# Master Memorandum of Understanding

Roseville Firefighters Association and City of Roseville

**Term of Agreement:**

November 20, 2013 – December 31, 2014

CITY OF ROSEVILLE CALIFORNIA

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# MASTER MEMORANDUM OF UNDERSTANDING

## CHAPTER 1. ADMINISTRATION

### ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU) relates to issues within the scope of representation existing between the CITY OF ROSEVILLE, CALIFORNIA, and the ROSEVILLE FIREFIGHTERS, LOCAL 1592, and those employees occupying the classes listed in Appendix "A", attached hereto.

### ARTICLE II. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provisions of Section 3500 et seq. of the Government Code of the State of California, and Chapter 3.17 of Roseville Municipal Code in that the Employer-Employee representatives who have executed this MOU did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

### ARTICLE III. RECOGNITION

The City hereby confirms its prior certification of the Union as the recognized employee organization for the employees in the Fire Department Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the Union on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

### ARTICLE IV. CITY COUNCIL APPROVAL

It is the mutual understanding of the parties that this Memorandum of Understanding is of no force or effect until submitted to, and accepted by, the City Council.

### ARTICLE V. CONTINUATION OF BENEFITS

Except as otherwise provided herein, this Memorandum of Understanding does not modify existing benefits contained in the current salary resolution and other compensation benefits, or in the Personnel Ordinance. Such benefits as remain unmodified shall continue in full force and effect throughout the term of this MOU.

### ARTICLE VI. TERM 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 ofNovember 20, 2013 and shall expire December 31, 2014. Should either party desire to commence the Meet and Confer process for the next subsequent Memorandum of Understanding, they shall notify the other in writing no earlier than one hundred twenty (120) days prior to the expiration date of this MOU, and the Meet and Confer process shall begin no later than ninety (90) days prior to the expiration date of this MOU.

## ARTICLE VII. VALIDITY OF MEMORANDUM

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

## ARTICLE VIII. MANAGEMENT RIGHTS

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

1. To manage the City generally and to determine the issues of policy.

2. To determine the existence of facts which are the basis of management decisions.

3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.

4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.

8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City, except where such contracts for service would be for the purpose of work force reductions.

9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith consultation.

10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.

11. To establish and modify productivity and performance programs and standards.

12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.

13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees in accordance with applicable policies and codes of the City.

14. To hire, transfer, promote, and demote employees for nondisciplinary reasons in accordance with applicable policies and codes of the City.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees in accordance with applicable policies and codes of the City.

16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.

17. To maintain order and efficiency in City facilities and operations.

18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention with the Personnel Rules and Regulations or this MOU.

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

20. To take any and all necessary action to carry out the mission of the City in emergencies.

B. No neutral third party, including the Personnel Board, shall have the authority to add, delete or otherwise modify any provision of these management rights, authorities, or functions, but shall be limited to matters of interpretation only.

C. The management rights shall not remove or limit the right of any classified employee to exercise grievance procedures.

# CHAPTER 2. COMPENSATION

## ARTICLE I. SALARIES

Salary Increase:

A. Effective the first full pay period in July, 2014, all employees shall receive a 2% general salary increase.

B. Employees in the classifications of Fire and Environmental Safety Inspector I/II, Fire Inspection Supervisor, Fire Inspector I/II and Hazardous Material Inspector shall receive a one-time distribution of $500.00 effective the first full pay period following City Council approval of MOU.

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

1. General Fund revenue declines, or is projected to decline, by two percent (2%) or more in one year or one percent (1%) per year over two years. The contract can be reopened only after: a) closing out the previous fiscal year, b) receiving County property tax projections for the current fiscal year, and c) the Finance Department revising revenue projections for the current fiscal year based on a) and b).
2. General Fund expenses increase by two percent (2%) or more, with no offsetting increase in revenue, based on the unfunded mandate of the State of California or an agency of the State.
3. The Roseville electorate, by local ballot initiative, approves a limitation to the salaries of Roseville management employees.

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

## ARTICLE II. OVERTIME (Refer to Section 3.11.070, Personnel Rules)

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

| | Employee Work Schedule | Overtime |
|---|---|---|
| 1. | Eight hours per day, and forty hours per week (5/8 plan) | Over eight hours per day five days per week |
| 2. | Ten hours per day, four days per week (4/l0 plan) | Over ten hours per day and forty hours/week |
| 3. | Twenty-four hours per shift (56 hour workweek) | Over twenty-four hours per shift. For shift extensions (see subsection E) |
| 4. | A flex-time schedule approved by the City manager in writing | Over the prescribed hours per day and forty hours/week |

B. Overtime in excess of eight minutes or more shall be compensable and shall be rounded to the nearest fifteen minutes

C. Overtime shall be compensable at the rate of one and one-half times the employee's base hourly rate except as noted in Subsection "E" of this section.

D. Employees in the Fire Service who work a twenty-four hour shift shall be compensated as follows for overtime worked:

1. Emergency Overtime. Emergency overtime shall be compensated at double the employee's normal hourly rate. "Emergency Overtime" is defined those calls in which the employee is called back to work on their normal day off to fight a fire, assist in a hazardous spill, assist at a major accident scene, or any emergency classified as an “All-Call.”

2. Regular Overtime. Regular overtime shall be compensated at one and one-half the employee's normal hourly rate. "Regular Overtime" is defined to include all extra shift assignments, special assignments and other assignments not specifically mentioned in Subdivision 1 of this subsection. Emergency calls during an extra shift assignment shall be compensated at the regular overtime (one and one-half) rate.

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

4. Holidays, sick leave, compensatory time off, vacation leave and floating holidays are considered time worked for the purposes of computing overtime. F.L.S.A. computations (for 24 day work cycle) will not include holiday, sick leave, CTO, vacation and/or floating holidays as time worked.

5. Workers' Compensation leave, leave without pay requested by the employee, suspension or disciplinary action and a short week worked by a new employee shall not be considered as time worked for the purpose of computing overtime.

6. No employee may be required to work overtime during any scheduled work week in which that employee is on an unpaid status due to disciplinary action.

E. Compensatory Time. Compensatory Time shall be governed as follows:

**Operations Staff**

1. Subject to FLSA regulations, permanent and probationary operations employees may, with the prior approval of their supervisor, accrue up to 144 hours of compensatory time off in lieu of overtime pay. The accrual rate of compensatory time shall be straight time for each hour of compensatory time worked.

2. Once an employee has been credited with compensatory time, one time per year the employee may request to receive a lump sum payment at one and one half (1 1/2 ) the hourly rate for the hours accrued.

3. Compensatory time off hours which are not used or cashed out by December 31 will be forfeited by the employee.

4. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or be paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.

**Prevention Staff**

1. Permanent and probationary prevention employees may, with the prior approval of their supervisor, accrue compensatory time off in lieu of overtime pay. The accrual rate of compensatory time shall be one and one half hour (1 ½) for each hour of compensatory time worked. Prevention staff are entitled to the annual lump sum cash out of a maximum of 144 hours at straight time.

2. 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.

3. Fire prevention employees may not exceed 480 hours of accumulation at any one time on the City's payroll system.

4. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or be paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.

F. Employees assigned to shift work in the Fire Department 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.

G. 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 (5) working days before to five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

## ARTICLE III. EMERGENCY WORK HOURS AND DUTY ASSIGNMENTS

(Refer to Section 3.12.040, Personnel Rules)

A. Many classes of employment in City service are subject to routine or periodic emergency call-back work as an inherent and integral part of their assigned job responsibilities in order to provide continuous public services deemed to be necessary and appropriate by the City manager. Classes and positions in City service subject to emergency work hours shall be designated by the City manager.

B. Employees who occupy positions designated for emergency work hours, including callback, shall be required to keep the City apprised of a current telephone number where they can normally be reached during off-duty hours, and such employees shall be required to respond to such emergency work calls by the City within a reasonable amount of time, unless the employee is incapacitated or can give other just cause for not responding.

Employees may receive callback pay if fifteen (15) minutes have passed after the employee has been officially released from duty; anything less than fifteen (15) minutes shall be considered as a continuation of the previous call.

C. All permanent 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 worksite at the end of their scheduled work day or required to return to work on their scheduled day off. This provision does not apply when employees are required to work beyond their normal work day/shift without having been called to return to work.

## ARTICLE IV. MEAL BREAK

The City agrees that any employee required to work at least two (2) hours beyond or prior to their normal workshift shall be eligible for meals as provided below:

A. Employees required to work between two (2) to four (4) extra hours shall be entitled to one (1) meal break.

B. Employees required to work at least eight (8) extra hours shall be entitled to two (2) meal breaks.

C. Employees required to work at least twelve (12) extra hours shall be entitled to three (3) meal breaks.

D. In no event shall an employee be entitled to more than three (3) meal breaks in a given twenty-four hour period.

Arrangements for meals shall be as follows:

A. City may provide a meal by bringing food to the work site.

B. City may allow the employee to go to a restaurant within first in district of his/her own choice, during which time the employee shall be on paid time.

C. If circumstance permit, the supervisor, in lieu of options contained in paragraphs A and B, may authorize the employee to go home and consume a meal at no cost to the City for a period not to exceed one (1) hour.

D. An employee may purchase food at a grocery store on the way to, or during, the overtime work shift.

## ARTICLE V. WORKING OUT OF CLASS

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

The purpose of compensating employees for performing work in a higher class is to establish a system by which employees will continuously receive a pay rate comparable to those job factors that establish pay for each class of work in City service. Authorization for an assignment to work in a higher class requires approval by the employee's supervisor and the Duty Chief, except under emergency conditions.

The following conditions shall prevail as the definition and standards of compensation:

A. In order to receive out of class pay, the employee must be formally assigned to the higher classification and such employee must be on a current promotional/eligibility list for the higher class with the following exceptions:

1. When a person is not available on the appropriate promotional/eligibility list or if no list exists, the appointment is from employees who meet the minimum qualifications for the assignment and have passed a department qualifying process.

2. To meet the requirements of an emergency condition that threatens life, property, or the general welfare of the City, the City Manager may authorize the employment of such persons that meet the minimum qualifications, as may be needed for the period of the emergency, without regard to examination or appointment regulations in this MOU or the Personnel Rules.

B. Employees are required to work at least one (1) hour in the higher class to receive the higher class pay and then for the nearest one-half hour thereafter.

C. Employees assigned to work in a higher class shall be compensated for the actual number of hours worked in the higher class as follows:

Pursuant to Roseville Municipal Code Section 3.07.080, 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 the employee shall be paid out of class pay equal to ten percent (10%) or top step of the higher class where there is not ten percent differential between the two classes.

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

## ARTICLE VI. EDUCATIONAL INCENTIVE

A. Objectives:

1. Maximum participation in educational programs, both occupational and academic.
2. Enhance the Fire Service Profession:

   a. Upgrade minimum standards.

   b. Upgrade professional standards.

   c. Upgrade competency.

3. Encourage college graduates to enter the Fire Service.

4. Recognize prior and future academic achievement.

5. Recognize and remunerate for education.

6. Create the ability to cope with unique social problems through education.

7. Meet the challenges of today and tomorrow within the Fire Service.

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

Associate of Arts or Science Degree from an accredited college or university, or CSFM Fire Officer's Certificate or CSFM Fire Prevention Officer for members of Fire Prevention only.

5% of base pay

Bachelor of Arts or Science Degree from an accredited college or university, or CSFM Chief Fire Officer's Certificate.

10% of base pay

Note: AA/AS and BA/BS degrees and Fire Officer and Chief Fire Officer Certificates are not cumulative. College degrees can be combined with CSFM Officer's (Fire Officer, Chief Officer or Fire Prevention Officer) certificates for a cumulative educational incentive not to exceed 12.5%, increasing to 15% effective the first full pay period in November 2014.

C. Employees possessing a valid California State hazardous materials technician or specialist certificate and assigned to the Hazardous Material Response Team (HMRT) shall receive 2.5% of base salary bi-weekly.

D. Employees possessing a valid California State hazardous materials technician or specialist certificate who are assigned to the Task Force shall receive 5% of base pay bi-weekly.

Hazardous Material pay is at the Team or Task Force level and may not be compounded.

The City shall pay direct continuing education and recertification costs including annual training, fees, physical examinations and overtime for off-duty attendance up to a maximum of 16 hours annually. All expenses must be approved in advance by the employee's battalion chief. Assignments to the Task Force or Team will be at the discretion of fire management personnel.

The City has a goal of maintaining the HMRT at ten qualified Team members per shift. However, this agreement in no way diminishes the City's right to determine the appropriate number of HMRT members.

In order to qualify for the hazardous materials certificate compensation, those employees assigned to the HMRT agree to:

Attend two of four quarterly HMRT training drills;
Perform ten of twelve in-service training drills;
Maintain the appropriate certification and Team membership until such time as replaced by another qualified technician/specialist; and,

Maintain requirements of hazardous materials physical as set forth by state law.

E. Effective the first day of the pay period following member ratification and City Council approval of this contract, employees assigned to the Rescue Task Force shall receive no more than 5% of base salary bi-weekly.

F. Effective the first day of the pay period following member ratification and City Council approval of this contract, employees possessing all requisite certificates to serve on the Rescue Task Force but not currently assigned shall receive no more than 2.5% of base salary bi-weekly.

G. Employees may not receive educational pay for both an AA degree and a BA/BS degree; only one qualifies for payment.

H. Education 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 assignments.

## ARTICLE VII. UNIFORM ALLOWANCE

A. The City will continue to provide uniforms and replacement of such uniforms to Fire Department personnel as follows:

1. Coveralls

2. Turnout Gear

3. Uniform consisting of:
   4 pairs of pants
   3 short sleeve shirts
   1 long sleeve shirt
   6 t-shirts with department logo
   1 pair safety shoes
   1 coat and jacket
   1 coat liner
   1 belt
   1 hat and/or cap as prescribed by the department

4. Wildland Protective Clothing

5. Employees in the Fire Prevention Division shall be issued five (5) pairs of pants and five (5) shirts to accommodate their five (5) day work schedule.

6. The City will continue to provide cleaning for the uniforms. The City shall provide a pick up and delivery service to Fire Station at a minimum of two days per week.

The Fire Chief, at his/her discretion, may change the uniform specifications of the department consistent with changing times, conditions, availability and legal requirements. Uniform specifications will be on file in the Fire Department Administrative Office.

Uniforms which are damaged in the line of duty and/or which are in need of replacement due to normal wear and tear will be replaced by the department. Employees must report the need for replacement to their supervisor immediately. The final determination as to the replacement or repair of a uniform item is left to the sole discretion of the Fire Chief.

On the effective date of this provision, employees must justify the request for a new uniform item. A complete set of uniform items will not automatically be issued on the effective date. Employees are responsible for diligent care and maintenance of uniform items. Failure to care for such items may result in disciplinary action.

## ARTICLE VIII. SERVICE TERM BONUS

In recognition of the substantial contribution to the community made by employees as a result of the length of their continuous City service, effective February 25, 2012, 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 to completion of 19th year | 5.0% of base salary |
| Beginning of 20th year and every year thereafter | 7.5% of base salary |

Service term pay is not compounded and 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.

## ARTICLE IX. EMERGENCY MEDICAL TECHNICIAN/PARAMEDIC

A. E.M.T. I

1. All employees in the unit hired after January 1, 1987, are required to maintain a valid E.M.T. I certificate as a condition of continued employment.

2. All employees in the unit who have a valid E.M.T. I certificate as of January 1, 1987, are required to maintain a valid E.M.T. I certificate as a condition of continued employment. This provision does not apply to fire prevention employees.

3. As of January 1, 1987, all classification specifications in the unit were amended to require an E.M.T. I certificate. All applicants for promotion to a higher class must possess a valid E.M.T. I certificate to be eligible to compete in the examination process.

4. All truck qualified personnel and those at the rank of firefighter will possess an EMT-D certificate. The City will provide initial EMT-D certification and recertification as required by the local EMS agency. No additional compensation will be provided for EMT-D certification.

5. The City will provide EMT 1A and FS recertification training as needed. Cross-over training from EMT 1A to EMT FS is the responsibility of the employee.

   Recertification training will be scheduled, as much as possible, during working hours. However, if an employee cannot attend the training, the employee will arrange to make up the training either by shift trade or on their time off. If training is made up on scheduled time off, no compensation whatsoever will be provided.

6. Regularly scheduled training, such as Self Contained Breathing Apparatus equipment, will be scheduled during working hours. If an employee is unable to attend, the employee is responsible for scheduling make up training either by shift trade or attendance at the next available session.

B. Paramedic

1. All employees in the Paramedic unit are required to maintain a valid Paramedic Certification as a condition of continued employment and attend at least two (2) of twelve (12) monthly meetings a year for CQI. The City shall pay for paramedics to attend up to two (2) CQI meetings, as well as direct continuing education and recertification costs including tuition and fees and overtime for off-duty attendance up to a maximum of 24

hours annually. All expenses must be approved in advance by the employee's Battalion Chief and substantiated by a certificate of completion. Overtime compensation shall be for actual classroom hours only.

2. Employees in the classification of Fire Captain who possess a California paramedic license and who are accredited through the local EMS agency will be eligible for four percent (4%) paramedic incentive pay paid out in bi-weekly payments on the employee's regular paycheck. Proof of a valid license and accreditation will be required.

3. Employees in the classification of Fire Engineer who possess a California paramedic license and who are accredited through the local EMS agency will be eligible for five percent (5%) paramedic incentive pay paid out in bi-weekly payments on the employee's regular paycheck. Proof of a valid license and accreditation will be required.

4. Fire Captains and Fire Engineers receiving this incentive pay will be expected to perform paramedic skills as necessary and in accordance with local EMS agency and Fire Department policy.

## ARTICLE X. PAY PERIOD - F.L.S.A.

The City will maintain a 24 day F.L.S.A. (Fair Labor Standards Act) pay period to coincide with the 48/96 work schedule. Salaries will continue to be paid bi-weekly.

# CHAPTER 3. LEAVES

## ARTICLE I. VACATION LEAVE

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

A. Eligibility. All employees in the classified service who have completed an initial six (6) months of uninterrupted employment shall be entitled to annual vacation leave with pay. Upon completion of six (6) months of employment, each employee may be granted accrued vacation hours for such full time equivalent of one (1) year of service in order to be eligible for full annual vacation leave. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the City manager who may approve or disapprove such variances.

B. Accrual. Except as noted below, each full-time classified employee shall accrue vacation leave with pay as follows:

| Service Category | Bi-weekly Accrual | Days/Year Equivalent | Maximum Hours |
|---|---|---|---|
| New employee to completion of 4th year | 3.693 hr | 12 days (96 hours) | 192 |
| Start of 5th yr to completion of 9th year | 4.62 hr | 15 days (120 hours) | 240 |
| Start of 10th yr to completion of 14th yr | 5.23 hr | 17 days (135 hours) | 272 |
| Start of 15th yr to completion of 19th yr | 5.8 hr | 19 days (152 hours) | 304 |
| Start of 20th yr and succeeding years | 6.46 hr | 21 days (168 hours) | 336 |

Each full-time classified employee in the Fire Department working a twenty-four hour shift shall accrue vacation leave with pay as follows:

| Service Category | Bi-weekly Accrual | Days/Year Equivalent | Maximum Hours |
|---|---|---|---|
| New employee to completion of 4th year | 5.538 hr | 6 shifts (144 hours) | 288 |
| Start of 5th yr to completion of 9th year | 7.385 hr | 8 shifts (192 hours) | 384 |
| Start of 10th yr to completion of 14th yr | 8.308 hr | 9 shifts (216 hours) | 432 |
| Start of 15th yr to completion of 19th yr | 9.231 hr | 10 shifts (240 hours) | 480 |
| Start of 20th yr and succeeding years | 10.15 hr | 11 shifts (264 hours) | 528 |

1. As noted in subsection A, new employees shall earn vacation at the bi-weekly rate shown above from the hire date but shall not be credited with such accumulated hours until completion of six (6) months service. Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year.

2. Maximum accrual of vacation hours may not exceed twice the employee's annual accrual rate as specified above. One (1) month prior to the employee's anniversary date, the department head shall review the number of hours accrued by the employee.

3. If the amount exceeds specified limits, the employee shall take the excess number of vacation hours up to a maximum of twenty (20) hours [thirty (30) hours for Firefighters] prior to the anniversary date or, if operational necessity will not permit taking such time, the employee may be paid the straight time hourly equivalent for up to twenty (20) hours [thirty (30) hours for Firefighters]. All hours in excess of twenty (20) hours [thirty (30) hours for Firefighters] shall be forfeited by the employee. Additionally, when excess vacation accrues during an employee's disability leave, jury duty, or military leave as provided in these rules, the employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such time up to a maximum of twenty (20) hours [thirty (30) hours for Firefighters] or receiving the straight time hourly equivalent in compensation.

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

C. Use. An employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of subsection B. The dates and amount of vacation selected by the employee shall be subject to approval of the department head. Vacation leave shall generally be taken in minimum increments of one (1) full workday/work shift, except that unusual, emergency, necessary and infrequent use of vacation leave may be granted in one (1) hour increments. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the department head's approval.

Seniority shall prevail in selection of first choice vacation, however there will be no bumping of junior personnel once the first choice is made.

1. First choice of vacation shall be submitted no later than March 31 of each year beginning with senior person on that shift.

2. If an employee elects not to choose a time for a vacation by the deadline, the employee shall forfeit right of choice regardless of seniority.

3. Holidays and other days off will be governed on a first-come, first-served basis. There will be a thirty (30) day grace period, no bumping, prior to the choice of day, or days, off.

D. Holidays Within Vacation Leave: Except for shift personnel, holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

E. Probationary employees who are terminated during their probationary period shall receive compensation for accrued vacation. A probationary employee shall not be authorized to use vacation leave during the probationary period.

## ARTICLE II. HOLIDAYS/SCHEDULING TIME OFF

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

January 1st (New Year's Day)

The third Monday in January (Martin Luther King's Birthday).

The third Monday in February (Washington's Birthday)

The last Monday in May (Memorial Day)

July 4th (Independence Day)

The first Monday in September (Labor Day)

The second Monday in October (Columbus Day)

November 11th (Veteran's Day)

The day in November appointed by the President of the United States as Thanksgiving Day.

The day immediately following Thanksgiving Day

December 25th (Christmas)

Eight (8) hours (floating holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months probationary service (pro-rated for part time permanent employees). The number of floating holiday hours to be credited to a new employee hired after January 1 shall be pro-rated based on the number of full months employed during that year. Employees unable to complete six (6) months of probationary service prior to December 31 shall not accrue or be eligible for any floating holidays that year. The employees and the employee's supervisor shall jointly determine a convenient date to take such leave.

B. Fire Department Shift employees shall receive -seven (7) full paid holiday shifts per year, in advance on January 1. Employees must use a minimum of eight (8) hours of holiday with additional hours requested in one hour increments up to twenty-four (24) hours.

C. In lieu of holiday time off, shift employees may elect to receive straight salary for all shifts of earned and unused holiday credit within each calendar year. All holiday time to be converted to pay by an employee shall be in one-half shift increments.

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

E. Holiday hours which are not used or cashed out by December 31 will be forfeited by the employee.

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

G. If an employee is on disability leave, jury leave, or military leave as provided in the Personnel Rules or this MOU, and the employee is thus unable to liquidate holiday hours, employees will be allowed to carry over such hours to the next year until they return to work. Employees must submit a timely request upon their return to work so that the hours are liquidated within 30 days of their return to work. If a request is not submitted or is submitted too late to be considered, the

hours will be forfeited. If a request is submitted and denied by the department, the employee will be paid for the hours at the straight time rate.

H. SCHEDULING TIME OFF

1. The following policy and procedures shall continue to be followed by shift personnel when scheduling leave. Positions on the leave calendar are referred to as "slots." The first, second, third, fourth and fifth slots on the leave calendar are reserved for vacation (V), holiday (H), and compensatory time off (CTO). All other forms of leave start at the sixth slot and work down (seventh, etc.) from there. If there is a vacancy, or open position (OP) on the shift due to promotions, retirements, or separations from the department, that vacancy will occupy the sixth slot. The Battalion Chief must authorize exceptions for unusual, emergency, necessary or infrequent circumstances.

2. The opening of future stations, engine, truck, or EMS companies will result in hiring of additional personnel. Upon hiring of additional personnel, the number of slots (positions) on the leave calendar will be determined by the following:

   a. Number of shift personnel per day x 20% = total number of slots per day
   b. Any resulting decimal portion will be adjusted to the next whole number
   c. For example, 22 shift personnel per day x 20% = 4.4; will be adjusted to 5 slots per day.

3. Shift personnel will not have any available slots on the calendar for the following holidays (including vacation or holiday leave):

   a. Thanksgiving Day
   b. Christmas Eve (December 24)
   c. Christmas Day (December 25)

   Shift employees listed in Appendix "A" who are scheduled to work on holidays will have the opportunity to find a replacement worker for the three "special days" (Thanksgiving, Christmas Eve, and Christmas). It is the responsibility of the scheduled worker to fill his/her absence on the "special days". The replacement worker will be allowed to voluntarily work for the scheduled employee on a rank-for-rank basis.

4. Employees who are scheduled to work will have the opportunity to find a replacement worker for short-term CTO, vacation or holiday leave defined as one continuous leave per employee per day with a minimum of two (2) hours and a maximum of seven and three quarters (7.75) hours. Such leave shall not disrupt training or other scheduled activities and shall be approved by the appropriate Company Officer. It is the responsibility of the scheduled worker to fill his/her absence on this type of short-term leave. The replacement worker will be allowed to voluntarily work for the scheduled employee on a rank for rank basis.

## ARTICLE III. SICK LEAVE (Refer to Section 3.12.070, Personnel Rules)

A. Upon separation from City service employees may receive a payoff and/or service credit for unused sick leave balances according to the Personnel Rules and Regulations. Employees' leave will be converted to eight hour days (i.e 1200 hours = 150 days) for purposes of converting sick leave for payoff or sick leave credit reported to CalPERS according to CalPERS procedures.

B. Represented 24-hour shift employees who maintain a balance of 432 hours in sick leave accruals will be allowed to convert forty-eight (48) hours of sick leave to vacation leave on July 1 of each year. Represented 8-hour shift employees who maintain a balance of 432 hours in sick leave

accruals will be allowed to elect to convert sixteen hours of sick leave accruals to vacation leave on July 1 of each year.

## ARTICLE IV. JURY DUTY LEAVE

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.

B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.

C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.

## ARTICLE V. MILITARY LEAVE (Refer to Section 3.12.110, Personnel Rules)

A. Employees obligated to serve periods of active military duty for training shall be compensated by the City at their regular rate of compensation for normal duty hours and days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year. The number of calendar days used shall be the number of days on active duty as determined by the military orders, regardless of the employee's City duty schedule.

B. Employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty prior to such duty if for regularly scheduled training or within thirty (30) days following the conclusion of duty ordered as the result of an emergency. Such documentation must be submitted through the chain of command to the Human Resources Director.

## ARTICLE VI. MATERNITY LEAVE

A. Continuation of Employment. A pregnant employee may continue employment as long as her health, the health of the unborn fetus, or the employee's ability to adequately perform prescribed job responsibilities would not be adversely affected by continued employment.

B. Notification. Applicable employees shall notify the department head and Human Resources Director in writing upon notice by their treating physician that such pregnancy exists, including the anticipated date of childbirth or other related medical conditions and their anticipated date of return to full duty. At any time during the pregnancy, the Human Resources Director may require the employee to furnish medical evidence or information to support the employee's medical suitability for continued employment.

C. Term of Leave. Maternity leave shall be granted only for medical reasons arising out of and in the course of a pregnancy, the subsequent childbirth, or other related medical conditions, as provided below:

1. Sick Leave With Pay. A pregnant employee may take accrued sick leave with pay for reasons of medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave exceed the total of the employee's accumulated but unused sick leave, nor shall paid sick leave be granted beyond the date the employee is no longer considered medically disabled from normal work activities.

2. Other Paid Leave. A pregnant employee may elect to utilize accrued vacation, compensatory time off, or any other earned form of paid absence from work in lieu of, or

in combination with, paid sick leave during the period of pregnancy-related leave, the combination of which may not exceed normal full pay.

3. Sick Leave Without Pay. Eligible employees may be granted sick leave without pay pursuant to Roseville Municipal Code Section 3.12.070 (H).

## ARTICLE VII. CATASTROPHIC LEAVE

Employees may voluntarily donate accrued vacation and/or compensatory time off (CTO) for credit to another permanent employee who suffers a non-industrial related catastrophic illness or injury. Such donation shall be made in accordance with the following:

A. The recipient employee must be off work for a minimum of thirty (30) days and must have exhausted all accrued leave (vacation, sick leave, compensatory time, etc.) prior to receiving donated leave.

B. A donor employee may voluntarily donate up to a maximum seventy-two (72) hours of vacation and/or compensatory time off in any calendar year. All donations are irrevocable. Donations shall be made in eight (8) hours increments. All unused hours shall remain with the recipient employee.

C. Depending on the work schedule of the employees, maximum donations to any one permanent employee in any one calendar year shall be as follows:

40 hour per week employees - 60 days (480 hours)
24 hour shift employees - 20 shifts (480 hours)

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.

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.

PROCEDURES FOR REQUESTING CATASTROPHIC LEAVE

In addition to the general rules listed above, the following procedures and application shall be met to prevent excessive donations:

1. The employee shall provide a medical doctor's letter explaining the injury and giving an approximate return to work date.

2. The employee then shall request leave hours in conjunction with the return date as noted by the doctor.

3. If the employee does not return on the anticipated date, a second doctor's letter shall be requested, showing an extension of the return to work date.

4. The employee then may make a second request for additional leave to cover the additional time frame up to a total maximum of 480 hours.

# CHAPTER 4. INSURANCES

## ARTICLE I. HEALTH AND WELFARE BENEFITS

A. Eligibility

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, or current employees who laterally transfer or promote into a regular part-time allocated position will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty hours per week will receive 50% of the full-time contribution; employees working thirty hours per week will receive 75% of the full-time contribution, etc.

B. Medical Insurance Benefits

The City agrees to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month 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 and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, and vision 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 $1,200.00 monthly. Effective January 1, 2014 the Cafeteria Plan Allowance will be increased to $1,248 per month.

3. Effective the first of the following month following City Council approval, the City agrees to provide a flex plan credit of $168.00 per month to be used by active employees for any benefit covered under the Cafeteria Plan.

4. Employees who elect not to participate in any of the medical, dental, and vision insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City sponsored benefits will receive $150 per month.

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

D. The City agrees to provide a dental benefit to include two preventative dental 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. Open enrollment will be as described in the evidence of coverage document.

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

F. The City agrees to continue the existing level of service of its current vision program.

## ARTICLE II. RETIREE HEALTH BENEFITS

**A. Medical Insurance Benefits**

The City agrees to contract with the California Public Employees Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective first of the month following City Council approval 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).

B. Employees hired before January 1, 2012 will receive access to a City-paid retiree health contribution of up to the $1200 each month with a 2% annual escalator each January 1 (beginning 1/1/13).

1. 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 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 hired prior to January 1, 2012 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.

C. Employees hired on January 1, 2012 or thereafter will receive $720 per month with a 2% escalator each January 1 (beginning 1/1/13). City-paid retiree medical premium contribution upon their retirement subject to the vesting schedule set forth in Article II D.E. and F. Employees hired on January 1, 2012 or thereafter will contribute 1% of their salary per year of employment each year for the first five years of employment for their supplemental retiree health benefit above the minimum PEMHCA retiree medical benefit. After five years of employment, the employee's contribution to their retiree medical benefit will cap at 5% of their salary annually.

1. The City shall withhold the mandatory contribution in accordance with Article II C per pay period on a pre-tax basis, subject to applicable federal tax laws, from the pay of every active employee as set forth therein. These contributions will be irrevocable and deducted from an employee's bi-weekly paycheck and will end upon retirement. In addition, no employee will be entitled to receive a refund of the monies for any reason and any employee who leaves City employment prior to being vested in the benefit will forfeit any contributions. These funds may be used to reimburse postretirement qualified medical expenses of the employee as defined by federal tax law, and as otherwise permitted by applicable federal tax provisions and the trust.

2. Since the contribution is mandatory, the employee's obligation to make the contribution does not end when he or she is on a paid or unpaid leave of absence or in any status where there are insufficient funds available in his or her paycheck to cover this contribution after other mandatory deductions have been taken, subject to applicable federal tax laws. The employee will be required to make up all mandatory contributions by a lump sum pre-tax deduction from his or her paycheck within sixty (60) days after the date the employee has sufficient funds to pay the required contributions through payroll, or, if this lump sum payment is not made during this time frame, the City will deduct double the normal deduction amount from each paycheck on a pre-tax basis until all missed contributions have been paid in full.

D. Employees hired on January 1, 2012 or thereafter must obtain normal age of retirement before they are eligible for a City contribution to their retiree medical benefit.

E. An Employee must retire with a minimum of ten years of City of Roseville service to be eligible for the supplemental amount above the minimum PEMHCA contribution level.

F. Employees hired on or after January 1, 2012 who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of City-credited service will receive a City contribution towards their post-retirement health benefits as follows:

| Total Credited Years of City 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 % |

## ARTICLE III. 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 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.

# CHAPTER 5. RETIREMENT

## ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

B. Employees will be provided with the 3%@50 formula based on single highest year's compensation. The actual benefit enhancement will be included in future total compensation surveys. The survey agencies shall remain the same as listed in Appendix "B".

C. The City agrees to maintain its current Public Employees Retirement System contract which provides 100% of an employee's accumulated sick leave to be credited to years of service, in accordance with Section 20862.8 of the Public Employees Retirement System contract options.

In addition to the above sick leave service credit, an employee may elect to receive a payoff of part or all of their accumulated sick leave in accordance with Personnel Rules Section 3.12.070(N) - Payment for Unused Sick Leave.

D. The City agrees to provide the 1959 Survivor Benefit highest level plan. Employee to contribute $2.00 per month and City to contribute $3.00 per month per employee.

E. The City agrees to continue the military buy-back PERS contract provision.

F. Effective January 28, 2012, RFF – represented employees will pay nine percent (9%) of compensation earnable as the employers' portion of the employee annualized contribution to PERS. Miscellaneous employees represented by RFF will pay 8% of compensation earnable as the employees' portion of PERS.

G. Any tax liability created by this form of compensation shall be the sole responsibility of each employee for that amount henceforth reimbursed by the City of the employee's normal contribution. Further, the City may include this form of compensation in future consideration of employee's total compensation.

H. The City will provide a three percent (3%) annual cost of living allowance (COLA) increase to retirees.

I. The City will continue the Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit for safety employees.

# CHAPTER 6. HOURS & SCHEDULES

## ARTICLE I. HOURS OF SERVICE

A. The Fire Department shall work on the basis of twenty-four (24) hours on duty. This shall average a total of fifty-six (56) hours per week. A shift shall begin at seven (7:00) o'clock a.m., and shall end at seven (7:00) o'clock a.m., the following morning.

B. The City agrees to maintain a 48/96 work schedule. The schedule will consist of two consecutive twenty-four shifts on duty followed by ninety-six hours off ( i.e. - X X O O O O X X O O O O X X ).

C. The City will maintain a 24 day F.L.S.A. (Fair Labor Standards Act) pay period to coincide with the 48/96 work schedule. Salaries will be paid bi-weekly.

D. The force hire rotation will be structured so that a shift will be up for force hire on the first and fourth day of the four day. All represented 24-hour shift employees will be subject to the force hire rotation. When a force hire occurs the Forced employee may seek other qualified employees, including actors from current promotional lists, to cover all or part of the Force Hire. Engineer Paramedics can work down as a Firefighter Paramedic to prevent a Force Hire. The employee working out of class to cover the Force Hire will do so at their discretion and the hours worked will be counted to them as Force Hire hours.

Example:

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Shift on duty: | **A** | **A** | B | B | C | C | **A** | **A** | B | B |
| | | | | | | | | | | |
| Force List: | C | B | **A** | C | B | **A** | C | B | **A** | C |

## ARTICLE II. DAYLIGHT/STANDARD TIME CHANGES

Employees subject to work shifts during periods of time changes to Daylight Savings or Standard Time shall be paid for the actual number of hours worked.

## ARTICLE III. SPECIAL DUTY ASSIGNMENT

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.

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 meets the medical work restrictions imposed by the employee's treating physician.

C. 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.

D. 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.

E. 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.

F. 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.

G. Special duty assignments will be approved in bi-weekly (5 shift) increments, which may be renewed depending on availability of work and the continued disability of the employee. The bi-weekly (5 shift) increment request is required regardless of the anticipated duration of special duty.

H. 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.

I. 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.

J. 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 IV. LONG TERM VACANCIES

All vacancies are filled on a rank-for-rank basis in accordance with existing department Call Back Procedures. When a vacancy become long term (greater than 60 days), the vacancy will become a "floating" vacancy. The floating vacancy will continue to be filled by the departmental Call Back Procedures except that no priority will be given to employees who reside in the same house as the current vacancy.

# CHAPTER 7. MISCELLANEOUS ISSUES

## ARTICLE I. NON-DISCRIMINATION

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

## ARTICLE II. UNFAIR LABOR PRACTICES

The parties hereto recognize the following as an unfair labor practice which violates the meet and confer process:

A. Discussion between employees and individual members of the City Council on matters or issues which are the subject of negotiations between employee representatives and representatives of the City Council.

B. Discussion between City Personnel Relations Committee members and individual members of the Union of matters or issues which are the subject of negotiations between City Personnel Relations Committee members and representatives of Local 1592, I.A.F.F.

## ARTICLE III. SENIORITY

A. Employees shall be placed on the seniority list in accordance with the date they were first placed on the payroll of the Roseville Fire Department as full-time employees. When two (2) or more employees are assigned to the payroll on the same date, preference in placement on the list shall be given based on relative standing on the Roseville Firefighter eligibility list.

B. Placement on the seniority list shall not be affected by leaves of absence duly granted for medical reasons where such medical disability was incurred in the course and scope of the employee's official duties.

C. A correct copy of the seniority list as of January 1 of each year shall be provided to the Union in March of each year, and a currently correct copy made available for inspection at reasonable times to employees upon request.

## ARTICLE IV. UNION ACTIVITIES

A. The Union may place one bulletin board in each fire station for the purpose of communicating normal and usual Union business to the membership.

1. Specific placement of such boards within a station shall be subject to the approval of the Fire Chief.

    a. The officially designated Union representative in each station shall be responsible for maintaining such board.

    b. The Fire Chief reserves the right to prohibit the posting and order the removal of, material that the Chief reasonably concludes will be disruptive of the operation of the Fire Department.

    c. Claims of arbitrariness on the part of the Fire Chief in this regard shall fall under the grievance procedure hereinafter provided.

d. The Union will keep the Fire Chief notified in writing of the names of its designated representatives in each station.

2. The Union may use the Training Room at the Fire Training Facility (Hilltop) for a meeting place for its membership once a month or for any special meetings necessary for completing Union business.

These membership meetings will be held after the normal work day.

B. Members of the Employee Affairs Committee shall be granted leave from duty with full benefits for the purpose of negotiating terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty. The Fire Chief shall make the final determination as to manpower availability.

C. Members of the Employee Affairs Committee shall be granted leave from duty with full benefits for all meetings and hearings between the City and the Union for the purpose of resolving a grievance when such meetings or hearings take place at a time during which such member is scheduled to be on duty.

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

1. RFF members may donate only vacation or compensation time off (CTO) hours from an association member's accrued leave balance for such hours. Such donation shall be voluntary, non-revocable and not returnable to the employee. Donations will be allowed only during the first pay period in February of each year.

2. The maximum number of hours any member shall donate is eight (8) hours 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 not to exceed eight hours per represented employee per year.

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

4. RFF 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 V. SAFETY

A. The City shall continue to provide for the safety of employees during the hours of their employment. In this regard, the City agrees that it will receive and consider written recommendations with respect to unsafe working conditions or other safety ideas in the area of working conditions from any employee or the Union; and the employees and the Union agree that they will afford their safety recommendations and ideas to the City.

B. The City shall take all reasonable and readily available precautions when employees' assigned duties are performed under generally known extraordinarily life endangering conditions not normally associated with fire fighting and fire safety and prevention activities.

C. To the extent reasonably ascertainable by the City, fire fighting equipment provided and maintained by the City shall be reasonably safe and adequate for its normal and intended use. Provided however that nothing herein is to be construed to mean that the City assumes the liability of any other party, or waives any rights, defenses to liability or causes of action that it may have in law or equity.

## ARTICLE VI. PAYROLL DEDUCTIONS

A. In addition to continuing existing payroll deductions to which the City now is or shall hereafter be a contracting party, the City agrees to continue existing payroll deductions for members of the Union for:

1. The normal and regular monthly Union membership dues which may include premiums for plans sponsored by the Union and open to all members.

2. Charitable contributions, group health insurance and direct deposit, provided employees request and authorize such deduction or deductions to be made from their paychecks.

B. All the above payroll deductions shall be subject to the following conditions:

1. Such deductions shall be made only upon submission to the City's Human Resources Director of the said authorization form duly completed and executed by the employee and the Union.

2. Any changes, additions and/or deletions of any payroll deduction or deductions for employees shall be made only upon submission to the City's Human Resources Director on or before the fifteenth (15th) day of the month preceding the month for which such changes, additions and/or deletions are to be executed on the form or forms designated by the City and duly completed by the Secretary-Treasurer of the Union or designated agent.

## ARTICLE VII. CAUSES FOR DISCIPLINE (Refer to Section 3.16.020, Personnel Rules)

The following may be causes for the City to initiate disciplinary action including demotion, reduction in pay, suspension, or dismissal of any employee, pursuant to these rules and regulations. The causes cited below are for both specific and exemplary reasons to alert employees to the more commonplace types of disciplinary issues. However, because conditions of human conduct are unpredictable, there may arise instances of unacceptable behavior not included in the list given below, in which the City may find it necessary and appropriate to initiate disciplinary action. In such cases, the rules governing discipline shall prevail as if the unlisted issue or infraction were listed below.

A. Attendance:

1. Improper or unauthorized use or abuse of sick leave.

2. Excessive absenteeism regardless of reason.

3. Being absent without authorized leave; repeated tardiness to assigned work station; or leaving assigned work without authorization.

B. Behavior:

1. Willful or negligent violation of the Personnel Rules and Regulations, resolutions, and other related ordinances including departmental rules, regulations, and policies.

2. Insubordination (failure to carry out a direct order from a supervisor).

3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Roseville Municipal Code, Section 3.15.030.

4. Conduct that is unbecoming a City officer or employee which tends to discredit the City or City service, including the wearing of City identified uniforms off duty into a public or private establishment; the nature of which may adversely reflect upon the City; willful misrepresentation of the City.

5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee.

6. Falsifying information related to employment application, payroll, or any work related record or report.

7. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment.

8. Discourteous treatment of the public or City employees.

9. Conduct interfering with the reasonable management and discipline of the City or any of its departments or divisions.

10. Engaging in political activities while on duty.

11. Violation or neglect of safety rules.

12. Theft.

13. Physical altercations.

14. Any act or conduct that is discriminatory in nature towards another person's race, creed, color, national origin, sex (including sexual harassment), age, religious beliefs or political affiliations.

C. Work Performance:

1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner.

2. Refusal or inability to improve job performance in accordance with written or verbal direction after reasonable trial period.

3. Refusal to accept reasonable and proper assignment from an authorized supervisor.

4. Intoxication or incapaCity on duty due to the use of alcohol or drugs; or illegal possession of drugs or open container of alcoholic beverage while on duty.

5. Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving.

6. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.

7. Unauthorized release of confidential information or official records.

8. Participation in a strike, work stoppage, slowdown, or other job action against the City

## ARTICLE VIII. TYPES OF DISCIPLINE (Refer to Section 3.16.030, Personnel Rules)

Depending on the nature and circumstance(s) of an incident, discipline shall normally be progressive and shall bear a reasonable relationship to the violation. The types of discipline that may occur are as follows in general order of increasing seriousness:

A. Oral Reprimand. An oral statement by the supervisor to a subordinate employee, usually pointing out an unsatisfactory element of job performance, and is intended to be corrective or cautionary. An oral reprimand informally defines the area of needed improvement, sets up goals for the achievement of improvement, and informs the employee that failure to improve may result in more serious actions.

   1. The oral reprimand shall, when reasonably possible, be delivered confidentially and not in the presence of other persons. The supervisor will record the date and content of the oral reprimand, but no record shall be placed in the employee's personnel file.

   2. The employee receiving an oral reprimand shall be given the opportunity, at the time of the reprimand, to voice objections to the reprimand and/or offer evidence in mitigation of the actions leading to the reprimand.

B. Written Reprimand. This is the first level of formal discipline. The written reprimand is issued by the supervisor with approval of the department head and copies to the City Manager and Human Resources Director. The Human Resources Director's copy shall be placed in the employee's personnel file.

C. Salary Reduction. A department head may recommend a salary decrease of one or more steps within the limits of the pay range established for a class as a disciplinary measure, for a period of at least one pay period and not more than one year. The City Manager's approval is required. Salary reductions shall be processed in accordance with Roseville Municipal Code Section 3.16.030.

D. Disciplinary Demotion. A department head may recommend the movement of an employee from one class to a class of work having lower responsibilities, skills, performance requirements and maximum rate of pay. However, no employee shall be demoted to a position for which the minimum qualifications are not possessed. The City Manager's approval is required. Disciplinary demotions shall be processed in accordance with Roseville Municipal Code Section 3.07.040.

E. Suspension. A department head may suspend an employee without pay at any time for cause up to the equivalent of five (5) consecutive work days or two and one-half (2-1/2) work shifts. Suspensions of a longer duration require approval by the City Manager. Suspension without pay shall not exceed thirty (30) consecutive working days or fifteen (15) shifts.

1. Short Term. An employee suspended for up to five (5) working days, or up to two and one-half (2-1/2) shifts for shift employees, shall be notified in writing, by first class mail to the employee's last known address or in person, within three (3) working days/shifts after the action has been taken.

2. Long Term. An employee suspended for six (6) to thirty (30) consecutive working days or three (3) to fifteen (15) shifts, must be notified in writing at least five (5) working days or two and one-half (2-1/2) working shifts for shift employees prior to the action.

3. Emergency Suspension. Under certain circumstances, it may be necessary to immediately restrict an employee from performing duties at the work site. The circumstances usually involve potential danger to the employee, coworkers, or the public, or the employee's inability to discharge assigned duties satisfactorily. Because of the need for immediate action, the decision to suspend an employee is typically the responsibility of the supervisor. In these situations, the following procedure shall be followed:

   a. The supervisor taking the action to suspend an employee will immediately notify the department head and, as soon as possible, prepare a written statement of the action taken and the reasons for such action.

   b. The department head shall notify the Human Resources Director of the action, and schedule a conference for the purpose of evaluating and preparing the statement of charges and documenting supporting evidence.

   c. As soon as possible after the initial action, but not later than three (3) working days, the department head shall prepare written notification to the affected employee, pursuant to Roseville Municipal Code Section 3.07.040.

4. In no event shall the use of paid time be allowed during a period of suspension without pay. Should a paid holiday occur during a period of suspension without pay, the suspension period shall be extended by the number of holidays occurring during the suspension period.

F. Leave Reduction. A department head may reduce an employee's vacation, compensatory time and/or holiday time for up to forty (40) hours or sixty (60) hours for twenty-four (24) hour shift personnel as a method of disciplinary action. Reductions of time in excess of the limits stated above must be with the approval of the employee. In such instances, the department head may choose another form of discipline to supplement the leave reduction.

   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.

G. Dismissal. A department head may recommend the dismissal of a permanent employee from City service at any time for cause. The City Manager's approval is required. Dismissals shall be processed in accordance with Roseville Municipal Code Sections 3.07.110.

H. Non-Progressive Discipline. There are some acts of misconduct that by their nature are not appropriate for progressive discipline. Behavior of this type should be disciplined by suspension, or, if warranted, discharge on the first occasion.

## ARTICLE IX. NO STRIKE (CONCERTED ACTION)

Union agrees that for the term of this Agreement, the Union and its members shall not call or engage in any strike, slowdown, suspension or stoppage of work activity, or sanction any such conduct by unit employees, and the City agrees that it shall not cause or engage in any lockout.

## ARTICLE X. MINIMUM SCORES AND COMPUTATIONS

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

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

C. Oral interview examination scores shall be computed on the basis of averaging the final scores of each rating member of the interview panel. However, the Human Resources Director may disqualify the scores of any rater who has demonstrated prejudicial tendencies or other just cause at any time in the interview process. Where the majority of rating members of an interview panel assign a passing or failing score to a candidate, the candidate shall pass or fail the overall interview examination, regardless of whether the averaged score would have resulted in the candidate failing or passing the examination.

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

E. Permanent employees who are successful in all phases of the examination process leading to eligibility certification on promotional examinations shall be given service points computed from the final filing date set forth in the examination announcement, conditional upon the employee having received at least a satisfactory performance evaluation rating within the previous twelve months and a satisfactory attendance record for the same period.

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

## ARTICLE XI. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

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

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

promotional certification, the Human Services Director may so certify the employee for employment consideration by the department head upon the occurrence of the next vacancy at the higher level position.

C. The department head shall arrange for a convenient time and place to conduct departmental evaluations of eligible persons, and shall notify the same. Following interview and other appropriate candidate review, the department head may recommend an appointment to the City Manager. The candidate(s) selected for appointment consideration shall be certified by the department head to the Human Resources Director, who shall arrange for a medical examination, fingerprinting, and any other reemployment 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 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.

D. 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 XII. HEALTH MAINTENANCE PHYSICALS

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

## ARTICLE XIII. TOWELS/LINENS

The City agrees to provide towels, sheets and pillow cases at each fire station. Employees will be responsible for washing and drying towels and linens in conjunction with other station housekeeping duties.

## ARTICLE XIV. STATION ASSIGNMENTS

The City agrees to maintain a Standard Procedure Manual Policy regarding a method by which employees may express their preference for station assignments.

## ARTICLE XV. NO SMOKING

Employees hired on/after January 1, 2004 must be tobacco free and cannot use tobacco products on or off duty.

## ARTICLE XVI. ALCOHOL AND DRUG POLICY

City and Union agree to continue to enforce the current Alcohol and Drug Policy.

In addition to the above-mentioned policy, all employees will be required to notify the City in writing of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) calendar days after such conviction.

## ARTICLE XVII. REMOTE EMAIL ACCESS

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

## ARTICLE XVIII. TEMPORARY LAYOFF/FURLOUGH

A. Temporary layoff under this section is defined as the City's temporary reduction or abolition of an employee's allocated position. Temporary layoffs shall not exceed twelve (12) working days per a twelve (12) month notice period. The reduction in employee salary will be equalized over the twelve month period following the first day of furlough.

B. The City Manager may exempt employees from one or more furlough days based on the operating needs of the City.

C. Employees may request specific furlough days off in eight (8) hour increments, subject to management approval.

D. There shall be no reduction in the City's contribution to retirement, health, dental, vision, life, and LTD as a result of employees being furloughed.

E. Furlough days shall be counted as time worked for purposes of retirement credits.

F. Accrued furlough leave shall have no cash value.

### NOTICE OF TEMPORARY LAYOFF/FURLOUGH

The Human Resources Director shall provide written notice to each department classified employee affected by a temporary layoff (furlough) at least fifteen (15) calendar days prior to the effective date of the action. Notice shall be personally delivered to the employee, or sent by U.S. first class mail to the employee's last known address. The notice will state the duration of the temporary layoff. An employee may respond to the notice but shall not have a right to appeal such action.

### BUMPING

Employees who are subject to a temporary layoff are not eligible to exercise bumping rights under this chapter.

The terms and conditions of this Memorandum of Understanding are executed this day of 20th day of November 2013, by the Employer-Employee representatives whose signatures appear on the attached page on behalf of their respective organizations.

CITY OF ROSEVILLE

RAY KERRIDGE
City Manager

PATRICK CLARK
Chief Negotiator

ANDREA BLOMQUIST
Member, Negotiating Team

LINDA HAMPTON
Member, Negotiating Team

JASON RIZZI
Member, Negotiating Team

ROSEVILLE FIREFIGHTERS

SCOTT MILLIGAN
Member, President

ROB ARNETT
Member, Negotiating Team

RICK EDGAR
Member, Negotiating Team

MARK PAGE
Member, Negotiating Team

JAMIE PEPIN
Member, Negotiating Team

SCOTT PEPPER
Member, Negotiating Team

## APPENDIX "B"

### SURVEY AGENCIES

City of Sacramento
Davis
Faifield
Folsom
Lodi
Redding
Sacramento City
Sacramento Metropolitan Fire Protection District
South Placer Fire Protection District
Vacaville
West Sacramento