Master Memorandum of Understanding

International Union Of Operating Engineers
Stationary Engineers, Local 39



Term of Agreement:

December 14, 2013 - December 31, 2015



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

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU) relates to issues within the scope of representation existing between the CITY OF ROSEVILLE, CALIFORNIA (City), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL NO. 39 (Union), and those employees occupying the classes listed in Appendix "D", 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, in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation.

ARTICLE III. LENGTH OF AGREEMENT

This Memorandum of Understanding shall be effective as of December 14, 2013 and shall expire December 31, 2015. 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 Understanding, and the Meet and Confer process shall begin no later than ninety (90) days prior to the expiration date of this Agreement.

ARTICLE IV. SEVERABILITY OF MEMORANDUM

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

ARTICLE V. MEMORANDUM OF UNDERSTANDING APPROVAL

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

CHAPTER 2. SALARIES

ARTICLE I. SALARIES

- A. Effective the first full pay period after July 1, 2014, all employees shall receive a 1.5% salary increase.
- B. Effective the first full pay period after January 1, 2015, all employees shall receive a 1.5% salary increase.
- C. Management staff in the parks and recreation department will designate three Parks Maintenance Worker I/II and/or Senior Parks Maintenance Workers to maintain their commercial driver's license and operate commercial vehicles/equipment as needed. The designated employees will be compensated at a rate of 2.5% higher than other parks maintenance staff.
- D. A 1.5% differential will be paid to employees in the classification of Senior Parks Maintenance Worker and Park Maintenance Worker II who possess a Playground Safety Inspector or Certified Pesticide Applicator certification. The Senior Worker is only eligible for compensation for one of these two certificates depending on area of assignment.
- E. City shall pay 2.5% certificate pay to employees in the classification of Natural Resources Specialist who possess an Arborist Certification.
- F. Management staff in the parks and recreation department will designate a minimum of two but not more than four Parks Maintenance Worker I/II and/or Senior Parks Maintenance Workers to maintain a Certified Pool Operator Certificate. The designated employees will be compensated at a rate of 2.5% higher than other parks maintenance staff.
- G. Management staff in the Environmental Utilities Department will designate a maximum of two staff to maintain a crane certification. The designated employees will be compensated at a rate of 2.5% higher than other Environmental Utilities Department staff.
- H. City shall compensate employees who are certified by the Human Resources Department as Spanish speaking at the rate of \$46.15 bi-weekly (\$100.00 per month).
- I. Effective June 30, 2012, the following classification will receive a special salary adjustment: Water Treatment Plant Operator III 24 Hour 5%.
- J. The incumbent of the Mechanic II classification (formerly known as Certified Welder/Fabricator) who possesses a Certified Welder Certificate shall receive five percent (5%) certificate pay.
- K. Reopener Provision:

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

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

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

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

REGISTRATION PAY

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

CERTIFICATION PAY

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

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

	Wastewater Treatment Plant Operator	<u>%</u>
<u>Wastewater</u>	Wastewater Treatment Plant	<u>1%</u>
<u>Treatment</u>	Operator Certificate 4, 5	
Grade 3		
Operator, Shift		
Operator CWEA Collections Grade 1		<u>1%</u>
	(DPH)	
		407
	<u>Laboratory Certification, Level 1</u> (CWEA)	<u>1%</u>

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

ARTICLE II. SERVICE TERM BONUS

City will provide the following service term bonus:

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

Such service term bonus shall be included in each eligible employee's biweekly payroll. *Effective June 30, 2012.

ARTICLE III. OVERTIME AND HOLIDAY WORK

(Refer to Personnel Rules Section 3.11.070)

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

c	an extension, of the normal schedule of work hours as illustrated below.				
	Employee Work Schedule	Overtime			
	Eight hours per day, five	Over forty hours per week Saturday -			
	days per week (5/8 plan)	Friday			
	Ten hours per day, four	Over forty hours per week Saturday -			
	days per week (4/10 plan)	Friday			
	Flex 40 schedule	Over 40 hours per week Saturday-			
		Friday			
	T				
	Twenty-four hours per shift	Over twenty-four hours per shift			
	(56 hour work week)	for shift extensions (see subsection			
		"F")			
	A O/OO cabadula approved	Over forty being per ELCA week			
	A 9/80 schedule approved	Over forty hours per FLSA week.			
	by the City Manager in writing	The week varies based upon the			
		employee's 9/80 schedule			
ı					

- B. Overtime in excess of eight minutes or more shall be compensable and shall be rounded to the nearest 15 minutes.
- C. Overtime shall be compensable in increments of fifteen minutes.
- D. Overtime shall be compensable at the rate of one and one-half times the employee's base

hourly rate except as noted in Subsection "E" of this section.

E. Emergency (unscheduled) Overtime. Regular employees shall be compensated at double the employee's normal hourly rate when working overtime between the hours of 10:00 p.m. to 6:00 a.m. Overtime hours worked before or after the hours noted above will be paid in accordance with Subsection "D."

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

- F. Employees in the Water/Wastewater Treatment Plants who work a twenty-four hour shift shall be compensated as follows for overtime worked:
 - Emergency Overtime. Emergency overtime shall be compensated at double the employee's normal hourly rate. "Emergency Overtime" is defined as all calls in which the employee is called back to work on their normal day off to assist at a major incident.
 - 2. Regular Overtime: Regular overtime shall be compensated at one and one-half (1-1/2) the employee's normal hourly rate. "Regular Overtime" is defined to include all extra shift assignments, special assignments and other assignments not specifically mentioned in Subdivision 1 of this subsection. Emergency calls during an extra shift assignment shall be compensated at the regular overtime (one and one-half) rate.
 - 3. Shift Extension. If an employee is called to work early or is worked beyond their normal work shift, compensation for overtime shall be calculated in accordance with Subsection "C" of this section.
 - 4. Holidays, sick leave, compensatory time off, vacation leave and floating holidays are considered time worked for the purposes of computing overtime.
 - 5. Workers' Compensation leave, leave without pay requested by the employee, suspension or disciplinary action and a short week worked by a new employee are those occasions which are not to be considered as time worked for the purpose of computing overtime.
 - 6. No employee may be required to work overtime during any scheduled workweek in which that employee is on an unpaid status due to disciplinary action.
- G. Incidental Overtime: Those employees assigned to a twenty-four hour work shift will be compensated for incidental overtime for overtime of eight hours or less on a given day. If an employee works more than eight hours of overtime, the entire eight-hour period shall be compensated at the regular overtime rate. The incidental overtime rate is computed based on the hourly wage of an eight-hour per day employee. The regular overtime rate is based on a twenty-four hour shift assignment, i.e., 2912 hours annually.
- H. Compensatory Time. Compensatory time shall be governed as follows:
 - 1. Permanent and probationary employees may, with the prior approval of their

- supervisor, accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1-1/2) hours for each hour of compensatory time worked.
- 2. Once an employee has been credited with compensatory time, the employee may not receive a lump sum payment for the hours accrued unless the employee is separated from City service.
- 3. Upon separation the employee will be paid at the employee's current hourly rate or average of last three (3) years whichever is higher for the remaining compensatory balance.
- 4. Eligible employees may not exceed 240 maximum hours of accumulation listed at any one time on the city's payroll system.
- 5. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.
- I. Employees assigned to shift work in the Water and Wastewater treatment plants, whose regular work schedule requires work on a holiday shall be compensated at their straight time hourly base rate of pay for performance of work on holidays. Compensation for holidays worked for such employees shall be in accordance to Personnel Rules, Sections 3.12.150 and 3.12.160.
- J. Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:
 - 1. If an employee works the holiday and does not receive any other scheduled workday off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and one-half the employee's base hourly rate (for the actual number of hours worked on the holiday).
 - 2. If an employee works the holiday and receives another scheduled workday off in lieu of working the holiday, the employee shall be compensated at the rate of time and one-half (1 1/2) the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled workday off within the period of five (5) working days before to five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

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

A. During each 24-hour shift, employees shall have an eight-hour period designated as sleep time. Except as provided herein, this sleep time shall be uncompensated and not counted as "hours worked" for purposes of calculating pay and overtime pay.

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

ARTICLE V. WORKING IN A HIGHER CLASS

(Refer to Personnel Rules Section 3.07.080)

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

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

- A. Employees are required to work at least four (4) hours in the higher class to receive the higher class pay, except in classifications where employees are required to operate heavy equipment that is paid at a higher level; in such cases employees will be eligible for higher class pay after one (1) hour of continuous work.
- B. Compensation in excess of an employee's regular base salary rate shall not be authorized for work in a higher class unless such employee is in all respects qualified to perform in the higher class and required to perform at least a substantial range of the more essential tasks of the higher class. Additionally, if an employee is temporarily assigned to perform work that is generally within the scope of their current class, but the work assignment is normally performed by a higher class due to the nature or scope of such work, then the temporarily assigned employee shall not receive additional compensation for performance of their normal and customary duties as prescribed by their regular classification.

- C. Employees assigned to work in a higher class, who are both qualified and required to perform at least a substantial range of the higher tasks, shall be compensated for the time worked in the higher class as follows:
 - 1. Compensation shall be five percent (5%) more than the employee's current salary rate in the lower class unless the difference between classifications is less than five percent (5%). In the event that the top step in the higher range is less than 5%, the employee will be compensated at the top step in the higher class.
 - 2. Employees assigned to management classifications shall be compensated ten percent (10%) more than the employee's current salary rate in the lower class or 5% below Step A of the higher class, whichever is more. In the event that the top step in the higher range is less than 10%, the employee will be compensated at the top step in the higher class.
 - 3. Employees assigned to work in a higher class for thirty calendar days or less shall be compensated pursuant to items C1 or C2 above only for actual hours worked, i.e., the out of class compensation shall not be applied to any non-productive time, such as leave time, CTO, or holiday pay taken during the out of class assignment. Employees assigned to work in a higher class for more than thirty days shall be compensated at the out of class rate of pay for all time worked and any non productive time taken during that portion of the out of class assignment that exceeds thirty days.
- D. Work periods in higher-class assignments shall not apply toward seniority for layoff purposes as regard the higher class or time-in-class consideration for lay-off purposes as regards the higher class.
- E. The classifications of assistant day care site coordinator, water and wastewater treatment plant operator Grade III 24 hour are excluded from earning out of class pay due to 2001 adjustments in salary.

ARTICLE VI. STANDBY

City agrees to the following standby provision concerning represented employees:

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

Workday Standby 1 hour straight time rate per day

Non-workday Standby 1.5 hours straight time rate per day (minimum \$20)

B. Such payment shall be in addition to the overtime payments, which may be payable for call backs pursuant to City Personnel Rules and Regulations. However, employees shall not be compensated at a minimum of two hours of overtime pay for incidents occurring within the time frame of an original call. For example, an employee has been called back, completes the task in one half hour and gets another call before leaving to return home. In this case, the employee would not receive a minimum of two hours of overtime pay for the second and subsequent calls. If the employee returns home and receives subsequent callbacks, the employee would be entitled to a minimum of two hours pay for that (those) call(s). An employee on weekend standby may be authorized to take a City vehicle home, provided the employee lives within the area bound by heavy black lines on the attached map (Appendix B).

- C. Cumulative time spent in excess of fifteen minutes or more shall be compensable as a call back. This applies only to phone calls received while on standby which do not require call out.
- D. Departments shall make standby assignments voluntary whenever practical.

ARTICLE VII. SHORT NOTICE SHIFT ADJUSTMENT

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

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

ARTICLE VIII. MEALS

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

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

Arrangement for meals shall be as follows:

- A. City may provide a meal by bringing food to the work site.
- B. City may allow the employee to go to a restaurant of his/her own choice for a period of one-half (1/2 hour), during which time the employee shall be on paid time, and the City shall reimburse the employee \$10.00 for each meal on their next regular paycheck.
- C. If circumstances permit, the supervisor, in lieu of options contained in paragraphs A and B, may authorize the employee to go home on paid time and consume a meal at no cost to City for a period not to exceed one (1) hour.
- D. Employees in the plants who are assigned to work a 24-hour overtime shift will be entitled to \$30.00 per diem.

ARTICLE IX. PAID LUNCH PERIODS

- A. City will provide for a twenty-five minute paid lunch for day care site coordinators, assistant day care site coordinators, night shift mechanics, night shift street sweeper operators, and custodians.
- B. Refuse truck drivers and solid waste maintenance staff will work a straight eight-hour work schedule with no recognized lunch period.

ARTICLE X. UNIFORM AND SAFETY SHOE/WORK BOOT PROVISIONS

- A. Subject to A3 below, the City agrees to continue to provide two options for a uniform allowance. Each division will determine whether they will receive the city-provided/laundered uniform or a uniform allowance.
 - City agrees to provide eligible employees within divisions who have elected the allowance with a \$300.00 uniform allowance per year for shirts, pants, and shorts payable in January of each year of the contract, OR
 - 2. Entire divisions may elect to receive eleven shirts and pants/shorts per employee cleaned and maintained by the city. This decision will be for the balance of the contract period.
 - For safety reasons, the City reserves the right to deny an employee's request to wear shorts.
- B. City agrees to continue to provide a safety boot/shoe allowance of \$200.00 per year payable in January of each year of the contract.
 - The prescribed shoe or boot must be appropriate to job class and must meet CAL-OSHA (ANSI) regulations.
 - 2. Employees receiving the boot/shoe allowance are required to wear the prescribed boot/shoe whenever conditions require it or be subject to disciplinary action. City reserves the right to determine if a shoe or boot is appropriate to job class in conformance with CAL-OSHA (ANSI) regulations.
- C. It is understood that by the provision of such uniform apparel, designated employees are required to wear such uniform apparel during all duty hours and to maintain a clothing standard that would be consistent with appropriate representation of the City. Regardless of selected option, uniforms must be kept in a well maintained, repaired, and clean condition.
- D. Employees in the Parks Department who are required to work outside in cold weather shall be provided a heavy duty Carhartt type jacket. The City agrees to provide replacement jackets as needed.

CLASSIFICATIONS ELIGIBLE FOR UNIFORM AND/OR BOOT ALLOWANCE

*Building Maintenance Worker I/II

*Certified Welder/Fabricator

Construction Inspector (boot only)

Construction Inspector Supervisor (boot only)

Courier

Custodian

Engineering Technician I/II (boot only)

*Equipment Serviceworker

Industrial Waste Specialist

Industrial Waste Technician

*Irrigation Specialist

Laboratory Analyst

Laboratory Technician I/II

Laboratory Technician/Industrial Waste Specialist

*Mechanic I/II

Meter Reader

Meter Service Worker (boot only)

- *Natural Resource Specialist
- *Parks and Landscape Inspector
- *Parks Maintenance Worker I/II
- *Plant and Equipment Maintenance Worker I
- *Plant and Equipment Mechanic
- *Predictive Maintenance Technician I/II
- *Senior Refuse Truck Driver
- *Refuse Maintenance Worker I/II
- *Refuse Truck Driver I/II
- *Senior Building Maintenance Worker

Senior Construction Inspector (boot only)

Senior Custodian

Senior Engineering Technician (boot only)

*Senior Mechanic

Senior Meter Serviceworker

- *Senior Parks Maintenance Worker
- *Senior Plant and Equipment Worker
- *Senior Street Maintenance Worker
- *Senior Tree Trimmer

Service Contract Inspector

- *Street Maintenance Worker I/II
- *Street Sweeper Operator
- *Tree Trimmer
- *Vehicle Maintenance Parts Buyer
- *Vehicle Maintenance Servicewriter
- *Vehicle Service Attendant
- *Warehouse Leadworker
- *Warehouse Worker I/II
- *Wastewater Treatment Plant Operator I/II/III
- *Water Treatment Plant Operator I/II/III

An asterisk (*) indicates classification is eligible for City-provided uniforms and laundry or uniform/jean allowance and safety shoe or prescribed work boot

E. All new employees will receive a pro-rated amount of uniform allowance based on the number of months remaining in the calendar year in which they are hired. All new employees who are required to wear safety boots on the job shall receive an immediate pro-rated boot allowance

based on the number of months remaining in the calendar year.

- F. New hires get the selection that the division has made for the year (i.e. allowance or uniform service).
- G. Employees who transfer midyear stay with the annual election they have made until the new election period arises.
- H. No employee reimbursement of uniform allowance is required when a Local 39 employee is promoted into management or any other non-uniformed classification.

ARTICLE XI. EMPLOYEE TOOL ALLOWANCE

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

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

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

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

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

Employees may submit claims for the replacement of tools lost due to a catastrophic event or theft.

ARTICLE XII. REST PERIODS

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

ARTICLE XIII. REST PERIOD BETWEEN WORKDAYS

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

- A. Rest Period Between Workdays
 - 1. If an employee has worked for four (4) or more hours during the eight (8) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a four (4) hour rest period upon the completion of such overtime work.

- 2. If an employee has worked for six (6) or more hours during the twelve (12) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a six (6) hour rest period upon the completion of such overtime work.
- 3. If an employee has worked for eight (8) or more hours during the sixteen (16) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to an eight (8) hour rest period upon the completion of such overtime work.
- 4. Rest periods are to begin immediately upon employee's release from overtime work. If the rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight time rate for the extent of the overlap.
- 5. If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her workday, the employee may be excused from reporting for work until the beginning of the second half of his/her workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.
- 6. If the rest period extends into the second half of his/her regular day, the employee may be excused from reporting for work until the beginning of the following workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.
- B. Continuous or Emergency Work Schedule. When, in circumstances of emergencies or other business necessity, it becomes necessary for the City to require a continuous work schedule of twenty-four (24) or more hours of work, employees shall work under close supervision and will be released for rest at the discretion of the department head or designee. In such circumstances, the employee shall be entitled to the prevailing rate of overtime pay, and shall remain at such rate of pay until released from the work schedule for a minimum of eight (8) hours.

ARTICLE XIV. SPECIAL DUTY ASSIGNMENTS

- A. Special duty assignments may occur when an employee, who has been injured on or off the job, has been medically released for limited work based on specific restrictions.
- B. City will require the disabled employee to provide the department head with a written request for a special duty assignment and the treating physician's statement of work restriction(s), or a status report specifying the employee's anticipated date of return to full duty.
- C. The department head will determine whether there is a special duty assignment available 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. If no special duty work is available in the employee's own department, the Human Resources Director will explore the employee's special duty assignment to another department. 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 the Human Resources Director, the City Manager 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) concerning whether or not a special duty assignment can be accommodated.
- F. Special duty assignments will be approved in increments up to ten (10) days, which may be renewed depending on availability of work and the continued disability of the employee. In no case will a special duty assignment be continued once an employee has reached a Permanent and Stationary status.
- G. 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. If an employee is assigned to a special duty assignment of less than full time, either accrued sick leave, or other available leave for hours worked may supplement compensation. In this case, the employee should contact EDD to confirm availability of partial benefits under SDI.

ARTICLE XV.SHIFT DIFFERENTIAL

- A. Shift differential for purposes of this section is defined as a shift of eight hours or more where 50% of the shift falls between the hours of 10 p.m. and 6 a.m. except as otherwise stated in section C below.
- B. Any employee who works an assigned regular time shift as described in "A" above, shall be paid an additional 2.5% of his/her base hourly rate for each hour actually worked. No shift differential will be paid on sick leave, vacation, CTO or any other time off.
- C. Hours worked on overtime, whether the employee is held over, called in to cover a shift or partial shift, or volunteers for an overtime shift, will not be eligible for shift differential pay.
- D. This provision does not apply to any shift with allowable sleep time.

CHAPTER 3. INSURANCE BENEFITS

ARTICLE I. **HEALTH AND WELFARE PROGRAM**

Eligibility Α.

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the Local 39 bargaining unit. Regular part-time employees who are hired into a position funded as regular parttime after January 1, 2005, or current employees who laterally transfer or promote into a regular parttime 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.

Medical Insurance Benefits B.

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

C. Cafeteria Plan

- 1. The City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code or any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and (Long Term Disability) LTD insurance.
- 2. Effective the first of the month after ratification by the City Council the City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to \$1,284.00 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the agreement.
- 3. Effective the first pay period after ratification by the City Council but not sooner than December 1, 2013, the City agrees to provide a flex plan credit of \$108 per month to be used by active employees for any benefit covered under the Cafeteria Plan. Effective January 1, 2014 the flex plan credit shall increase to \$132 per month. Effective December 1, 2015, the flex plan credit shall increase to \$156 per month.
- 4. Employees who elect not to participate in any of the medical, dental, vision or LTD insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these city sponsored benefits will receive \$150 per month.
- 5. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by

an employee to offset the cost of participation in City sponsored medical, dental, vision, and LTD insurance benefits for the employee and any eligible dependents.

- D. All employees will be enrolled in the SDI Program without benefit of election. Employee accepts sole responsibility for payment of any and all costs under this program. All payments will be collected via payroll deduction.
- E. City agrees to provide a dental benefit as described in the evidence of coverage document. The City reserves the right to select any dental carrier. The City will provide two cleanings per year (except for periodontal patients who will continue to have four cleanings). Open enrollment will be as described in the evidence of coverage document which will be evaluated regularly and may be changed at the City's discretion in order to manage premiums for the City and represented employees.
- F. The City agrees to provide a vision benefit. Details of the City's vision benefit are described in the evidence of coverage document. The City reserves the right to select any vision carrier. Open enrollment will be as described in the evidence of coverage document.

ARTICLE II. RETIREE HEALTH BENEFITS

Α. Medical Insurance Benefits

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

- 1. The parties agreement to move from the CalPERS equal contribution method to the PEMHCA minimum employer contribution method does not modify retiree health benefits for employees in Tiers I and II pursuant to Article II B and C below.
- B. For Employees Hired Prior to January 1, 2005 (Tier 1)

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

C. For Employees Hired On or After January 1, 2005 and prior to the first of the month after ratification by the City Council or as soon as administratively possible. (Tier 2)

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

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

Employees who have PERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for 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 PERS-credited service.

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

- D. For Employees Hired On or after City Council ratification or as soon as administratively possible. (Tier 3)
- 1. Employee hired on or after the first of the month after City Council ratification shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute 1.0% of their base salary each pay period to a city sponsored Retirement Health Savings (RHS) account and shall contribute an additional 1.0% per pay period per year annually, up to a maximum of 5.0% per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.
- 2. After five years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to \$100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution to this account upon retirement.
- 3. Employees who terminate City service for reasons other than retirement prior to 20 years of cumulative service with the City will forfeit any City contributions.
- 4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After 10 years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

ARTICLE III. PERS /OTHER POST EMPLOYMENT BENEFITS

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

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

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

If groups representing 2/3 of the employees and representing at least 51% of the employees cannot decide on an alternative health care plan, the City will not leave PEHMCA.

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

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

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

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

ARTICLE IV. LONG TERM DISABILITY PLAN

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

ARTICLE V. DEFERRED COMPENSATION

- A. City agrees to maintain a voluntary program of employee funded deferred compensation for permanent full and part-time employees. It is understood that City is solely responsible for selection of the deferred compensation plan and plan administrator(s).
- B. Effective June 30, 2012, the City agrees to contribute three percent (3%) of the employee's base wages into the deferred compensation plan for employees who have completed five (5) continuous

years of permanent employment with the City of Roseville

ARTICLE VI. PUBLIC EMPLOYEES RETIREMENT SYSTEM

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

- A. Miscellaneous Members: In accordance with Section 21251.132 of the Public Employees Retirement System contract options, City will continue to provide the 2.7%@55 formula based on single highest years' compensation with 1959 Survivor's Benefit, EPMC, domestic partner, and sick leave conversion provisions.
- B. Effective June 2, 2012, represented employees will pay eight percent (8%) of reportable income to PERS. As permitted by PERS, the City agrees to report a total of 6.197% of the 8% paid by the employee as part of the employer's contribution, with the remaining 1.803% reported as the employee's portion of PERS.
- C. City agrees to continue PERS Section 21548 Pre-Retirement Optional Settlement 2 Death Benefit.
- D. If, during the term of this agreement, legislation is passed which makes it possible to bargain an enhanced PERS retirement benefit for any of the classifications covered under this agreement, the parties agree to a limited reopener to discuss retirement enhancements. Union agrees that additional costs of an enhanced benefit shall be paid out of the salary and/or health increases negotiated in this agreement.

ARTICLE VII. EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE VIII. LIFE INSURANCE

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

CHAPTER 4. LEAVES

ARTICLE I. HOLIDAYS -- GENERAL

- A. The following holidays shall be observed by the city with respect to all employees, except shift employees in the water/wastewater treatment plants. City offices shall be closed on these days except as otherwise provided herein:
 - 1. January 1st (New Year's Day)
 - 2. The third Monday in January (Martin Luther King's Birthday).
 - 3. The third Monday in February (Washington's Birthday)
 - 4. The last Monday in May (Memorial Day)
 - 5 July 4th (Independence Day)
 - 6. The first Monday in September (Labor Day)
 - 7. The second Monday in October (Columbus Day)
 - 8. November 11th (Veteran's Day)
 - 9. The day in November appointed by the President of the United States as Thanksgiving Day.
 - 10. The day immediately following Thanksgiving Day
 - 11. December 25th (Christmas)
 - 12. Eight (8) hours (floating holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months probationary service (pro-rated for part time 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. The following non-recurring holidays shall be observed in any year in which they occur: Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday (except Admission Day).
- C. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to

other conditions by the department head.

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

D. Christmas Holiday Week Time Off

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

HOLIDAYS - TREATMENT PLANTS

- Treatment Plant non-shift employees shall receive eleven (11) holidays per year to be taken A. as they occur as well as one (1) floating holiday per year.
- B. Treatment Plant shift employees shall receive six (6) fully paid holiday shifts per year, in advance, on January 1st of each year, earned in twelve (12) hour increments for each one (1) month of continuous employment. Employees may take holidays in full shifts or half shifts, but may take no more than six (6) half shifts during the hours of 0700 and 1900, local time, within a calendar year. Should an employee take six (6) half (morning or a.m.) shifts, the employee may take the rest of the holidays as pay in three (3) full shifts, or as six (6) half (night or p.m.) shifts.
 - In lieu of holiday time off, shift employees may elect to receive straight salary for up to three shifts of earned and unused holiday credit within each fiscal year. All holiday time to be converted to pay by an employee shall be in full shift increments. All employees opting for pay may do so only once during any fiscal year, and City shall pay that employee in a separate draft.
 - 2. All holiday time off is subject to advance approval of the department head.
- C. If an employee has taken more holidays than have been earned at the time of separation from service, City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final check.

ARTICLE II. SICK LEAVE

(Refer to Section 3.12.070 Personnel Rules):

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

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

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

- 2. The employee's exposure to a contagious disease.
- 3. Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's immediate family member is incapable of independently attending such appointments.
- 4. Where the employee's medical attention to an immediate family member is required. Immediate family member is defined as the employee's mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, or any person living in the employee's immediate household.
- 5. Emergency leave due to the death or imminent death of family members.
- B. Accrual/Use: Sick leave is accrued by all classified employees on the basis of biweekly payrolls based upon eighty (80) hours of paid time per pay period for all employees except 24hour workers whose accrual will be based upon 112 hours per pay period. On each day following completion of one (1) month of continuous service, eligible full-time employees shall receive credit for eight (8) hours or one-half of a 24-hour shift leave with pay, the total of which shall not exceed twelve (12) days or six (6) shifts in any twelve (12) month period. Sick leave may be used for those purposes listed above. Employees on a modified schedule work assignment shall accrue sick leave on a pro rata basis of hours worked. Maximum accumulation of sick leave shall be unlimited.

Employees may be granted sick leave in minimum units of one-half (1/2) hour for those reasons specified in Subsection A, provided that such time has been earned.

Department heads may require probationary employees to support each incident of sick leave use by verification of an attending physician's statement of bona fide injury/illness.

Employees shall not use sick leave for disabilities determined to be job related, except as provided for in Section 3.12.100 of the Roseville Municipal Code, nor shall employees be allowed to use sick leave for the sole purpose of utilizing such accrued time prior to separation from service.

- C. Illness/Injury During Vacation: An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that:
 - Immediately upon return to duty, the employee submits to the department head a written request for sick leave, accompanied by a signed statement from the employee's attending physician describing the disabling nature and dates of such illness/injury.
- D. Holidays During Sick Leave Or Disability: Observed holidays occurring during sick leave shall not be counted as a day of sick leave or disability, but shall be regarded as the taking of a holiday.
- E. Sick Leave For Immediate Family Care: Regular employees may be granted a maximum of

seven (7) sick leave days or three (3) shifts in any calendar year for the required care of immediate family members who are ill, injured, or have a pregnancy related medical need to be attended by the employee.

- F. Funeral and Bereavement Leave: Regular employees may be granted a maximum of 64 hours or three (3) shifts of sick leave for each such instance to:
 - 1. Attend the funeral of an immediate family member, grandparents, grandchildren, or inlaws.
 - 2. Deal with matters related to the death of critical illness where death appears imminent of any member of the employee's immediate family.

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

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

Generally, the certificate of a physician is not required for sick leave absences of less than five (5) days or two and one-half (2-1/2) consecutive shifts, unless it is deemed necessary for the protection of the city's interests, and in cases of probationary employees when required by the department head. However, absences of five (5) days or two and onehalf (2-1/2) shifts may be required to be supported by a medical certificate describing the nature and dates of care received and certification that the employee is able to resume work, otherwise such absence may be charged to other available time away from work, including leave without pay.

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

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

Н. Sick Leave Without Pay: Upon written request of an employee, the Human Resources Director may grant leave without pay due to personal illness/injury for up to thirty (30) calendar days and may grant extensions up to a total maximum period of ninety (90) calendar days. Extensions of sick leave without pay up to a maximum of an additional ninety (90) calendar days must be approved by the City Manager. The initial and subsequent requests for sick leave without pay must be accompanied by a physician's certificate stating the nature and

approximate duration of medical disability.

- I. Sick Leave--Excessive Usage: The sick leave program is designed to provide employees with two benefits: (i) available paid leave for a reasonable amount of short-term illnesses, and (ii) provide a savings bank of time to ensure available paid leave for long-term illnesses. In order to ensure that the sick leave program is being utilized for both purposes, all city employees are monitored to ensure that their usage of the sick leave benefits is not excessive. "Excess usage" is defined as follows:
 - 1. Where an employee utilizes more than four days at the 5/8 plan; six shifts at the 4/10 plan; three shifts at the fifty-six hour plan for sick leave in any calendar year in connection with the day before or after a holiday, or first or last day of workweek/shift;
 - 2. Where an employee is absent from work on at least eight separate occasions for a total of at least sixty-four hours or eighty hours for 4/10 employees in a calendar year for two years in a row. In addition such usage must be above the average usage for the employee's division, with consideration of occupational exposures.
- J. Excessive Use Program: Once an employee has been identified as having excessive sick leave usage, as defined in this subsection, he/she will enter into the following program:
 - 1. The first year an employee is identified as having excessive usage the employee shall be counseled by their supervisor and shall receive a sick leave reminder letter, which will be retained by the supervisor and not placed in the employee's personnel file.
 - 2. An employee is identified as having excessive sick leave usage two consecutive years or two out of three years, the employee will be counseled by their supervisor and shall receive a written reprimand which will be placed in the employee's personnel file. All sick leave usage will require a doctor's excuse for a period of one year following the written reprimand.
 - If an employee is identified as having excessive sick leave usage three consecutive years or three out of four years, the employee will receive a three-day suspension without pay. Sick leave usage will continue to require a doctor's excuse for a period of one year.
 - 4. If an employee is identified as having excessive sick leave usage in excess of four consecutive years or four out of five years, serious disciplinary action, which may include termination from city service, will occur.

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

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

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

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

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

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

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

ARTICLE III WELLNESS INCENTIVE PROGRAM

- General. This program is designed to encourage a reduction in the total average sick leave usage over a period of time. The wellness incentive program rewards employees who use not more than four work days/shifts of accrued sick leave during a calendar year.
- B. Eligibility: In order to be eligible an Employee must:
 - Maintain a sick leave bank of 160 hours (240 hours for 24-hour personnel) after 1. cashing out hours. This bank will allow for a long-term bank in the event of illness or injury.

2. Be assigned to a permanent position. The Employee must be continuously on the City payroll and eligible to earn and use sick leave during the entire calendar year. An Employee on an unpaid leave of absence during a portion of the calendar year is excluded for that year.

C. Program:

- 1. Tier 1: An eligible Employee who has used two or fewer work days/shifts during a calendar year shall be allowed to cash out up to four month's accruals (i.e. 32 hours for a 5/8 schedule, 48 hours for a 24-hour schedule) of sick leave or convert an equivalent amount of time to vacation. This cash out will occur during the January of the subsequent year.
- 2. Tier 2: An eligible employee who has used three or four shifts of sick leave shall be allowed to cash out up to two month's accruals (i.e. 16 hours for a 5/8 schedule, 24 hours for a 24-hour schedule) of sick leave or convert an equivalent amount of time to vacation. This cash out will occur during the January of the subsequent year.
- D. Continuation of Program. In the event that the City is unable to achieve the goal of reducing sick leave usage, the continuation of this program will be reevaluated by the City and the Union.

ARTICLE IV. MILITARY LEAVE

- Α. Classified employees obligated to serve periods of active military duty for training shall be compensated by the city at their regular rate of compensation for normal duty hours and days or shifts during such absence from work, up to a maximum of two hundred and forty (240) hours in any calendar year. The number of hours used shall be determined by the employee's regular schedule.
- B. Classified employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty prior to such duty if for regularly scheduled training or within thirty (30) 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 V. JURY DUTY LEAVE

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

report, the employee's shift shall be changed to days until the jury obligation has been fulfilled. Any day that the employee is released from service having served fewer hours than normally scheduled, the employee shall report to work for the remainder of the shift.

ARTICLE VI. DISABILITY LEAVE

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

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

ARTICLE VII. LEAVES OF ABSENCE

- A. Department heads may grant a probationary or permanent employee leave of absence without pay or benefits related to employment for a period not to exceed one calendar week. Such leaves shall be reported in writing to the Human Resources Director.
- B. Leaves of absence without pay or benefits related to employment for a period not to exceed three consecutive months may be granted to permanent employees upon recommendation of the department head and approval of the Human Resources Director and City Manager. Following the initial three months, the leave of absence may be extended for a maximum of an additional six months if recommended by the department head and Human Resources Director, and approved by the City Manager. However, no such leave shall be granted except

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

ARTICLE VIII. 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:
 - Sick Leave With Pay. A pregnant employee may take accrued sick leave with pay for reasons of medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave exceed the total of the employee's accumulated but unused sick leave, nor shall paid sick leave be granted beyond the date the employee is no longer considered medically disabled from normal work activities.
 - 2. Other Paid Leave. A pregnant employee may elect to utilize accrued vacation, compensatory time off, or any other earned form of paid absence from work in lieu of, or in combination with, paid sick leave during the period of pregnancy related leave,

the combination of which may not exceed normal full pay.

3. Sick Leave Without Pay. Eligible employees may be granted sick leave without pay pursuant to Section 3.12.070(I) of the Personnel Rules and Regulations.

ARTICLE IX. VACATION LEAVE

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

- A. Eligibility: All regular employees in the classified service 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: Each regular classified employee shall accrue vacation leave based upon eighty (80) hours of paid time each pay period for all employees except 24-hour workers whose accrual is based upon 112 hours per pay period with pay as follows. (Employees on a modified schedule work assignment shall accrue vacation leave on a pro-rata basis of hours worked).

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

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

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

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

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

ARTICLE X. PERSONAL LEAVE TIME

1. Effective January 1, 2014, each employee who has completed his/her initial probationary period with the City shall be provided a bank of thirty (30) hours of Personal Leave Time (PLT). Part-time employees will receive a prorated bank. Thereafter, employees shall be provided a bank of 30 hours of PLT on the first pay period of each calendar year. Any employee hired after the first pay period shall be granted a prorated amount at .5769 hours per week for the remainder of the calendar year. For example, if an employee is hired on July 1, the employee shall be granted 15 hours of PLT. Part-time employees shall receive a pro-rated bank.

Use of PLT time shall be subject to the following:

- a. PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank.
 - i. Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department.
- b. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department. Pursuant to Chapter 3, Article V of this MOU, employees may defer some or all cashed out PLT into the City's deferred compensation plan.
- c. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.
- d. Employees who terminate employment with the City shall be cashed out at the rate of .5769 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than .5769 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for hour basis at the employee's regular straight-time hourly rate of pay. For example, if an employee terminates employment on March 31, the employee shall receive payment for thirteen (13) weeks of PLT, or 7.4997 hours of PLT time. Part time employees will receive a pro-rated cash out of their bank.
- 2. Consistent with Item 1 above, beginning January 1, 2014, employees shall be provided an additional 10 hours of PLT per calendar year. The additional 10 hours of PLT shall have no cash value, but may be used by employees in a manner consistent with Item 1a above. Any of the additional 10 hours of PLT not taken by an employee at the end of the calendar year shall be lost and not rolled over into the next calendar year.

ARTICLE XI. CATASTROPHIC LEAVE

Employees may voluntarily donate accrued vacation, compensatory time off (CTO), and/or floating holiday hours for credit to another permanent employee who suffers a non-industrial related catastrophic illness, injury or for the extended care of an Employee's immediate family member (as defined in Section 3.12.070.A.4 of the City of Roseville Personnel Rules and Regulations). Such donations shall be made in accordance with the following:

- A. The recipient employee must be off work for a minimum of thirty (30) consecutive days and must have exhausted all accrued leave (vacation, holiday, sick leave, compensatory time, etc.) prior to receiving donated leave. This waiting period only applies to the first occurrence of any such illness or injury. An employee is not required to be off an additional thirty days for a reoccurrence/exacerbation of an existing condition.
- B. A donor employee may voluntarily donate up to a maximum of forty (40) hours of vacation, compensatory time, and/or floating holiday time in any calendar year. All donations are irrevocable. Donations shall be made in two (2) hour increments. All unused hours shall

- remain with the recipient employee.
- C. A maximum of sixty (60) days can be donated to any one permanent employee in any one calendar year.
- D. A recipient employee shall be eligible for health benefits while on catastrophic leave with donated time for a maximum of sixty (60) days; however a recipient employee shall not accrue vacation or sick leave during this period.
- E. Employee must provide medical certification for care of an immediate family member. The certification must state that the family member is in need of extended care from the Employee, as well as an estimated amount of time required to attend to the immediate family member. Extended care of an immediate family member must be used continuously and not on an intermittent basis. Requests shall be evaluated the Department Head and the Human Resources Director to determine the amount of catastrophic leave to be requested in each instance. Requests for catastrophic leave for immediate family care will first start with department members before being requested of other city employees.
- F. An employee donating accrued leave or an employee receiving donated leave shall waive all tax liability of the City through the establishment of the catastrophic sick leave program.

ARTICLE XII. ANNUAL LEAVE

Local 39 and the City agree to create a Labor Management Committee to explore the feasibility of offering a voluntary Annual Leave program to employees in lieu of the current vacation/sick leave provisions. The Committee will meet beginning January 2015 and will conclude June 30, 2015.

CHAPTER 5. MISCELLANEOUS ISSUES

ARTICLE I. AGENCY SHOP/FAIR SHARE

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

ARTICLE II. DUES DEDUCTIONS

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

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

ARTICLE III. CAUSES FOR DISCIPLINE

(Refer to Section 3.16.020 of the Personnel Rules)

ARTICLE IV. TYPES OF DISCIPLINE

(Refer to Section 3.16.030 of the Personnel Rules)

ARTICLE V. GRIEVANCES - GENERAL AND PROCEDURES

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

- A. Grievances in General. An employee, a group of employees, and or Local 39 may complain to the city management through the grievance procedure in this Article regarding any matter relating to employee wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.
- B. Informal Grievances. An employee, a group of employees, and/or Local 39 with a grievance shall first discuss the matter with the immediate supervisor within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If the matter is not resolved, the employee shall next discuss the matter with the department head within ten (10) calendar days of the supervisor's decision. The department head and the employee shall attempt to informally resolve the dispute. The decision of the department head regarding an informal grievance shall be final unless the employee files a formal grievance.
- C. Formal Grievances.
 - 1. An employee, a group of employees, and/or Local 39 who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager within ten (10) calendar days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance, which the employee wishes the City Manager to consider. The City Manager shall meet with and respond in writing to the employee, group of employees, and his/her Local 39 union representative within ten (10) calendar days of the receipt of the grievance.
 - Except in those cases where the grievance is subject to Administrative Appeal to the Personnel Board pursuant to Roseville Municipal Code, Chapter 3.23, or Chapter 5, Article VI of the Memorandum of Understanding, the decision of the City Manager regarding a formal grievance is final.

ARTICLE VI. GRIEVANCES - MOU INTERPRETATION AND APPLICATION

A. City agrees to the establishment of a three (3) member Review Board, the composition of which will consist of one (1) member selected by City, one (1) member selected by the union which shall not be an employee of City, and one (1) member selected jointly by City and union

from among available representatives of the State Mediation and Conciliation Service who shall serve as chairperson of the Review Board.

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

ARTICLE VII. NO STRIKES/CONCERTED ACTIONS

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

ARTICLE VIII. EDUCATIONAL TRAINING

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

ARTICLE IX. TRAINING, LICENSES AND CERTIFICATES

City will pay or reimburse employees for all special training, licenses and certificates, including

renewals that employees are required to maintain as a condition of continued employment so long as the employee successfully completes all phases of the training, license and certification including passing required examinations.

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

ARTICLE X. EDUCATIONAL REIMBURSEMENT

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

ARTICLE XI. ORIENTATION

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

ARTICLE XII. PROMOTIONAL POINTS

- A. Except for qualifying/non-qualifying 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 (10) 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 examination 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 one-half point for each full year of permanent service to a maximum of five (5) points.

ARTICLE XIII. CERTIFICATION

- A. All appointments to vacancies occurring in the classified service shall be based upon merit and fitness ascertained in accordance with these rules and shall be made by transfer, demotion, or from eligibles from an appropriate employment list, if available, which appointment may be for new employment, re-employment, reinstatement, or promotion. The type or types of appointments utilized shall be in the best interest of the city as determined by the City Manager. In the absence of persons eligible for appointment in these ways, provisional, temporary, emergency, or other types of appointments may be authorized by the City Manager in accordance with the Personnel rules and the City Charter.
- B. Whenever a vacancy in the classified service is to be filled, the appointing authority shall notify the Human Resources Director in the manner prescribed. If there is no employment list available for a class, the Human Resources Director shall decide the manner in which the position shall be filled.
- C. The number of persons to be certified by the Human Resources Director to the hiring department shall be the top five 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.

D. Vacancies in the classified service filled by promotion may be certified by competitive (closed) promotional examination, or by promotional certification by the department head and Human Resources Director in those cases where only one employee is qualified for the higher level position.

For advancement to occur by promotional certification, the department head must notify the Human Resources Director that an employee meets all prescribed standards of the higher level class, has demonstrated in all respects the ability to satisfactorily perform responsibilities of the higher level class, and is in other ways eligible for certification to the higher level class. Upon a finding by the Human Resources Director that an employee is in all respects eligible for promotional certification, the Human Resources Director may so certify the employee for employment consideration by the department head upon the occurrence of the next vacancy at the higher level position.

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

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

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

ARTICLE XIV. PROBATIONARY PERIODS

Union agrees that the classifications listed in Appendix "X" are subject to a six (6) month probationary period of employment.

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 XV. PROMOTIONS

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

ARTICLE XVI. LEAVE DURING NOTICE PERIOD

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

ARTICLE XVII. ALCOHOL AND DRUG POLICY

City and Union agree to continue to enforce the Alcohol and Drug Policy, which was last updated on June 6, 2006.

ARTICLE XVIII. SAFETY GLASSES

City agrees to provide safety glasses in compliance with Administrative Regulation 2.02 which was updated on October 26, 2007.

ARTICLE XIX. HEALTH AND SAFETY

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

ARTICLE XX. JOB SHARING

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

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

ARTICLE XXI. HEALTH MAINTENANCE PHYSICALS

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

ARTICLE XXII. BULLETIN BOARDS

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

ARTICLE XXIII.CITY MANAGEMENT RIGHTS

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

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

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

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

ARTICLE XXIV. PAYROLL ERRORS

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

ARTICLE XXV. PERFORMANCE EVALUATIONS

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

ARTICLE XXVI. REMOTE E-MAIL ACCESS

Employees will be allowed to enter into a remote email access agreement with the City of Roseville as described in Administrative Regulation 1.04.03. Local 39 understands that this voluntary policy is being adopted for employee convenience and no compensation will be provided to employees as a result of their incidental access to the City's email system.

EXECUTION

The provisions cited above represent agreements made in conjunction with a negotiated settlement between the City of Roseville and the International Union of Operating Engineers, Stationary Engineers, Local No. 39, and such provisions shall be contained in a current Memorandum of Understanding signed by duly authorized representatives of the City and Stationary Engineers, Local No. 39. Such provisions shall be valid for the period December 14, 2013 through December 31, 2015, as agreed to by the employer-employee representatives whose signatures appear on the attached page in behalf of their respective representation. Both parties understand that all other terms and conditions of employment will remain the same during the length of this agreement.

	INTERNATIONAL UNION OF
CITY OF ROSEVILLE	OPERATING
	ENGINEERS, LOCAL 39
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City Manager	President
John	_ Jany Deman
DENNIS BATCHELDER	JERRY KAĽMAR 🐧
Chief Negotiator	Business Manager
Man	Charles Solt
SEAN BIGLEY	CHARLIE SOLT
Member, Negotiating Team	Business Representative
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TARA GEE	JOSEPH ALLEN
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Mala Han	CASTA
MONTY HANKS	RHONDA BARSOTTI
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APPENDIX"B"

Take Home Vehicles Distance Map

