEM DISPATCHER
7169	SR ELECTRIC MATERIALS TECH
7170	SR ELECTRONIC TECHNICIAN
7202	SR WSTWTR UTILITY MAINT WKR
7204	SR WATER DISTRIBUTION WORKER
7284	SR PREVENTATIVE MAINT TECH
9027	WSTWTR UTILITY MAINT WKR I
9029	WSTWTR UTILITY MAINT WKR II
9049	WATER CONSERVATION WORKER I
9051	WATER CONSERVATION WORKER II
9078	WATER CONSERVATION SPECIALIST
9246	WATER DISTRIBUTION WORKER I
9248	WATER DISTRIBUTION WORKER II

APPENDIX "B" TWELVE HOUR SHIFT- SPECIFIC PROVISIONS

In addition to the applicable sections of the MOU, the following shall govern twelve hour shift personnel:

1. Shift work. "Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage, on a seven (7) day per week basis, including holidays."

2. Lunch and breaks. Lunch Periods: All personnel assigned to twelve hour shifts receive a thirty (30) minute paid lunch. Employees assigned to this shift will not be allowed to leave the work premises and may be required to report to their work station during their meal break.

3. Relief Operator– Overtime – Relief employees will be utilized within the 12-hour shift schedule only when relieving for the Operators on shift. When not relieving, they will work five eight-hour shifts. Overtime will be calculated in accordance with the existing MOU (over 8 and over 40).

4. Paid Leave. A shift work employee who does not work for an entire regularly scheduled shift, shall use paid leave (vacation, CTO, sick, etc) to supplement the hours worked to provide up to twelve hours of paid time for that day.

5. FLSA work period: For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek for all staff except 12-hour shift employees begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday. The City of Roseville reserves the right to change start times of each work week within a period as appropriate to the selected shift. [The City and IBEW agree that the Electric Utility Director and/or his designee will meet with IBEW's principals for purposes of discussing twelve hour shift schedules]

6. Overtime for twelve hour shifts:

   Overtime work may be required of any employees in order to meet special or unusual needs of service beneficial to the City and community. Overtime is defined as the number of hours worked in excess, and as an extension, of the normal schedule of work hours as illustrated below:

EMPLOYEE WORK SCHEDULE	OVERTIME
Twelve hours per day	Over twelve hours per day and forty hours per week

7. Holidays - Employees scheduled to a twelve (12) hour shifts shall receive one hundred ten (110) hours of holiday hours per year, in advance on January 1 of each year, earned in approximately nine (9) hour increments for each one (1) month of continuous employment. Employees must use a minimum of eight (8) hours of holiday with additional hours requested in one hour increments up to twelve (12) hours.

   a. In lieu of holiday time off, twelve hour shift employees may elect to receive straight salary for up to one half (1/2) of earned and unused holiday credit within each calendar year. All holiday time to be converted to pay by an employee shall be in twelve hour increments. Employees who are interested in cashing out their holiday hours must sell the holiday leave time by the last business day in January of the year the hours are earned.
   b. All holiday time off is subject to advance approval of the department head.

c. Holiday hours which are not used by December 31 of the year they are earned will be forfeited by the employee. [If employee is denied use of his/her holiday hours due to operational necessity then leave balances may be cashed out]

d. If an employee has taken more holidays in advance 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 pay check.

8. General hours of work – Chapter 6. Article 1. Plant Operators/Technicians and Leadworkers may have week days off.

9. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein:

a. Except for part time employees, eight (8) or twelve (12) hours (depending on assignment) shall constitute a day's work. Forty (40) hours shall constitute a workweek for employees. Employees will be subject to call twenty four (24) hours per day and shall respond to such calls unless unable to report for required work. Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage on a seven (7) day a week basis, including holidays.

b. All full time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. As a result of a shift change, an employee may not have two consecutive days off in a given week. In case of emergency, and if the position must be continuously filled, an employee may be required to work on weekly days off.

c. The appointing authority of each department shall draw up a schedule of days off for all full time employees under the department's jurisdiction.

d. Change of Schedule: Employees involved in a mandatory change of schedule which involves a modification in an employee’s starting time or days off will be given a minimum of ten (10) working days’ notice. Relief shift personnel may have their schedule changes with little or no notice. . Twelve hour shift workers will be given a minimum of fourteen (14) calendar days notice.

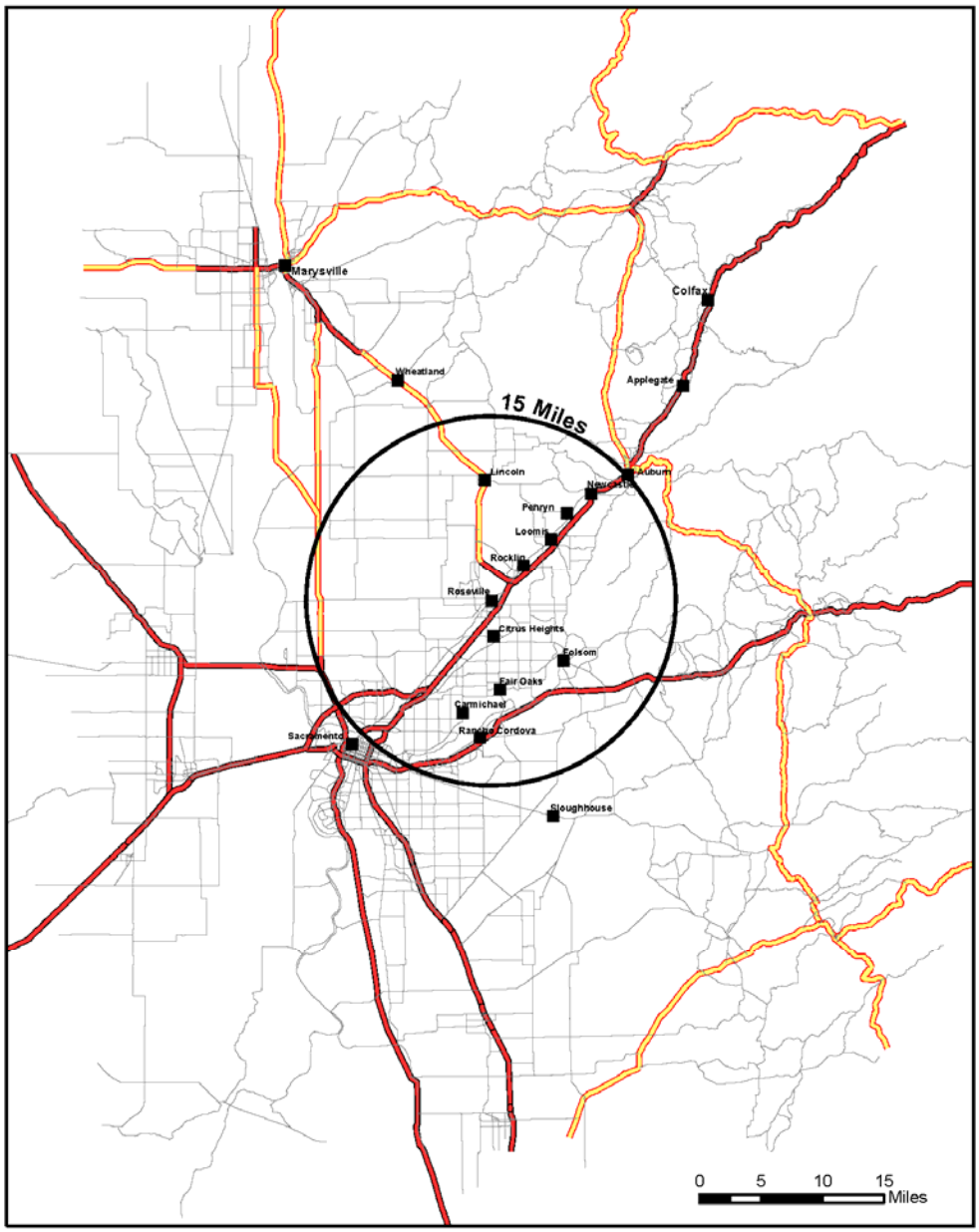
e. The Department Head or his/her designated authority may waive the above-stated provisions in emergency situations as determined.

f. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours (twelve hours of Power Plant staff), performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.

g. Employees who report for work or extend their shift for turnover transition must have prior supervisory approval and will be compensated for the actual time worked.

APPENDIX "X" MAP

Take Home Vehicles
Distance Map



CITY OF ROSEVILLE
ADMINISTRATIVE REGULATION

APPROVED:

RAY KERRIDGE, CITY MANAGER

Number: A. R. 2.08

Date Effective: December 31, 1988

Date Revised: March 3, 2011

SUBJECT: ALCOHOL AND DRUG ABUSE POLICY

I. Purpose

It is the intention of this policy to eliminate substance abuse and its effects in the workplace and to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990 which require all agencies receiving grants from any federal or state agency to maintain and promote a drug-free workplace. While the City of Roseville has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol can take its toll on job performance and employee health and safety. The City's concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol in the workplace, and the influence of these substances on employees in the workplace, are inconsistent with this objective.

One of the goals of the City's drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the City's Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Supervisors will be trained to recognize abusers and become involved in this control process. All employees will be given a copy of this policy and the City will conduct drug and alcohol awareness programs on a periodic basis.[1] Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end the City will act to eliminate any substance abuse (alcohol, illegal drugs, prescription and over the counter drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including termination, or in not being hired.

[1] For more information on substance abuse issues, seek assistance from the City's EAP Provider or visit the Department of Health and Human Services' website at http://ncadi.samhsa.gov/.

In recognition of the public service responsibilities entrusted to the employees of the City of Roseville, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City of Roseville.

II. Policy

It is City policy that employees: (i) shall not be under the influence of alcohol or drugs while on duty; (ii) nor possess alcohol or illegal drugs while on City property, at work locations or in uniform; (iii) nor manufacture, sell or provide drugs (illegally) or alcohol to any other employee or to any person in the workplace; (iv) nor have their ability to work impaired as a result of the use of alcohol or drugs when reporting for work.

While use of over the counter or medically and legally prescribed medications and drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment can result in discipline, up to and, including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified medical provider may be required. Employees utilizing prescribed or over the counter medications are responsible for consulting the prescribing physician and/or pharmacist to be certain whether the medication may interfere with the safe performance of his/her job. It is the employee's responsibility to remove themselves from service if they are unfit for duty.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with the employee. Otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.[2]

Refusal to submit immediately to an alcohol and/or drug analysis when requested by City management or law enforcement personnel as a result of reasonable suspicion as defined in this policy, may constitute insubordination and be grounds for discipline up to and including termination.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be required to remain on the premises for a reasonable period of time until he or she can be safely transported from the work site.

The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

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[2] *For RPOA only, the first sentence of this paragraph will read: The City reserves the right in accordance with the parameters of the Peace Officers Bill of Rights and federal and state law to search all areas and property in which the City maintains control or joint control with the employee.*

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or an EAP counselor for additional information. This program is not available to applicants, probationary, temporary or seasonal employees, volunteers, interns or contractors and subcontractors performing work for the City.

III. Application

This policy, as it relates to providing a drug and alcohol free workplace, applies to all employees of the City (regular, probationary, temporary and seasonal), all applicants for positions with the City, all volunteers, interns, contractors and subcontractors performing work for the City. Testing protocols outlined in this policy apply to all employees of the City (regular, probationary, temporary and seasonal) and all applicants for positions with the City.

This policy applies to alcohol and to all substances (legal or illegal), which could impair a person's ability to effectively and safely perform the functions of the job.

IV. Definitions – the following represent just a few of the most pertinent definitions. A complete listing can be found in the Federal Register Volume 75, as amended

Adulterated Specimen - A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol or other low-molecular-weight alcohols, including methyl or isopropyl alcohol.

Alcohol Concentration - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol Use - The consumption of any beverage, liquid mixture or preparation, including any medication or food, containing alcohol.

Designated Employer Representative (DER) - An individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The Human Resources Director shall serve as the DER for the City of Roseville.

Illegal Drugs - All drugs, substances and medications deemed illegal under federal or state law.

Impairing Drugs - All illegal drugs, substances and medications and all legal drugs, substances, and medications which could impair a person's ability to effectively and safely perform the functions of the job.

Last Chance Agreement - An agreement between the City and an employee in which the employee agrees to specific conditions including, but not limited to, rehabilitation, random testing and to remain free from drugs and/or alcohol as a condition of continued employment.

Medical Review Officer (MRO) - A licensed physician (M.D. or D.O.) responsible for receiving laboratory results generated by an employer's controlled substances testing program, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information.

Negative Test - The result reported by an HHS (Health and Human Services) certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Positive Test - The result by an HHS certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration.

Prescription – A physician's order valid under federal law for the preparation and administration of a drug or device for a patient.

Reasonable Suspicion - A belief based on objective facts, sufficient to lead a reasonably prudent supervisor to suspect, that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired, or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion, provided that such factor would be sufficient to lead a reasonable person to suspect drug or alcohol use to be involved:

i. Slurred speech;
ii. Alcohol odor on breath;
iii. Unsteady walking and movement;
iv. An accident involving City property and/or causing bodily injury;
v. Physical altercation;
vi. Verbal altercation;
vii. Unusual behavior;
viii. Possession of alcohol or impairing drugs;
ix. Information obtained from a reliable person with personal knowledge.

Reconfirmed – The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Refusal - A failure to comply with any part of the the testing process, including failure to appear for any test within a reasonable time, after being directed to do so by the employer; failure to remain at the testing site until the testing process is complete; failure to remain at the scene of an accident without just cause to leave prior to submitting to a test; failure to provide a urine specimen or breath or saliva sample for any drug or alcohol test required; in the case of direct observation or monitored collection, failure to permit the observation or monitoring; failure to provide sufficient amount of urine when directed; failure or declination to take a second test the employer or collector gives direction to take; failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER; and finally, is reported by the MRO as having a verified adulterated or substituted test result.

Rehabilitation - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to a Substance Abuse Professional (SAP) and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental issues which contributed to job problems.

Rejected for Testing – The result reported by an HHS certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that is not corrected.

Split Specimen Collection – A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split speciment (Bottle B).

Substance Abuse Professional (SAP) - A licensed physician (M.D. or D.O.), or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor with knowledge of, and clinical experience in, the diagnosis and treatment of substance abuse disorders.

Substituted Specimen - A specimen with creatinine and specific gravity levels that are so diminished that they are not consistent with normal human urine.

V. Employee Responsibilities

An employee must:

1. not report to work while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;

2. not possess or use alcohol or impairing drugs during working hours or while on standby duty with pay, or at any time while on City property or in uniform;

3. not directly or through a third party manufacture, sell or provide drugs (illegally) or alcohol to any person, including any employee in the workplace;

4. submit immediately to an alcohol and/or drug test requested by a manager or supervisor, when reasonable suspicion as defined in this policy, exists;

5. notify his/her supervisor, before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment;

6. provide, within twenty-four (24) hours of a request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name;

7. notify the Human Resources Director, in writing, of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) calendar days after such conviction. Under the terms of the Drug-Free Workplace Act of 1988, federal contracting agencies will be notified within ten (10) days of notice of such conviction, as appropriate;

8. report alcohol or drug abuse by a manager or supervisor to the Department Head or the Human Resources Director.

VI. Management Responsibilities and Guidelines

1. Managers and supervisors are responsible for adhereing to and abiding by all of the employee responsibilities as listed in Section V. above.

2. Managers and supervisors are responsible for reasonable enforcement of this policy.

3. Managers and supervisors are responsible for attending training provided by the City to recognize the physical, behavioral, speech, and performance indicators of probable alcohol misuse and controlled substance use as defined under Reasonable Suspicion as part of their role in policy enforcement.

4. Managers and supervisors shall require an employee to submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated, or under the influence of drugs or alcohol while on the job or standby duty.

5. Any manager or supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. Attachment ”C" is to be used for this purpose. Once completed, Attachment “C” shall then be routed to the applicable Department Head or designee. A second person must confirm the suspicion of alcohol or drug abuse.

6. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should direct the employee to go home, but should ask the employee to remain on the premises for a reasonable period of time until the employee can be safely transported home.

7. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.

8. Managers and supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the appropriate law enforcement agency.

VII. Tested Substances

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, marijuana and other cannabinoids.

VIII. Results of Drug and/or Alcohol Analysis

A. Pre-employment Physicals

i. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.

ii. If a drug screen is positive at the pre-employment physical, the applicant must provide within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name, or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

iii. A positive result from a drug and/or alcohol analysis shall preclude an applicant from reapplying for a job with the City for a six (6) month time period.

B. During Employment Physicals or Alcohol/Drug Tests

i. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. If the drug screen is positive, the employee must provide within twenty-four (24) hours of request, bona fide verification of a valid, current prescription for the drug identified in the drug screen or verification (i.e., a doctor’s statement of medical necessity, anticipated duration and follow-up) of use of over the counter drugs that could produce the positive result. A prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor of the use of medication as required by this policy, the employee will be subject to disciplinary action, up to and including termination.

ii. If an alcohol or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or terminate employment will be carried out in conformance with the Personnel Rules, specifically Chapters 3.07 and 3.16 of the Roseville Municipal Code.

iii. A “Last Chance Agreement,” which is attached as Attachment "D," may be used for an employee who agrees to seek help through the Employee Assistance Program.

IX. Confidentiality

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources Director. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Employee consent will be requested prior to disclosure of test results to anyone else. However, test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug and/or alcohol testing. If an employee is to be referred to a treatment facility for evaluation, test results will be made available to the employee's counselor. However, current law provides that the results of drug and/or alcohol testing will not be used against an employee in any criminal prosecution. In addition, test results will be disclosed if compelled by law or judicial or administrative process. The City is obligated by law to release testing history to subsequent employers when potential employment requires a commercial driver's license.

ATTACHMENT "A"

CONSENT TO PRE-PLACEMENT PHYSICAL EXAMINATION AND RELEASE OF MEDICAL INFORMATION

Explanation

The pre-placement physical examination is a part of the application process for employment with the City of Roseville. All pre-placement physical exams and medical tests have been determined medically necessary to the functions of the job for which the applicant is testing. Employment with the City of Roseville is contingent upon conducting a drug and alcohol screening urine test as part of this process. Hiring decisions may be based on the results of these medical tests. Failure to submit to the drug and alcohol test will result in denial of the application for employment.

Authorization

I hereby authorize a qualified representative and/or medical provider to conduct the above-stated medical tests and pre-placement physical examination. I understand that the physical examination and testing is a part of the application process for employment with the City of Roseville and that a hiring decision may be based on the results of the physical examination. I further authorize _____ to release to the City all test results conducted as a part of the physical examination and other job related medical information.

_____ _____
Signature of Applicant Date

_____ _____
Signature of Witness Date

ATTACHMENT "B"

DRUG AND/OR ALCOHOL TESTING CONSENT AND RELEASE

____ **Random**
____ **Reasonable Suspicion**
Last Chance / Follow-up
____ **Return to Duty**
____ **Post Accident**

I hereby authorize a qualified representative and/or medical provider to take a urine/breath test or other specimens for laboratory analysis for the purpose of drug/alcohol testing. I further authorize the qualified representative and/or medical provider to release all above-mentioned test results and other relevant medical information obtained as part this drug/alcohol screening to the Human Resources Director (DER) or designee of the City of Roseville, and to such other persons or agencies as may be required by law. This release and consent form is subject to the terms and conditions of both the Alcohol and Drug Abuse Policy (A.R. 2.08) and the Controlled Substances and Alcohol Testing Policy for Employees Required to Possess a Commercial Driver's License (A.R. 2.08.1) adopted by the City of Roseville, as applicable. I understand that the collection of such specimens shall conform with these policies.

My refusal to submit to any required test shall be deemed a positive test result. An employee who refuses to comply with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty, and is subject to disciplinary action, up to and including termination. Additionally, a Covered Employee as defined in A.R. 2.08.1 may be liable for penalties as provided in federal statute.

A photocopy of this authorization will have the same validity as the original.

_____ _____
Signature of Employee Date

_____ _____
Witness Date

ATTACHMENT "C"

ALCOHOL AND/OR DRUG ABUSE POLICY
REASONABLE SUSPICION REPORT FORM

This is to certify that _____ (supervisor) has reasonable suspicion to

believe that on _____ at _____ a.m./p.m., _____
(date) (time)
_____ was (a) in possession of, or (b) under the influence of a
(employee)

substance or substances in violation of the City of Roseville's Alcohol and/or Drug Abuse Policy

(A.R. 2.08).

The following is a complete description of the specific facts that have led me to suspect that the above-mentioned employee has violated the City's Alcohol and/or Drug Abuse Policy. (*The supervisor will include the names and statements of any witnesses who observed the actions which led to this report*).

_____ _____
Supervisor Signature Date

cc: Employee

ATTACHMENT "D"

SAMPLE
"LAST CHANCE AGREEMENT"

WHEREAS, [*Employee*] was identified as having used [*substance used*]; and

WHEREAS, Employee's conduct constitutes grounds for the CITY to monitor his/her behavior; and

WHEREAS, CITY desires to assist Employee in abstaining from alcohol or drug use that impairs their ability to perform their job;

NOW, THEREFORE, the parties agree that:

1. Employee shall complete a rehabilitation program as set forth in this Agreement ("the Program"). Treatment for alcoholism and for drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the Employee.
2. The Program shall consist of random urine, breath and/or blood drug and/or alcohol testing for the length of the Program and treatment through a facility recommended by the Employee Assistance Program (EAP) representative. Drug/alcohol screenings will be conducted on a random basis, up to and including daily, for a period of up to twelve (12) months.
3. The length of the Program shall be twelve (12) months from the date this Agreement is signed by all involved parties. Violation of a requirement of the Program or failure to successfully complete the elements of the Program within the above-referenced time period, unless excused for good cause by CITY, will constitute a failure to comply with this Agreement.
4. Employee shall, at any time during the length of the Program, upon request of the CITY, provide a sufficient sample for analysis.
5. Employee shall follow the instruction given by and conditions set forth by CITY in order to complete the Program. Refusal to cooperate in any way with the CITY or the Employee Assistance Program (EAP) representative for purposes of treatment, including, but not limited to, failing to attend treatment sessions, failing to arrive at appointment(s) as scheduled, and/or failing to supply a sufficient sample upon demand, shall constitute a violation of this Agreement.
6. Employee shall advise CITY when Employee has satisfied any of the requirements of the Program. CITY shall then make an independent judgment as to whether Employee has in fact satisfied such requirement.
7. This Agreement in no way limits CITY's ability to discipline or terminate Employee for conduct arising during or subsequent to Employee's participation in the Program. Nor does this Agreement in any way limit CITY's rights to use, or make reference to the use, of alcohol or drugs where current use is adversely affecting job performance or conduct to the extent that Employee is not "qualified" to perform job functions safely and effectively, as a basis, in part, to justify a decision to discipline or terminate Employee for such conduct arising during or subsequent to employee's participation in the Program.
8. During Employee's participation in the Program, Employee will continue to enjoy and receive the rights and entitlements made available by any applicable memoranda of understanding or other labor agreements and CITY laws and rules referred to above (or more limited rights and entitlement as determined by CITY).
9. This Agreement is in no way intended to restrict rights guaranteed CITY or Employee pursuant to Federal, State, or City laws, rules, or labor agreements.
10. Violation of this Agreement, including the presence of either alcohol and/or illegal or impairing drugs in the urine/blood/breath specimen shall result in termination of Employee.
11. Failure to maintain a valid [type] California driver's license, if a requirement for Employee's position, shall result in termination of Employee.
12. Every attempt will be made to schedule urine/blood/breath screens within Employee's general work schedule.

EMPLOYEE	RAY KERRIDGE , CITY MANAGER
DATE	DATE

ATTACHMENT "E"

NICOTINE*, DRUG AND/OR ALCOHOL SCREENING TEST
CONSENT TO RELEASE MEDICAL INFORMATION

EXPLANATION:

Your employment with the City of Roseville ("City") is contingent upon submitting to and passing a nicotine*, drug and/or alcohol screening urine and/or blood test. Failure to comply with the requirements of this test will result in your immediate termination (as per your Last Chance Agreement).

AUTHORIZATION

I hereby authorize a qualified representative and/or medical provider to conduct the above-mentioned medical test(s). I understand that the screening is part of my continued employment. I further authorize the qualified representative and/or physician to release to the Human Resources Director (DER) or designee of the City of Roseville all above-mentioned test results conducted as part of my Last Chance Agreement.

As part of my Last Chance Agreement, I understand that my failure to comply with a test, or an attempt to falsify test results through tampering, contamination, adulteration, or substitution will result in my immediate termination.

A photocopy of this authorization will have the same validity as the original.

_____ _____
Signature of Employee Date

_____
Print Name

_____ _____
Witness Date

*Pertains to Police Only

PROCEDURE UTILIZED FOR THE DRUG SCREENING PROGRAM INCLUDING CHAIN OF CUSTODY

When an individual is directed, by the City, to a medical provider or designated representative for drug screening, the following procedure is observed:

City employees will be transported to the medical provider by their supervisor or other management personnel.

The drug screening procedure is explained to the individual and any questions answered by the medical provider or designated representative.

The individual is asked to sign a waiver giving permission to perform the drug screening (Attachment “B” and “B-1”).

The medical provider or designated representative presents the individual with a special, empty, sterile container and the sanitary seal on the container is broken in front of the individual.

The individual is accompanied by a medical provider or designated representative, to a restroom to give the sample in order to prevent tampering with the sample.

The individual’s name is placed on the container and it is placed in a special envelope with the individual’s name written on the envelope.

The sample is left in a special secured place for the lab to pick up.

The lab picks up the sample and places it in another sterile container that only has a serial number on it so the individual is not identified by name.

The drug screening test is conducted on part of the sample, and if it tests positive, a second test, using a different methodology such as gas chromatography/mass spectrogram is conducted to confirm the positive result.

If the tests result in one positive and one negative result, the overall test is considered negative.

In the case of marijuana, the level of the positive test is set high enough to exclude people who have had casual encounter with the drug, such as being in a room where it is smoked by someone else. A test threshold (NAG/ML) for THC, which is the active substance in marijuana, is used as a cutoff, which ensures that someone who registers positive has indeed ingested such a substantial amount of that drug that it precludes inadvertent exposure.

The results of the test are forwarded to the medical provider or designated representative in a written report.

The test samples are retained by the lab for a period of six months so applicants appealing to the Personnel Board have the opportunity to have their sample retested if the Board so directs.