Master Memorandum of Understanding

Roseville Police Officers' Association and City of Roseville

Term of Agreement:
January 8, 2014 – December 31, 2015

CITY OF ROSEVILLE CALIFORNIA

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MASTER
MEMORANDUM OF AGREEMENT

CHAPTER 1. ADMINISTRATION

ARTICLE I. PREAMBLE

This Memorandum of Agreement hereafter referred to as "the Agreement", entered into by the City of Roseville, hereafter referred to as "the City" or "the employer" pursuant to Section 3500, et seq. of the Government Code of the State of California and Resolution No. 72-55 of the City of Roseville, and the Roseville Police Officer's Association, hereafter referred to as "RPOA" or "the Association" has as its purpose the promotion of harmonious labor relations between the City and RPOA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

ARTICLE II. RECOGNITION

Pursuant to the Meyers-Milias-Brown Act, the City recognizes Roseville Police Officer's Association 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. CONTINUATION OF BENEFITS

A. This Memorandum of Understanding is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Memorandum of Understanding. No amendment, alteration, understanding, variation, waiver or modification of any terms of provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties hereto and approved and implemented by the City Council.

B. Terms and conditions of employment as specified in this Memorandum shall remain in full force and effect during the term of this Memorandum unless modified pursuant to the above paragraph.

C. The parties agree that all applicable City Personnel Rules apply to the RPOA except for as expressly provided for herein.

ARTICLE IV. 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 as of the first full payperiod after City Council approval and shall expire December 31, 2015.

ARTICLE V. SEVERABILITY OF AGREEMENT

This Memorandum of Understanding is severable. Should any provision of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequently enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

A. Effective the first full pay period after July 1, 2014, all employees assigned to the classifications listed in Appendix "G" shall receive a base salary increase of 1.5%.

B. Effective the first full pay period after January 1, 2015, all employees assigned to the classifications listed in Appendix "G" shall receive a base salary increase of 1.5%.

C. Proposition 218 Reopener Provision.

As a result of the recent voter approved ballot initiative known as Proposition 218, the City may reopen this contract if the following occurs:

1. The City loses the ability to collect, levy or transfer to the general fund, lighting and landscape assessments (currently $635,000) or the four percent (4%) in-lieu fee from the City's various enterprise funds (currently $3m) and the loss of these revenue sources exceeds $1m; or

2. The Roseville voters by local ballot initiative approve the elimination or reduction of a revenue currently being levied or collected in the amount listed above.

The City and RPOA shall mutually agree to the manner in which reductions in expenditures are obtained to balance the City's General Fund. Any negotiation and implementation period shall not exceed sixty (60) days.

The City will meet and confer over any impacts proposed due to a revenue loss as a result of Proposition 218. The City will also work closely with RPOA to mitigate the impacts of these revenue losses.

In the event the City's other revenues increase or exceed the amount of any lost revenue, levy or transfer to the General Fund, the City shall not reopen the MOU.

D. City and the Roseville Police Officers' Association mutually agree that the salary re-opener provision of the MOU wil not be exercised through the life of this agreement or until December 31, 2012, whichever occurs first.

ARTICLE II. DIFFERENTIAL/TRAINING PAY

Any employee designated by the department in advance to provide formalized training to a new employee (to orient or train) shall receive a five percent (5%) differential in salary for that time served in such capacity. Formalized training programs must be established in order for an employee to be eligible for the training differential pay. In service training does not qualify for the training differential pay. Minimum number of hours required to qualify for the training differential shall be five (5) hours on each occasion.

ARTICLE III. EDUCATIONAL INCENTIVE

A. Employees shall not be deemed eligible to receive such pay until they have successfully completed their one (1) year probationary period.

1. At the discretion of the Chief of Police, employees hired lateraly from other agencies may receive an educational incentive upon hire.

B. The following employees shall receive the following noncumulative monthly educational incentive payments in consideration of the prescribed standards of educational achievement as indicated below:

Police Officer or Police Sergeant - AA Degree from an accedited college or university or POST Intermediate Certificate: 5% of base pay

Police Officer or Police Sergeant - BA degree from an accedited college or university or POST Advanced Certificate: 12.5% of base pay

For the purposes of defining achievement of a certificate, submission of the signed certificate application to California POST shall constitute proof.

C. Educational incentive pay shall not be computed for payroll purposes such that the payment results in a supplement to base salary compensation, particularly where it would have a compounding wage effect upon overtime and acting assignment compensation. Rather, educational incentive payments shall be included in bi-weekly payrolls and shall constitute a form of compensation separate and apart from any other form of compensation.

D. Employees may not receive educational pay for both an AA degree/POST Intermediate Certificate and a BA/BS degree/POST Advanced Certificate; they are not cumulative payments and only one or the other qualifies for payment.

ARTICLE IV. SERVICE TERM BONUS

In recognition of the substantial contribution to the community made by employees as a result of the length of their aggregate City service, the City shall annually award each applicable employee service term bonus pay as indicated below.

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

Service term pay shall be included on each eligible employee's bi-weekly payroll.

The service term pay is to be considered as part of an employee's total compensation. The maximum cost of the service term pay shall be used when calculating total compensation for the purpose of comparing salaries and benefits of the City to other benchmark agencies.

ARTICLE V. COURT APPEARANCE

A. Standby

Employees who are off duty (excluding sick leave days off or Workers' Compensation leave) awaiting court appearance and such appearance is cancelled by the court, shall receive standby pay of two (2) hours pay at their overtime rate. In the event the employee is notified of the cancelled court appearance prior to the end of their last regularly scheduled shift, the employee shall not be entitled to any standby pay. If an employee is scheduled to appear in court within two (2) hours of the time he/she is to report for duty and the appearance is cancelled, the employee will receive standby pay only up to the time he/she is to report for duty. In no way will

the employee's eligibility for standby pay and actual work hours overlap. For multiple same day subpoenas, an employee is entitled to receive standby pay in accordance with this Article when the employee has subpoenas for the morning (0800-1200 hours) and afternoon (1300-1700 hours) and when one or both are cancelled. Standby shall be paid for both subpoenas so long as appearance times do not overlap unless the employee is notified prior to 1230 hours in reference to any cancellation of the afternoon subpoena.

The required notification for this provision shall be one of the following:

1. Notice in person or by telephone to the employee including messages left on telephone recorders or answering devices at the employee's place of residence.

2. Voice mail delivered thirty (30) minutes prior to the end of the employee's last regularly scheduled shift.

B. Off Duty

Employees who are off duty and are required to make a court appearance shall be entitled to a minimum of four (4) hours of overtime pay for court appearances plus thirty (30) minutes of travel time for appearances outside of Roseville. Employees who begin a regular or other work shift within four (4) hours of their required court appearance time will be compensated hour-for-hour for time spent in court prior to the beginning of their work shift. If, during the four (4) hours an employee is required to report to a regular or other work shift, the court pay will terminate. In no way will court time pay overlap with a regular or other work shift. If the court schedules an employee for a second appearance on a subpoena, the employee will receive hour-for-hour pay on the second appearance as long as the court time does not fall within the employees regular work schedule. For multiple same day subpoenas, an employee shall receive four (4) hours of compensation for an a.m. appearance and an additional four (4) hours of compensation for a p.m. appearance so long as court is not cancelled and the court time does not overlap with the employee's regular work schedule. Finally, where there is a separation between the conclusion of the court appearance and the beginning of an employee's regular shift, the employee shall be eligible for four (4) hours of compensation.

C. Employees attending court shall not be compensated for the lunch recess.

D. Employees shall not be eligible for meal reimbursement during or for court appearances except in the case when a court appearance occurs on an employee's day off and the appearance is continued through the court lunch break. In this case the employee may be reimbursed for the actual cost of the meal not to exceed ten dollars ($10.00). Each reimbursement request must be accompanied by a receipt.

E. Employees who are scheduled for DMV telephone hearings are eligible for two (2) hours of compensation at the overtime rate for participating in such hearings that occur outside of their regular-scheduled work shift. To the extent that an employee is required to report to a regular or other work shift, the DMV hearing pay will terminate.

ARTICLE VI. OVERTIME

A. Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. However, no employee may be required to work overtime during any scheduled work week in which he/she is on unpaid status due to disciplinary action. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours as illustrated below:

Employee Work Schedule	Overtime
Eight hours per day, five days per week	Over forty hours in a week (5/8 plan)
Ten hours per day, four days per week	Over forty hours in a week (4/10 plan)
Flex-time approved by the City Manager in writing	Over the prescribed hours per week

Workers' Compensation leave and any Sick leave hours are not to be considered to be hours worked for overtime purposes.

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

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

D. Overtime shall be compensable at the rate of one and one-half times the employee's base hourly rate.

E. Shift Extension. If an employee is called to work early or is worked beyond his/her normal work shift, compensation for overtime shall be calculated in accordance with Subsection C of this section.

F. Shift Change. When an employee is required to work more than four consecutive shifts as a result of a shift change, the employee will be eligible for overtime pay beginning with the fifth and succeeding consecutive shifts worked, for employees on 4/10 schedule. Employees on 5/8 schedule who are required to work more than five consecutive shifts as a result of a shift change, will be eligible for overtime pay beginning with the sixth and succeeding consecutive shifts worked provided the shift change for either a 4/10 or 5/8 schedule results in the employee being off work between shifts for less than twenty-four (24) hours. Shift changes which exceed twenty-four (24) hours and shift changes for purposes of training, shall not be eligible under this provision.

G. Compensatory Time. Compensatory time shall be governed as follows:

1. Permanent and probationary employees may accrue compensation time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half hours for each hour of compensatory time worked.

2. Once an employee has been credited with compensatory time, the employee may not receive payment for the hours accrued unless the employee is separated from City service.

3. Upon separation the employee will be paid at the employee's current hourly rate or average of last three (3) years whichever is higher for the remaining compensatory balance.

4. Maximum accumulation of compensatory time shall be 480 hours.

   a. The City and Department agree that an employee's CTO request will generally be granted, if granting the CTO would not require the department to backfill position at an overtime rate at the time requested. Exceptions would include the July 4th, October 31st, December 31st and other maximum enforcement days created by special events or law enforcement needs in the city as determined by the Chief of Police.

   b. Each shift shall be treated and considered separately.

c. Granting the CTO shift, as set forth in subparagraph 1, shall apply to requests issued after shift bidding. Requests for CTO leave prior to shift bidding shall be granted at the discretion of the Chief of Police or his designee.

d. The employee requesting the use of compensatory time off shall generally be notified as to whether the request has been granted by the end of his/her shift, or within a reasonable amount time thereafter. If an employee requests to use CTO on multiple shifts where other circumstances delay the Department's ability to grant or deny the request immediately, the Department shall notify the officer of whether the request is granted within a reasonable amount of time.

1) If within one year of employee's request, the time off has not been granted, the City shall cash-out the amount of the CTO requested.

e. Supervisors may grant CTO requests at their discretion where granting the leave may require the Department to backfill for overtime. Generally, such requests will be granted where the officer is able to demonstrate a special need for the CTO leave usage, and the use of other available leave types is not practical.

f. The Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required, if the Department is unable to grant the employee CTO leave within fourteen (14) calendar days of the date the leave is requested. If the CTO request is for more than 40 hours, the number of calendar days to provide alternative leave dates shall be extended by 28 days for each additional block of 40 hours.

H. Employees assigned to shift work whose regular work schedule requires work on a holiday shall be compensated at their straight time hourly base rate of pay for performance of work on holidays. Compensation for holidays worked for such employees shall be in accordance to Sections 3.12.150.

I. Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:

1. If an employee works the holiday and does not receive any other scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and-one half the employee's base hourly rate (for the actual number of hours worked on the holiday).

2. If an employee works the holiday and receives another scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of time and one-half the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled work day off within the period of five working days after the worked holiday with corresponding notations upon appropriate payroll reports.

J. In the event the jail is scheduled to be closed due to insufficient staffing levels of correctional officers, emergency OT of sworn personnel who have adequate and current training will be allowed. Management reserves the right to make the determination whether to staff the jail using sworn officers in an overtime capacity or if closing the jail is in the best interest of the department.

ARTICLE VII. STANDBY

The City agrees to the following standby provision concerning represented employees.

A. Standby assignments will be made on a weekly basis. Police Officers and Police Sergeants assigned to a weekly standby (Saturday through Friday) will be compensated at a rate of eleven hours straight time pay per week.

B. Such payment shall be in addition to the overtime payments, which may be payable for call backs, pursuant to City Personnel Rules and Regulations. 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").

C. Employees will be provided a pager and/or cell phone when assigned to standby.

D. Employees will be expected to respond to call backs as soon as possible but within one hour of notification.

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

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

ARTICLE VIII. CALL BACK

Pursuant to Sections 3.12.040 of the City's Personnel Rules call back shall be governed as follows:

All permanent and probationary employees are entitled to a minimum call back pay of two (2) hours at the appropriate overtime rate when said employee is required to return to work after leaving the work site at the end of their scheduled work shift or required to return to work on their scheduled day off. This provision does not apply when (i) employees are required to work beyond their normal work day/shift without having been called to return to work or (ii) when an employee is called in to work prior to the start of their work shift and the employee continues to work into their normal shift without having been released to go home.

ARTICLE IX. TAKE HOME VEHICLE

Employees who live within the boundaries of the attached map and are subject to off-duty call outs as determined by the Chief may take home a City vehicle (Appendix “X”).

ARTICLE X. WORK OUT OF CLASS

Pursuant to Roseville Municipal Code, Section 3.07.090, no employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties formerly assigned to positions in the class, except on a short-term, temporary or emergency basis. However, if a supervisor assigns an employee to work out of class for four hours or more, or one-half shift or more, the employee shall be paid the salary appropriate to that class for the entire day or the entire shift. If an employee is required to work out of class for a substantial period of time, request should be made by the department head either for reallocation of the existing position or for temporary appointment to a position in a more appropriate class. No request for reallocation or temporary appointment shall be considered, however, in situations where work assignment is less than one calendar month's duration.

Compensation shall be five percent (5%) more than the employee’s current salary rate in the lower class.

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 of the higher class.

ARTICLE XI. MOTORCYCLE ASSIGNMENT

During the period in which an employee is assigned to operate a motor driven cycle as a part of the employee's regular duties, said employee shall be permitted to drive such vehicle home, provided the employee's residence is located within the boundaries as contained in Appendix "X".

ARTICLE XII. BILINGUAL PAY

Employees who are certified by the Human Resources Department as Spanish speaking, will be paid $25.00 per month ($11.54 bi-weekly).

ARTICLE XIII. CANINE OFFICER

A. For a City or personally owned canine certified for duty use, the City shall provide food, special food supplements and equipment as outlined in the Canine Operations Manual.

B. The City shall obtain a health plan policy for the dog and shall be responsible for the premium. The health plan selected shall be at the sole selection of the City.

C. The canine handler will receive six (6) hours of overtime pay per pay period for the care and training of the dog. Time in excess of six (6) hours per pay period will not be compensated. Compensation for time worked pursuant to this care may be taken in pay or CTO.

D. For personally owned dogs killed or completely disabled while on duty, the City shall pay the owner the sum indicated below based on the age of the dog at the time of death or disability:

15 months to 5 years	$2,000
over 5 years to 6 years	$1,000
over 6 years to 8 years	$ 500

E. For personally owned dogs injured or disabled while on duty, the City shall pay any veterinary bills or costs incurred by the owner, provided however, in no event shall the City's liability exceed the sum of $1,000.

F. For personally owned dogs, City shall be responsible for injury or death or property damage caused by the dog while it is on duty with owner. City shall have no responsibility for or liability for any injury or death, or any property damage caused by the dog while it is not on duty.

G. For personally owned dogs, dog owner shall defend, indemnify, and hold harmless the City of Roseville Police Department, their officers, agents, and employees, from any or all liability or damages resulting from or arising out of the ownership or use of the dog, except such injury, death or property damage as arises while the dog is on duty. Owner shall maintain a policy of comprehensive general liability, with combined single limits of not less than $1,000,000 per person. Owner shall provide a certificate of insurance, indicating such coverage. The certificate shall provide not less than thirty (30) days prior notice of cancellation or modication. Upon request by City, owner shall provide a copy of the policy.

ARTICLE XIV. PAYROLL ERRORS

A. In the event an error has been made in the payment of an employee's compensation (which may include, but is not limited to salary, overtime, payment or leave accruals), balances or usages, City shall, for purposes of future compensation adjust such compensation to the correct amount, giving written notice to Employee.

B. In the event an employee received an overpayment or underpayment of wages, the City will provide documentation to the employee on the amount of overpayment or underpayment. Upon the written mutual agreement, between the City and the employee, one of the following methods may be selected:

1. Lump sum payment by employee or employer;

2. One-time deduction from usable vacation, compensatory time off (CTO), or holiday leave balances equivalent to the overpayment at the employee's current hourly rate;

3. A repayment schedule through payroll adjustment; and/or

4. Other means, as may be mutually agreed to between the parties.

C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the City pay period three years prior to the date that either City or the employee gives written notice to the other that a payment error has occurred.

CHAPTER 3. LEAVES

ARTICLE I. HOLIDAYS

A. Employees who are allowed to take holidays off shall receive holidays as provided below:

1. The following holidays shall be observed by the City with respect to all employees, except shift employees. For purposes of this section, shift employees (otherwise known as "shift workers") are those employees who are not allowed to take holidays off as they fall.

   a) January 1st (New Year's Day)
   b) Martin Luther King Day
   c) The third Monday in February (Washington's Birthday)
   d) The last Monday in May (Memorial Day)
   e) July 4th (Independence Day)
   f) The first Monday in September (Labor Day)
   g) The second Monday in October (Columbus Day)
   h) November 11th (Veteran's Day)
   i) The day in November appointed by the President of the United States as Thanksgiving Day
   j) The day immediately following Thanksgiving Day
   k) December 25th (Christmas)
   l) Eight hours floating holiday to be taken any time during the fiscal year by employees who have completed at least six months probationary service (pro-rated for part-time permanent employees). The number of floating holiday hours to be credited to a new employee hired after July 1st shall be pro-rated based on the number of full months employed during that year. Employees unable to complete six months of probationary service prior to June 30th shall not accrue or be eligible for any floating holidays that year. The employees and the employee's supervisor shall jointly determine a convenient date.

2. The following non-recurring holidays shall be observed in any year in which they occur: Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday (except Admission Day).

3. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.

B. Employees who are not allowed to take holidays off as they fall (shift workers including detectives) shall receive 110 holiday hours to be credited in advance on July 1st of each year. Employees may submit a request at any time after July 1st for a one-time lump sum of up to forty hours' holiday pay prior to taking time off at straight salary. The balance of holiday hours must be requested by the employee. Payoff for unused holiday hours at the end of the fiscal year will be granted only to employees who have previously submitted and been denied remaining holiday time off (excluding denials requested on holidays) otherwise employees shall lose the balance of holiday hours remaining at the end of the fiscal year (June 30th).

1. All holiday time off is subject to advance approval of the first level management supervisor and department head.

2. 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. Additionally, holidays not taken will have no cash value and will not be paid off for any unused time.

C. The determination of whether an employee is categorized as able to take holidays or scheduled to work holidays for the purpose of holidays shall be based upon the employee's assignment as of July 1st of each year.

ARTICLE II. MILITARY

A. 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 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 calendar days prior to such military duty. Such documentation must be submitted through the department head to the Human Resources Director.

ARTICLE III. JURY DUTY

A. 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, provided the employee endorses to the City that compensation received by the employee for jury duty service. No compensation will be made for jury duty served on days off. Jury duty is not considered time worked for overtime purposes.

B. An employee who is empaneled on jury duty and normally works a night shift will be changed to the day shift for those days required to be on jury duty. If the jury is empaneled for less than eight hours, the employee must report to work for the balance of the shift.

C. 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.

D. 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.

E. Employees compensated by the summoning court jurisdiction for jury duty shall endorse such payments to the City in the same pay period the payment is received by the employee, in order to receive full City compensation as prescribed in Subsection "A". This payment endorsement is to be forwarded directly to the Adminstrative Services Director/ City Treasurer by the employee.

ARTICLE IV. VACATION

Vacation provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.060. It is understood that this section may not be amended without first meeting and conferring in accordance with Government Code 3500 et seq.

ARTICLE V. SPECIAL DUTY

A. Special duty assignments may occur when an employee, who has been injured on or off the job, or who has some other condition, has been medically released for limited work based on specific medical work restrictions. The Risk Management Division will administer this policy.

B. In the case of a non-work-related disability, the City will require the disabled employee to provide the department head with a written request for a special duty assignment and the treating physician's statement of work restriction(s), or a status report specifying the employee's anticipated date of return to full duty.

C. In the case of a work-related disability, the City may require that an employee return to a special duty assignment, should an assignment be available, that meet the medical work restrictions imposed by the employee's treating physician.

D. The department head will determine whether there is a special duty assignment available within the department that meets the work restrictions imposed by the treating physician. If such work is available, the department head will recommend approval of the assignment to the Human Resources Director. The Human Resources Director shall give input as to what constitutes reasonable accommodation for a special duty assignment based on a case-by-case evaluation of such factors as the nature of the employee's disability and work restriction(s), length of disability, and the mutual welfare of the employee and City operations.

E. After receiving the recommendation of the department head and approval of Risk Management, the Human Resources Director may authorize a special duty assignment for an injured employee who is restricted in ability to perform the full range of normal job duties.

F. The department head will notify the employee in writing after receipt of the treating physician's statement of work restriction(s) and approval of the City Manager concerning whether or not a special duty assignment can be accommodated.

G. If a special duty assignment cannot be found within the employee's regularly assigned department, a request to locate an assignment outside of the employee's department may be made to the Human Resources Director.

H. Special duty assignments will be approved in ten (10) day increments, which may be renewed depending on availability of work and the continued disability of the employee. The ten (10) day increment request is required regardless of the anticipated duration of special duty.

I. Special duty assignments are limited to ninety (90) days. Should an employee have a disability that requires accommodation beyond ninety (90) days, a new assignment must be located and approved by the Human Resources Director. The new assignment must involve job tasks/duties which are different from those performed in previous special duty assignments. In no case will a special duty assignment be continued once an employee has reached a Permanent and Stationary status.

J. Special duty shall be limited to three (3) ninety (90) day assignments. Upon completion of the third special duty assignment the employee shall be removed from work until released to return to full duty or deemed permanent and stationary. The employee may use any benefits available to them at that time.

K. 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 VI. SICK LEAVE

Sick leave provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.070. It is understood that this section may not be amended without first meeting and conferring in accordance with Government Code 3500 et seq.

A. General.

The objective of this section is to provide methods of furthering the health and general welfare of City employees, as well as ensuring maximum and reasonable job attendance. Sick leave should not be viewed as a right to be used at the employee's discretion, rather it is a privilege of paid time away from work duties in the event of one of the following circumstances:

1. Actual illness or injury of the employee that occurred away from the job setting, except where such injury/illness occurred in connection with off-duty(outside) employment;

2. The employee's exposure to a contagious disease;

3. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's immediate family member is incapable of independently attending such appointments;

4. Where the employee's medical attention to an immediate family member is required. Immediate family member is defined as the employee's mother, father, husband, wife, son, daughter, or any person living in the employee's immediate household;

5. Emergency leave due to the death or imminent death of family members.

B. Accrual/Use.

Sick leave is accrued by all classified employees on the basis of bi-weekly payrolls. On each day following completion of one (1) month of continuous service, eligible full-time employees shall receive credit for eight (8) hours or one-half of a twenty-four (24) hour shift leave with pay, the total of which shall not exceed twelve (12) days or six (6) shifts in any twelve (12) month period. Sick leave may be used for those purposes listed above. Employees on a modified schedule work assignment shall accrue sick leave on a pro rata basis of hours worked. Maximum accumulation of sick leave shall be unlimited. Employees may be granted sick leave in minimum units of one-half (1/2) hour for those reasons specified in Subsection "A" of this section, provided that such time has been earned. Department heads may require probationary employees to support each incident of sick leave use by verification of an attending physician's statement of bona fide injury/illness. Employees shall not use sick leave for disabilities determined to be job-related, except as provided for in Section 3.12.100, nor shall employees be allowed to use sick leave for the sole purpose of utilizing such accrued time prior to separation from service.

C. Illness/Injury During Vacation.

An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that: immediately upon return to duty, the employee submits to the department head a written request for sick leave, accompanied by a signed statement from the employee's attending physician describing the disabling nature and dates of such illness/injury.

D. Holidays During Sick Leave or Disability.

Observed holiday occurring during sick leave shall not be counted as a day of sick leave or disability, but shall be regarded as the taking of a holiday.

E. Sick Leave for Immediate Family Care.

All regular employees may be granted a maximum of 56 sick leave hours in any calendar year for the required care of immediate family members who are ill, injured, or have a pregnancy related medical need to be attended by the employee.

F. Funeral and Bereavement Leave.

All regular employees may be granted a maximum of 64 hours of sick leave for each such instance to:

1. Attend the funeral of an immediate family member, grandparents, grandchildren, or in-laws.

2. Deal with matters related to the death, or critical illness where death appears imminent of any member of the employee's immediate family.

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

Upon retirement, permanent employees shall be entitled to the payment for accrued sick leave according to the City of Roseville Personnel Rules and Regulations. However, if employee has accrued more than 150 days of sick leave, the city will cash out 70% of employee's accrual up to 200 days (1600 hours). Under this scenario the maximum payoff will by 70% of 1600 hours (1120 hours).

G. In the event of an active employee's death, the beneficiary of the deceased employee shall be paid 100% of the employee's unused sick leave balance at the time of his/her death up to a maximum of 1200 hours of accumulated sick leave.

ARTICLE VII. CATASTROPHIC LEAVE

Employees may voluntarily donate accrued vacation and/or compensatory time off (CTO) for credit to another permanent employee covered by this agreement who suffers a non-industrial related catastrophic illness or 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.

B. A donor employee may voluntarily donate up to a maximum of forty (40) hours of vacation and/or compensatory 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. 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 VIII. DISABILITY LEAVE

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

A. Work related temporary disability. If a permanent employee, other than those entitled to benefits under Section 4850 et seq. of the State Labor Code, is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the first calendar day after the injured employee leaves work as a result of the injury.

B. Following the initial seventy-five (75) days of temporary disability, an eligible employee may supplement their temporary disability payments with available leave balances (i.e., vacation, sick leave), until such balances are exhausted (up to twelve (12) months).

C. During the time of work related disability, an eligible employee will continue to accrue the normal leave, i.e., vacation, sick leave, until such time as their leave balances have been exhausted (up to twelve (12) months).

D. During the period of time of work related disability, the City will continue to contribute its share to the employee's health and dental plan until such time as all leave balances are exhausted (up to twelve (12) months).

E. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed above shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head and Human Resources Director with a copy of the attending physician's report, which shall contain a description of the nature and anticipate duration of the disability, and the employee shall keep the department head and Human Resources Director apprised of the medical condition at intervals prescribed by the Human Resources Director.

F. Employees subject to the provisions of Section 4850 et seq. of the State Labor Code shall not have any portion of their work related disability leave charged against accrued sick leave.

ARTICLE IX. PERSONAL LEAVE TIME

Effective the first pay period of January 2014, or pursuant to Subsection F, below, each full-time employee in the RPOA unit who has completed his/her initial probationary period with the City shall be provided a bank of forty-five (45) hours of Personal Leave Time (PLT). Thereafter, employees shall be provided a bank of 45 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.

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 .86538 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than .86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for hour basis at the employee's regular straight-time hourly rate of pay. 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 .86538 hours per week for the remainder of the calendar year. For example, if an employee is hired on July 1, the employee shall be granted 22.5 hours of PLT upon completion of probation.

F. Effective the first pay period following City Council ratification of this agreement, employees in this unit will be provided with a pro-rata share of PLT covering the period between Council adoption and the remainder of the year.

G. All employees hired prior to January 1, 2014 will not be required to have completed probation to receive this benefit in accordance with the provisions of this section.

CHAPTER 4. RETIREMENT/INSURANCE

ARTICLE I. RETIREMENT

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

1. For CalPERS eligible employees hired prior to January 1, 2013 or to eligible emplooyees hired after January 1, 2013 who qualify for pension reciprocity pursuant to government Code Section 7522.02©, the City agrees to continue its current Public Employees Retirement System contract to provide a 3% at 50 retirement benefit for sworn personnel. The costs of this benefit will be included when calculating total compensation and the survey agencies used for the salary comparisons shall remain the same as listed in Appendix ”Z”.

   Effective June 1, 2013, employees will pay 100% of the member pension contribution, currently nine percent (9%) for employees hired prior to January 1, 2013.

2. CalPERS eligible employees hired on or after January 1, 2013, who do not qualify for pension reciprocity pursuant to Government Code Section 7522.02(c) shall receive the retirement benefit formula of 2.7 @ 57. As required by Government Code Section 7522.30, employees shall have an initial member pension contribution rate of 50% of the total normal cost rate.

B. The City agrees to continue to include the 4th level 1959 Survivor’s Benefits, Sick Leave conversion and the Military Buyback Provisions in the California Public Employee's Retirement System (CalPERS) contract.

ARTICLE II. HEALTH AND WELFARE

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 by the RPOA bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2005, or current employees who laterally transfer or promote into a regular part-time allocated position will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty 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 following City Council approval, or as soon as administratively possible, the City’s maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees Medical and Hospital Care Act (PEMHCA).

C. Cafeteria Plan

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

2. Effective the first of the month following City Council approval, 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 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the agreement to offset medical, dental, vision and LTD premiums for represented employees. 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 following City Council approval, the City agrees to provide a flex plan credit of $168 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, vision or LTD insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these city-sponsored benefits will receive $150 per month.

5. Employees whose spouse or domestic partner is also employed by the City will have the following benefit, provided they are eligible pursuant to personnel rule or memorandum of understanding. Employee one may choose medical coverage. The other employee may opt out of the cafeteria plan and receive an amount equal to the out-of-pocket expense of employee one, at an amount not to exceed the Kaiser medical out-of- pocket expense for family coverage. Employees receiving cash out under this provision shall not be eligible for the opt out provision in Section 4, above. The example below provides the model for the calculation of this provision on January 1, 2014:

Kaiser Plan (Family) Example:	$1,772
City Contribution	- 1,368
Out-of-pocket Cost to Employee	$ 404

In this example, the spouse or domestic partner opting out of the cafeteria plan would receive $404 per month. The amount of the out-of-pocket cost to employees may fluctuate due to medical premium and City contribution increases.

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

D. 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 to include two preventative cleanings per year. Other details of the City's dental benefit are described in the evidence of coverage document. The City reserves the right to select any dental carrier.

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 III. DEFERRED COMPENSATION

The City agrees to maintain a program of deferred compensation for employees listed in Appendix "E" . It is understood that the City is solely responsible for selection of the Deferred Compensation plan and plan administrator(s).

ARTICLE IV. 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.

ARTICLE V. 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 VI. LONG TERM DISABILITY INSURANCE

A. The City agrees to provide a Long Term Disability Program with a waiting period of sixty (60) days; whereupon an eligible employee shall be entitled to receive sixty percent (60%) of their gross monthly salary until age 67 in accordance with the L.T.D. Plan.

B. After disability benefits have been payble for 24 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 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 VII. 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, 2005 (Tier 1):
Employees hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2005, i.e. an employee that retires from the City of Roseville and is eligible for 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.

C. For Employees Hired on or after January 1, 2005 and prior to March 1, 2014 (Tier 2):
Employees hired on or after January 1, 2005 and prior to March 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

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

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

The vesting requirements for post-retirement health benefits will become effective January 1, 2005. Employees hired on or after January 1, 2005 shall be subject to the above post-retirement vesting schedule for health benefits. Employes hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to Janaury 1, 2005. i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution toward their post-retirement health benefits at the same level as full-time regular employees.

Employees hired prior to January 1, 2005 that qualify for post-retirement health benefits shall qualify for such benefits provided for in the City of Roseville/CalPERS Resolution.

D. For employees hired on or after March 1, 2014 (Tier 3):

1. Employees hired on or after March 1, 2014 shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute 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.

CHAPTER 5. SAFETY

ARTICLE I. SAFETY

The City of Roseville agrees that the safety of its employees is of utmost concern and accordingly agrees to make every effort to provide to the extent possible, a safe and hazard free work environment.

ARTICLE II. SAFETY EQUIPMENT

A. All employees shall, as soon as possible after the initial date of employment, receive City furnished safety equipment if desired as follows:

Quantity	Item
1	Service weapon and ammunition
2 sets	Handcuffs
1	Flashlight (rechargable law enforcement type)
1	Pepper spray (OC) and holster
1	Gun belt
1	Holster
1	Handcuff case (single or double issue)
1	Baton strap and ring
1	Cartridge/magazine holder
1	Key ring holder
3	Keepers
1	Soft body armor
1	Rain jacket
1	Rain pants
1	Rain hood
1*	Protective case for gloves
1*	Motorcycle helmet
1*	Set of summer/winter gloves

* Provided to all employees assigned to motorcycle patrol

B. The City agrees to provide newly assigned investigators with the following concealment safety equipment:

Quantity	Item
1 each	Holster
1 each	Magazine holder
1 each	Handcuff case
1 each	Pepper spray (OC) holder as needed
1 each	Radio holder as needed
1 each	Badge holder
1 each	Reinforced belt

C. All safety equipment described above shall be replaced on an as needed basis as approved by the department head or designated authority. New issues will be nylon. City agrees to replace existing leather as needed.

D. All safety equipment described above shall remain the property of the City and shall be returned to the Police Chief upon request or upon the employee's termination of employment.

E. Employees shall continue to be required to adhere to safety equipment specifications, appearance, and maintenance standards established by the Police Department.

F. Personnel on patrol who are issued soft body armor shall be required to wear such when on duty except as otherwise authorized by the supervisor.

CHAPTER 6. WORK HOURS

ARTICLE I. GENERAL WORK HOURS

Except as noted below hours of work provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.010.

A. Employees in the classifications of Police Officer, and Police Sergeant shall be allowed to work a four (4) day work week of ten (10) hours per day when assigned to the following units:

1. Investigations Unit
2. Patrol and Traffic Unit

Youth Services Officers (YSO) are eligible for a flex schedule (ie 9/80) if approved by the Police Chief.

Employees assigned to special duty shall be assigned their normal schedule (i.e. 4/10). However, assignment of days off and or shifts shall be at the discretion of the department.

B. Rest Period. Except as noted below, probationary and permanent employees when required to actually work (does not include standby time, etc.) more than fourteen (14) hours in a twenty-four (24) hour period shall not be required to return to work without at least an eight (8) hour rest period starting from the time released from work. Rest periods as defined are not compensable.

1. Shift Change.
   a. Back to Back Shifts: When an employee is required to work two (2) consecutive shifts as a result of a shift change, the employee shall be given at least eight (8) hours as a rest period to be taken at the midway point of the second shift.

   b. Return Shifts: No employee shall be required to work two (2) shifts during a shift change without being given at least eight (8) hour as a rest period to be taken between shifts.

   c. Change of Shift Hours: Any employee involved in a mandatory change of shift which involves a change in shift starting time of ten (10) or more hours will be given a minimum of at least four (4) days notice.

   These provisions may be waived in emergency situations as determined by the Police Chief or his/her designated authority.

2. Days Off Changes. Except in uncommon situations where it is in the best interest of the City, as determined by the Police Chief or his/her designated authority, employees will be given a minimum of at least seven (7) day's notice prior to a change in days off.

C. F.L.S.A. Work Period. For purposes of the Fair Labor Standards Act, the work period shall be as follows:

14 days (coincides with bi-weekly pay period)

D. Lunch Periods: Employees who work a 4/11 – 3/11 receive forty minute paid lunches. Employees on all other schedules receive thirty-five (35) minute paid lunches. Exception: Employees assigned to special duty will not receive paid lunch.

ARTICLE II. 4/11 – 3/11 SHIFT SCHEDULE

The following constitutes the agreement and understanding between the City of Roseville and the Roseville Police Officer's Association regarding the implementation of a "4/11-3/11" shift schedule and plan for sworn police officers and supervisors assigned to patrol (The "Plan").

The Plan applies only to sworn patrol officers and supervisors.

The Plan will operate under the exemption from overtime provided by section 7(k) of the Fair Labor Standards Act, 29 United States Code section 207(k). The specified work period is 28 days. Consistent with existing pay practice, however, and to provide the officers with a regular recurring source of income more frequently than would be the case should the pay period be extended to 28 days, the parties agree that the pay periods shall continue at the current 14 day intervals.

Under the Plan, the regularly scheduled work day will consist of 11 hours per shift. Except as noted below, in any two week pay period during the 28 day cycle, affected Employees will be assigned to work rotating schedules of four consecutive days worked followed by three days off, which is then followed by three consecutive days worked and four days off. In any two week pay period, the Plan will thus require that affected employees work 44 hours of regularly scheduled time at straight time compensation rates one week and 33 hours of regularly scheduled time at straight time compensations rates in another, or 77 hours worked in any pay period. Employees shall be paid only for hours worked in each pay period. Except as noted below, the total regularly schedule straight-time hours worked during the 28 day FLSA pay period will be 154 hours.

However, the City recognizes that employees have traditionally been permitted to work 80 hours every two weeks and thus would suffer a deficit of three hours at straight-time pay were extra time not permitted to be subsequently made up at straight-time rates. Thus, in order to permit employees to "make-up" for such time, and, to permit the City and Affected Employees to benefit from the ability to have extra regularly scheduled training days and days for special enforcement projects and other extra work, an extra nine hour regular workday shall be scheduled every third pay period. The extra nine hour day shall also be worked at a straight-time rate of pay. The extra day shall be scheduled during a normal day off during that week in the pay period in which the Affected Employees are scheduled to work 33 hours. Accordingly, the days off that week shall be reduced from four to three. Thus, during that 14 day pay period, the Affected Employees shall work 44 hours one week, and 42 hours in another, all at straight time rates. The total regularly schedule straight-time hours worked during this 28 day FLSA period will be 163 hours.

Officers assigned to 11 hour workdays will receive overtime pay at one and one-half times their regular rate of pay for hours worked beyond eighty hours worked in the pay period (or may elect compensatory time off in accordance with the current MOU).

Accrual rates under the current MOU for sick leave, vacation leave, compensatory time, and holiday pay will not be affected by the Plan.

Time off from any regularly scheduled work day will require the appropriate use of vacation, sick leave, or compensatory time on an hour-for-hour basis.

If the officer attends a 40 hour school during his or her 33 hour work week, the officer will receive seven hour of overtime or be granted another day off with the excess time used as travel or study time, or taken in time off. Conversely if the officer attends a 40 hour school during his/her 44 hour work week, the excess four hours could be used as travel or study time, or taken in time off.

All time off will be recorded as the actual time away from work (including sick time). If an Employee is absent for an entire shift, the amount of leave time deducted will be 11 hours. If the leave is during the entire 44 hour work week, the amount will be 44 hours. If the time off fails on the prescheduled extra day, the amount is nine hours.

Meal periods will be a 40-minute paid lunch.

The City will make good-faith efforts to insure that at least four of the extra nine-hour workdays during any one year period are used for training purposes, if the schedule is implemented on an annual basis. The work required on the remaining nine hour days will be at the discretion of the City, and may involve special enforcement, special operations, or other assigned work at the discretion of the City.

Hours paid for workers compensation leave will be paid on an hour for hour basis based upon the officer's shift schedule. Officers on extended workers compensation leave for 28 days or more may be reassigned to a 40 hour work week.

The City retains the right to determine operational guidelines for the implementation and operation of the Plan.

The Association understands and agrees that, to the extent this Agreement conflicts with any existing provision in the current MOU, this Agreement modifies and supercedes any such conflicting provision.

The Association warrants that it believes the Plan to be in compliance with all applicable wage and hour laws and agree that it will not file or maintain or cause the filing or maintenance, or encourage or assist in the filing or maintenance of, any claim, grievance, or cause of action of any kind, in any local, state or federal administrative agency, asserting that the Plan violates federal or state wage and hour laws and /or asserting any entitlement to overtime compensation for hours agreed to be worked at straight-time pay under the Plan and this Agreement.

The Association agrees to indemnify, defend and hold harmless the City and the Police Department and its agents and employees of and from any loss, damage, harm, costs, attorneys' fees, and other expenses which the City may incur or sustain by reason of or in consequence of any allegation, claim, claim for damages, writ, or lawsuit in any forum whatsoever, judicial, administrative, or otherwise, alleging and asserting in whole or in part that the Plan violates federal or state wage and hour laws and/or asserting an entitlement to overtime and/or additional compensation (including liquidated damages and attorneys' fees) for hours worked under the Plan or for negligence in implementing or administering the Plan, including, but not limited to, sums paid or liabilities incurred in settlement thereof or in connection with any judgment entered thereon; costs, expenses and attorneys' fee paid or incurred in connection therewith; costs, expenses and attorneys' fees paid or incurred in enforcing paid or incurred; costs, expenses and attorneys' fees incurred in procuring or attempting to procure a release from liability.

CHAPTER 7. TRAVEL/MEAL EXPENSES

ARTICLE I. OUT OF AREA TRAVEL

When any employee is required to travel beyond a thirty (30) mile radius of the Police Department as the result of a business related function, the following compensation shall be provided:

A. Compensable hours under this provision shall be actual travel time to and from and all hours worked during such assignment. Compensation for such hours shall be governed by the overtime provision of this Agreement.

B. Employees performing such function may be provided the option of use of a City vehicle. Where an employee's personal vehicle is used, the employee shall be reimbursed mileage in accordance with this Agreement.

C. Employees shall be reimbursed other travel related expenses in accordance with this Agreement.

ARTICLE II. BUSINESS AND TRAVEL EXPENSE

The City agrees to reimburse employees for travel expenses in accordance with current City policy except as noted below:

For all reimbursement requests an employee is required to supply receipts verifying expenses. Where receipts are lost or unavailable, the employee is required to supply a statement indicating the amount spent and reasons for the missing receipt(s).

CHAPTER 8. PROMOTIONAL EXAMINATION/SERVICE POINTS

ARTICLE I. SERVICE POINTS

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 Director (Appendix "Y"). 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 II. PROMOTIONAL EXAMINATION

In cases of promotional vacancies in the classification of Police Sergeant:

A. The examination shall be promotional if there exists three (3) or more such permanent employees who meet the City's minimum qualifying standard and who apply by the time the filing deadline for such vacancy.

B. In the event that there are not sufficient candidates as expressed above and the City decides not to hold a promotional exam, the examination will be given on an open/promotional basis. Employees currently employed in the Department shall receive service points as provided by this Agreement.

ARTICLE III. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

A. All appointments to vacancies 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 these rules and the City Charter.

B. Whenever a vacancy 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/her discretion in calling for a new examination in order to secure a sufficient number of persons eligible for certification.

D. Vacancies 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 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 Police Chief upon the occurrence of the next vacancy at the higher level position.

E. The Police Chief 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 Police Chief 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. 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.

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

ARTICLE IV. SALARY UPON PROMOTION

Any regular employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new salary range which represents at least a ten percent (10%) increase over the employee's current step. In the event that the new range does not have a step that is at least 10% higher than the employee's current range the employee shall be assigned to the highest step in the range. An employee thus promoted is therefore assigned a new salary anniversary date effective on the date of promotion.

CHAPTER 9. GENERAL ISSUES

ARTICLE I. LEAVE REDUCTION

Pursuant to Section 3.16.030 of the City's Personnel Rules:

A. Disciplinary suspensions may be administered by reducing an employees's vacation, compensatory time and/or holiday time by up to forty (40) hours. Reductions of time in excess of forty (40) hours must be with the approval of the employee. If the employee refuses reductions beyond forty (40) hours, the department head may choose another form of discipline to supplement the leave reduction. In no instance shall the chosen discipline combined with the leave reduction exceed the discipline proposed.

B. An employee who has forfeited previously scheduled time off may substitute other forms of accumulated time off to enable him/her to take the previously scheduled time off.

ARTICLE II. UNIFORMS

A. Employees shall be provided uniform replacement and maintenance in lieu of a uniform allowance. The City shall, as needed, supply replacement uniforms.

1. Uniform Items:

   a. Uniform badge/cap badge
   b. Trouser (3)
   c. Shirts (3) each long sleeve, short sleeve
   d. Tie
   e. Ball Cap
   f. Jacket with a zip out liner
   g. Appropriate Patches
   h. *Breeches (3)
   i. *Motorcycle boots
   j. *Summer/winter gloves

   *Motorcycle Patrol only

2. Each new hire shall be issued the following complete sets of all uniform items in accordance with the above:

a.	Police Officer	3 sets
b.	Police Sergent	3 sets

B. The City shall provide a pick up and delivery service to the Police Department at a minimum of two days per week.

C. The Police Chief may approve additional cleaning when appropriate.

D. The City agrees to replace or repair required equipment lost or damaged in the line of duty, except that there shall be a limit of one hundred dollars ($100) on replacement of a watch. No other personal items will be replaced or repaired.

E. Employees assigned to the Investigation Division or V-NET shall receive $200 per year clothing allowance to be issued after the first shift change in January of each year of this agreement. Officers assigned to the Investigation Division for a six-month assignment will be eligible for $100 in clothing allowance payable at the shift change in January or July. Clothing used by the Investigators/V-NET in their assignment shall be cleaned as part of the City's existing uniform

cleaning program. The City agrees to replace or repair Investigators/V-NET clothing which is damaged in the line of duty.

F. Professional standards sworn personnel will have their choice of the $200 per year clothing allowance or a City issued uniform as described above.

G. The City of Roseville and the Roseville Police Officers Association (RPOA) agree that sworn personnel may purchase and maintain Battle Dress Uniforms (BDU's) and wear them as their regular uniform. The BDU must be a brand, style and color authorized by the Chief. BDU's will be cleaned by the City in the same manner as other uniforms.

ARTICLE III. DISCIPLINE

The discipline of City of Roseville employees, including Roseville Police Officer Association (RPOA) members, may be by written reprimand, suspension, demotion, discharge or other actions not inconsistent with the provisions of the City Charter, and is governed by Article VIII of the City Charter, Section 8.04 Personnel Rules, Subsection (i), and Roseville Municipal Code section 3.16 and applicable law including Government Code Section 3300 et. seq.

Roseville Municipal Code Section 3.16.020 provides details regarding the Causes for Discipline and Section 3.16.030 outlines the Types of Discipline available. Should the performance of an RPOA member warrant some form of discipline, the type and imposition of discipline will be governed by the Roseville Municipal Code and applicable law including Government Code Section 3300 et. seq.

ARTICLE IV. EDUCATIONAL REIMBURSEMENT

Employees may be reimbursed for the tuition and fees connected with approved job related educational courses up to $250 per course, not to exceed $750 per year. The cost of books is not covered in this agreement. The employee will submit the request for reimbursement to the Police Chief, who will accept or reject the request. The request must be made before the class has been completed. The request will then be forwarded with his recommendation 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 has established a $6,000 educational reimbursement fund to be administered by the Human Resources Department. Once the fund balance is depleted, no further reimbursements will be approved.

ARTICLE V. NO SMOKING POLICY

Sworn employees hired after 1985 must be tobacco free and cannot use tobacco products on or off duty.

ARTICLE VI. PHYSICAL FITNESS PROGRAM

The City of Roseville and the Roseville Police Officers' Association agree to continue the Physical Fitness Program for all sworn officers to participate in a one-hour exercise regime on duty every workday.

A. The Program

1. Patrol's sworn staff will exercise on duty for one hour at the beginning of shift, four days a week, unless calls for service require additional patrol. The watch commander will determine daily participation.

2. Specialized units (YSO, Investigations, Traffic, NPU) will have the option of when to exercise depending on schedules. Each unit's manager or supervisor will determine exercise schedules and daily participation.

3. All sworn employees must exercise for approximately 40 minutes, be in uniform and report for duty in the one-hour period when the time is allotted. Overtime will not be authorized due to exercise time.

4. A Fitness Committee comprised of the Risk Manager, the Police Department's Personnel and training analyst, a contract fitness coordinator, the RPOA President and three sworn employees designated as fitness advisors (NSCA certified) will oversee the program and periodically report to the Chief of Police. It will be the analyst's job to facilitate the program, including generating health bulletins for employee motivation and information, ensuring maintenance of the gym equipment, collecting and reporting data to validate the program, etc. It will be the committee's responsibility to meet on a semi-annual basis to review the progress of the program, make recommendations and assist in the implementation of the program.

5. The contract fitness coordinator will continue with a renewable contract and will be responsible for the following: conducting annual fitness assessments on all sworn personnel, keeping all medical information confidential, providing an exercise prescription for each employee, collecting and reporting department data, and being available for a minimum of six exercise periods per month for consultations. In addition to the items above, the fitness coordinator will notify the department and Risk Management of any employee whose fitness for duty may be in question. An employee so identified will then be referred to a city doctor for a fitness for duty exam.

6. Employees who participate in the fitness program as fitness advisors shall provide technical assistance to employees in the proper use of the fitness equipment. Fitness advisors shall not be provided medical information on any employee other than him/herself. An exception to this would be if an employee supplies the information and requests an interim fitness assessment by an advisor. The fitness advisors may receive guidance from the Fitness Coordinator in establishing an employee's fitness program.

7. Each employee will receive an annual health assessment and exercise prescription before exercising on duty. The fitness coordinator will be the only individual who will have access to the personal medical information of members. The fitness coordinator will maintain the information on a computer disk, which will not be disclosed absent court order. The assessment will consist of the following:
   a. 12-hour fasting lipid blood panel (cholesterol, HDL, LDL, Blood glucose and triglycerides results)
   b. Body weight and height
   c. Resting and exercise blood pressures
   d. Resting and exercise heart rates
   e. Body fat skin calipers
   f. Muscle fitness (flexibility, strength and endurance) tests

8. Should an employee present two or more of the following factors; is a smoker, has high cholesterol, obesity, diabetes, hypertension or high HDL, indicating a health condition which could conflict with the employee's physical ability to participate in the fitness program, the employee will be referred to the employee's treating physician. The coordinator will provide the doctor with a letter listing his concerns, a copy of the job specification of a police officer as well as a list of possible fitness activities and available gym equipment. The employee will be required to provide to the fitness coordinator medical clearance from the treating physician indicating that the employee is physically capable of participating in the fitness program. Should the employee fail to provide medical clearance within seven days from the date of referral or should the employee's treating physician indicate that the employee is not physically capable of participating in the fitness program, the fitness coordinator will notify the Department. The City may then

refer the employee for fitness for duty evaluation to ascertain the nature and extent of the employee's limitations.

9. Should the fitness coordinator have serious concerns about an employee's ability to perform his/her duties as a police officer due to the existence of three or more factors listed above, the department and Risk Management will be notified and a decision made whether a fitness for duty evaluation is necessary.

10. Exercise prescriptions will be developed as a cooperative effort between the employee and the fitness coordinator. There shall be no minimum levels of fitness. Each employee will be required to participate in good faith in the fitness program. The failure to participate in good faith may subject the employee to disciplinary action. Upon request to the fitness coordinator, a copy of an employee's exercise prescription may be obtained for supervisory purposes.

11. No competitive sports are allowed while on duty. Walking and running outside the building is allowed on pre-determined routes. Employees walking or running at night must wear a reflective vest.

12. Employees will be allowed to ride their bicycle for their 40 minute workout time. The employee must ride their bicycle on a pre-determined route. Employees riding during hours of darkness must have a headlight and taillight on their bicycle.

B. Program Validation

The program will be measured by change or improvement in the overall employees' fitness level. This will be measured in a number of ways:

1. Annual fitness assessments will be performed on all employees for the purpose of validating the program as well as monitoring individual fitness. The fitness coordinator will provide a statistical analysis on the fitness level of the overall employee population. Such information will not be provided in any manner that identifies any particular employee.

2. Risk Management will monitor the number and types of injuries and related costs. Sick leave usage will also be evaluated and compared to previous years.

3. Costs associated with the fitness program will be tracked.

4. Information will be collected and monitored by the Fitness Committee. Reports and recommendations will be forwarded to the Chief of Police on an annual basis. The program's continuation will be based upon the benefits received equally by the City, Police Department and it's employees.

C. Gym Equipment and Usage

Sworn officers exercising on duty will have priority use of the exercise equipment and shower facilities.

D. Other Issues

1. Non-participation by an employee will be addressed as any performance issue, through progressive discipline.

2. Serious health risks may be identified through the assessment process that may preclude an employee from doing their job safely. In this case, the employee will be referred for medical attention and may be required to undergo a fitness for duty evaluation.

ARTICLE VII. CLASS B COMMERCIAL DRIVER'S LICENSES

The City of Roseville and the Roseville Police Officer's Association (RPOA) agree that Police Officers and Police Sergeants may volunteer to obtain their California Class B commercial driver's license in order to operate department commercial equipment. It is further agreed that the City will incur employee expenses related to obtaining and maintaining the license (physical and Department of Motor Vehicles fees).

Employees who obtain commercial driver's licenses will be subject to the City of Roseville Drug and Alcohol policy including the provision that provides for random drug testing per the Department of Transportation.

Employees will not receive additional compensation for possession and use of the commercial driver's license.

CHAPTER 10. ASSOCIATION/CITY ISSUES

ARTICLE I. ACCESS RIGHTS

Any representative of RPOA shall give notice to the Police Chief before contacting departmental employees on City facilities during the duty period of the employees, provided that solicitation for membership or other RPOA business shall be conducted during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made, and when made shall continue until revoked by the Police Chief.

ARTICLE II. BULLETIN BOARD

RPOA shall have access to employee association bulletin boards. Any new materials posted must be dated and initialed by the RPOA representative/officer responsible for the posting. The City shall provide reasonable bulletin board space for the use of RPOA and the City located in the day room. RPOA shall designate one individual who shall be the liaison with management regarding the usage of association bulletin boards.

RPOA agrees that no materials shall be officially posted which are in violation of existing laws or which exceed constitutional parameters, and further agrees to remove as soon as possible any such materials which have been posted without RPOA authorization.

ARTICLE III. USE OF CITY FACILITIES

A. The City shall continue to permit use of certain facilities for RPOA meetings subject to the operating needs of the employer and Section 3.17.120 of the City's Personnel Rules.

B. RPOA shall have access to the internal department mail boxes and electronic mail for distribution of RPOA employee relations and association materials for all its unit members.

C. RPOA representatives/officers shall have reasonable access to City telephones for local employee relations (including Sacramento area) calls as approved by their immediate supervisors. Access to phones shall not be unreasonably denied and use of the phones shall not be disruptive to the employee's work performance.

ARTICLE IV. ORIENTATION

The City shall, during orientation of new employees, provide to each new unit member a copy of the M.O.U. and a list (provided by RPOA) of RPOA officers and representatives for future contact.

ARTICLE V. ASSOCIATION RELEASE TIME (LEAVE OF ABSENCE)

Pursuant to Section 3.12.130 of the City's Personnel Rules, employees are entitled to leaves of absence in accordance with said section for purposes such as, but not limited to, association matters, adoption, education, pregnancy, childbirth, recovery therefrom, or care for the newborn child. The City shall make every effort to accommodate requested leaves.

ARTICLE VI. REPRISALS

In accordance with Section 3.17.110 and 3.17.150 of the City's Personnel Rules, the City and RPOA shall not impose or threaten to impose reprisals on employees to discriminate or threaten to discriminate against employees or otherwise interfere with, restrain, or coerce employees because of the exercise of their rights guaranteed by the Meyers-Milias-Brown Act, the Agreement, and all applicable sections of the California Government Code.

ARTICLE VII. CONCERTED ACTIVITY

A. During the term of this Agreement, neither RPOA or its agents or any Bargaining Unit employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, or any other action which precludes the City from carrying out its functions or obligations.

B. RPOA agrees to notify all of its officers, stewards, and staff of the obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any job action initiated by others.

ARTICLE VIII. MANAGEMENT RIGHTS

Pursuant to Section 3.17.030 of the City's Personnel Rules all rights are reserved to the City, except as abridged by this Agreement.

ARTICLE IX. NON-DISCRIMINATION

The RPOA hereby certifies that it has no restrictions on membership based on race, color, creed, sex, handicaps, national origin or political affiliation.

ARTICLE X. GRIEVANCE PROCEDURE

Pursuant to Chapters 3.23 and 3.24 of the Personnel Rules and Regulations, the following provision shall govern the grievance procedure for this Agreement.

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 chapter 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 Grievance.

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 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 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 Grievance.

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 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 calendar days of the receipt of the grievance.

2. The decision of the City Manager as prescribed in "1" above shall be final and binding for all grievances except as noted in "3" below.

3. A grievance that claims an employee has been unfairly treated due to an alleged improper application of (i) a departmental regulation or; (ii) any expressed terms(s) of this Agreement may be appealed to the Personnel Board as provided by Subsection D below.

D. Administrative Appeals.

1. Within five working days after the decision by the City Manager regarding a formal grievance, an employee may file a written administrative appeal to the Personnel Board with the Human Resources Director. Such written administrative appeal shall, at minimum, contain the following information:

   a. The name and classification of the employee;

   b. The name, address, telephone number, and organizational affiliation, if any, of any representative of the employee;

   c. A copy of the formal grievance papers filed with the department head and the City Manager and their written responses;

   d. Any other relevant information or documents the aggrieved employee wishes to submit.

2. The Human Resources Director shall arrange for a hearing before the Personnel Board within forty-five calendar days. The employee may request in writing that the date of hearing be postponed beyond forty-five days; or such date may be extended at the request of the Personnel Board Chairperson.

3. The Human Resources Director shall provide at least five days' written notice of the date, time, and place for hearing to the employee (and representative, if any).

4. Selection of Hearing Officer. The City agrees to request a list of seven (7) arbitrators from the State Mediation Service to serve as advisor to the Personnel Board. The Association and City shall alternately strike names, the City striking first, until there is an advisor selected. The cost of such advisor shall be borne by the City.

ARTICLE XI. AGENCY SHOP/FAIR SHARE FEE

A. Pursuant to Government Code Section 3502, beginning no later than thirty (30) days after employment, all probationary/regular employees in the bargaining unit shall elect one of the following:

1. Become a member of RPOA and pay dues; or

2. Pay to RPOA a fair share fee in an amount to be determined by RPOA.

B. It is recognized that RPOA has a duty to provide fair and equal representation to all employees of the bargaining unit, whether or not they are members of RPOA.

C. RPOA agrees that the City of Roseville shall be held harmless against any liability arising from any claims, demands, or other action related to the City's compliance with the obligations contained in Government Code Section 3502.

D. Upon receipt of a written statement from a bona fide/recognized religious organization, which has as part of its canons or principles the objection to union support, City shall deduct a charitable contribution to equal the Agency Fee. The employee may select a Charity from the Roseville Employees Annual Charitable Hearts (REACH) Campaign. Said Charity to be a non-religious, non-labor charitable organization that meets the IRS 501(c)(3) exemption from taxation requirement.

ARTICLE XII. DUES DEDUCTION

A. The City agrees to deduct and transmit to RPOA all dues deductions and other lawful deductions authorized on a form provided by RPOA. Such authorized dues deductions shall be remitted monthly to RPOA along with an adequate itemized record of deductions. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.

B. A written authorization for RPOA dues deductions in effect on the effective date of this agreement shall continue in full force and effect during the life of this agreement.

C. The amount of membership dues shall be set by RPOA. RPOA agrees to notice all affected employees any time there is a change in membership dues at least thirty (30) days prior to the increase. This shall not apply to any increase in service fees or premiums for professional services, insurance or affiliation costs. All dues deduction increases shall become effective the first of the month following written notification to the City Finance Director.

D. RPOA agrees to keep an adequate record of its financial transactions and shall make available annually to the City and to employees who are RPOA members, within sixty (60) days after the end of the fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of RPOA.

E. The City agrees to provide to RPOA on a monthly basis a payroll dues deduction report.

F. The City agrees to provide on a quarterly basis a list of all employees entering and leaving the unit.

G. The City agrees to provide, on a quarterly basis, a list of all employees in the unit.

H. All members hereby authorize automatic increases in payroll deductions as a result of approved dues increases during the term of this Agreement as provided in Subsection C.

ARTICLE XIII. SENIORITY

A. Seniority in the Police Department is established by continuous time served in class. When two or more employees within the same class have identical service and appointment dates, the employee with the higher position on the City eligibility list from which the appointments were made is deemed to be the senior.

Individuals who are demoted, whether voluntarily or involuntarily, shall have all time served in the higher rank within a class series counted for purposes of seniority.

B. Seniority list placement qualifies an employee for shift, team, vacation, and day's off preference.

C. Shift Bidding: Employees shall be permitted to bid for shift/days off/team on the basis of seniority.

1. Bidding shall take place every six (6) months and shall be completed thirty (30) days before the start of the new shift.

2. Police Sergeants shall bid their shift prior to officers placing their bids.

3. K-9 handlers shall be allowed to bid for available K-9 shifts.

4. When a vacancy in a shift occurs during the interim of a shift period (after bidding has occurred for the six month period) the department may fill that vacancy with another employee of their choosing for the remainder of the shift period. In the event the vacancy or temporary assignment extends to the next shift bidding period, the absent employee may personally bid or may relinquish their seniority status for the purpose of shift bidding

5. Once probationary employees have completed the Field Training Officer (FTO) phase, they are assigned to a shift on the basis of seniority. From time to time it is necessary to reassign a probationary employee to other shifts for purposes of evaluation or training. Such transfer of a probationary employee may necessitate the temporary transfer of other employees to different shifts. These transfers will be of relatively short duration, and reasonable notice will be give to all affected employees.

ARTICLE XIV. PERSONNEL FILES

The City shall maintain two (2) personnel files on each employee, a permanent file in the Human Resources Department and a departmental file. The personnel files shall be maintained at a location identified to each employee. Upon request by an employee, the employee and/or his/her authorized representative may review the personnel files during regular office hours except where denial of access is authorized by statute. No other personnel files other than that permitted by this provision may be kept on an employee. Information contained in an employee's personnel file shall be confidential and available for inspection only to authorized management personnel and the supervisor of the employee; except, however, that information in an employee's personnel file may be released pursuant to court order, subpoena, or with a release signed by the employee. The department shall notify the employee of the existence of such court order, subpoena, or a motion for court order to gain access to the personnel file prior to the release of any information. No material which relates to the employee's conduct, attitude, work performance, or service will be included in his/her personnel file without being signed and dated by the author of such material. Before such material is placed in the employee's file, the department head or designated authority shall provide the employee the opportunity to review the material and sign and date it. A copy of such material shall be provided to the employee. The employee shall have the right to insert in his/her file within thirty (30) days of the employer placing an item in the file, supplementary material and a written response to any item in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

Retention of Materials.

Internal affairs investigations shall be kept in a separate file under complainant's name and shall be purged and destroyed after five (5) years. All personnel records dealing with disciplinary actions that affect payroll, leave balances, etc., personnel transaction forms, and voluntary-nonvoluntary deduction forms shall be maintained permanently. All other information shall be destroyed after five (5) years from the date filed. Written reprimands shall be destroyed after five (5) years if no further discipline or similar reprimands have been filed within the five (5) year period. If there are other similar documents on file, the written reprimands cannot be destroyed until five (5) years after the most recent occurrence.

Counseling memos are considered to be part of the performance evaluation process and can be included in the evaluation document at the supervisor's discretion.

ARTICLE XV. EMPLOYEE RELEASE TIME

A. The City recognizes and agrees to deal with designated representatives of RPOA on all matters related to grievances.

B. A written list of all RPOA representatives shall be furnished to the City immediately after their designation and RPOA shall notify the City promptly of any change of representatives.

C. An aggrieved employee shall be allowed reasonable release time for the purpose of attending administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.

D. Upon request of an employee an RPOA representative shall be allowed reasonable release time for the purpose of representing the employee in all administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.

E. Employee release time hours are not to be considered to be hours worked for overtime purposes.

F. Employees are entitled to representation in accordance with the provisions of this Agreement and Government Code section 3300 et seq.

G. The City and RPOA agree to continue an RPOA Time Bank for use by employees for the sole purpose of performing or conducting association business subject to the following conditions:

1. RPOA members must donate one hour each year of vacation hours from an association member's accrued leave balance for such hours. Such donation shall be non-revocable and not returnable to the employee. Donations will be allowed only during January of each year.

2. The maximum number of hours any member shall donate is one (1) hour per year. Any remaining unused hours in the time bank on December 31st shall be carried over into the next calendar year. The maximum number of hours that can be accrued is two hundred (200). In the event that the number of RPOA represented employees exceeds 100, the maximum annual accrual will be increased by two hours for each additional employee.

3. Time bank hours shall not be used without prior approval of RPOA representatives. All time submitted to payroll for reimbursement from the bank must have RPOA and department approval. The Human Resources and Finance Departments will be responsible for processing the appropriate donation forms and any payment(s).

4. RPOA members assume any tax liability for being assessed vacation or CTO hours and/or using Time Bank Hours. Hours donated to association members shall not be considered time worked for overtime, retirement or any other benefit purpose. However, any donated hours will be subject to applicable state and federal payroll taxes.

ARTICLE XVI. INTERNAL AFFAIRS INVESTIGATIONS

The City will conduct internal affairs investigations of police department personnel as expeditiously as possible. In the event that the investigation takes over 60 days to conclude the department will provide a status report to the employee.

The terms January 8th 2014, by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

CITY OF ROSEVILLE

Ray Kerridge
City Manager

Timothy L. Davis
City Chief Negotiator

Lisa Achen
Member, Negotiation Committee

Captain Stephan Moore
Member, Negotiation Committee

ROSEVILLE POLICE ASSOCIATION

John Noble
RPOA Negotiations Representative

Michael Anderson
Member, Negotiation Committee

Patrick Ganguet
Member, Negotiation Committee

William Kanada
Member, Negotiaiton Committee

Phillip Mancini
Member, Negotiation Committee

Kelby Newton
Member, Negotiation Committee

Jerry Wernli
Member, Negotiation Committee

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APPENDIX "G" – SALARY SCHEDULE

Appendix G

CITY OF ROSEVILLE
SALARY SCHEDULE

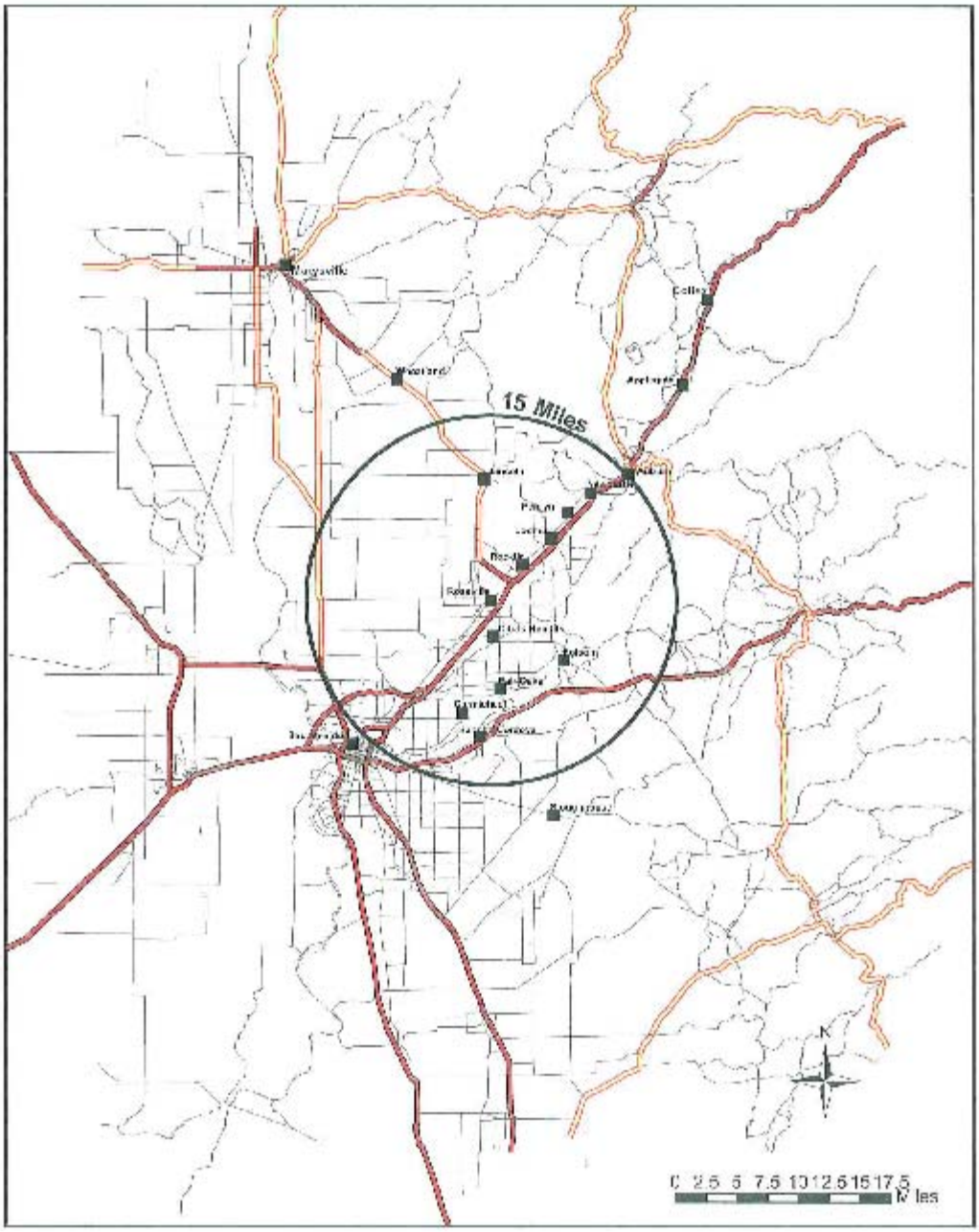
Effective Date: 12/29/2012

RPOA

Job Code	Title	Step	Hourly	Bi-weekly	Monthly	Annual
5430	POLICE OFFICER					
		STEP A	27.0348	2162.78	4686.03	56232.38
		STEP B	28.3867	2270.93	4920.36	59044.33
		STEP C	32.2546	2580.36	5590.79	67089.56
		STEP D	33.7449	2699.59	5849.11	70189.39
		STEP E	35.3097	2824.77	6120.34	73444.17
		STEP F	37.0752	2966.01	6426.36	77116.41
		STEP G	38.9289	3114.31	6747.67	80972.11
5470	POLICE SERGEANT					
		STEP A	35.6011	2848.08	6170.85	74050.28
		STEP B	37.3814	2990.51	6479.44	77753.31
		STEP C	39.2503	3140.02	6803.38	81640.62
		STEP D	41.213	3297.04	7143.58	85723.04
		STEP E	43.2736	3461.88	7500.75	90009.08
		STEP F	45.4373	3634.98	7875.79	94509.58
		STEP G	47.7091	3816.72	8269.57	99234.92

APPENDIX "X" – TAKE HOME VEHICLE DISTANCE

Take Home Vehicles
Distance Map



APPENDIX "Y" – CLASS SERIES SENIORITY

POLICE SERGEANT
POLICE OFFICER

APPENDIX "Z" – AGENCIES USED FOR SALARY COMPARISONS

Davis
Fairfield
Folsom
Lodi
Modesto
Placer County
Redding
City of Sacramento
County of Sacramento
Vacaville