

# Memorandum of Understanding

Roseville Police Association and City of Roseville



## **Term of Agreement:**

January 1, 2022 – December 31, 2023



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# **MEMORANDUM OF AGREEMENT**

## **CHAPTER 1. ADMINISTRATION**

### **ARTICLE I. PREAMBLE**

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

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

### **ARTICLE II. RECOGNITION**

Pursuant to the Meyers-Milias-Brown Act the City recognizes the Roseville Police Association as the exclusive representative for all employees in the bargaining unit as provided by Chapter 3.17 of the City's Personnel Rules.

### **ARTICLE III. CONTINUATION OF BENEFITS**

- A. This Memorandum of Understanding is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Memorandum of Understanding. No amendment, alteration, understanding, variation, waiver or modification of any terms or provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties hereto and approved and implemented by the City Council.
- B. Terms and conditions of employment as specified in this Memorandum shall remain in full force and effect during the term of this Memorandum unless modified pursuant to the above paragraph.

### **ARTICLE IV. TERMS OF UNDERSTANDING**

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective January 1, 2022 upon City Council ratification and shall expire December 31, 2023.

### **ARTICLE V. SEVERABILITY OF AGREEMENT**

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

## CHAPTER 2. SALARIES AND OTHER COMPENSATION

### ARTICLE I. SALARIES

**A. General Wage Increase:** Effective the first full pay period in January 2022, all employees assigned to the classification listed in Appendix "G" shall receive a base salary increase of three percent (3%).

**B. Labor Market Adjustments:**

Effective the first full pay period in January 2023, the same benchmark job classifications used in the 2020 Total Compensation Study will be studied in 2022. The effective date of the Total Compensation Study survey data is July 1, 2022.

The Total Compensation Study will use the agencies provided in Appendix "Z" for comparison and will be based on the same salary, benefit elements and methodology used in the 2020 Total Compensation Study for each classification, which include:

- Minimum Base Salary
- Maximum Base Salary
- Employee's Portion of PERS Paid by the Employer (%)
- Employee's Portion of PERS Paid by the Employer
- Deferred Compensation
- Longevity Pay (Year 10)
- Maximum Education/Certification Pay
- Education/Certification Pay Notes
- Cafeteria Plan
- Health (Most Expensive Plan)
- Dental
- Vision
- Life Insurance
- Long-Term Disability Insurance
- Retiree Health Savings Account (RHSA)
- Social Security/Medi-Care
- Employee Contributions Towards RHSA
- Employer Portion of Retirement Paid by the Employee
- Employer Portion of Retirement Paid by the Employee

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to RPA for comments and to review for accuracy no later than October 14, 2022. The RPA will provide any comments regarding the accuracy of the Total Compensation Survey no later than October 28, 2022. The City will provide a salary increase for each classification falling below the total compensation 55th percentile by an amount to match the market 55th percentile.

Prior to May 1, 2022, the City will complete the classification study and appropriate benchmarks of previously agreed surveyed agencies for the, Police Property and Evidence Clerk I/II, Police Property and Evidence Supervisors, Police Records Clerk I/II, and Records Supervisor. Parties agree to meet and confer over any proposed revisions.

**C. Salary Schedules A and B**

a. All employees hired before February 6, 2016, will remain on the current salary schedule (A) for all listed classifications in the bargaining unit. All such employees will continue on this salary schedule when promoted or transferred to other classifications within the bargaining unit.

- b. Effective February 6, 2016, the City created a second salary schedule (B) which will apply to all new hires for all listed classifications in the bargaining unit. For purposes of this provision, any employee who was initially hired before February 6, 2016 that had a break in City service and was rehired after February 6, 2016, will be deemed a newly hired employee under this provision.

#### **D. Salary Schedule B Salary Ranges: Reduce from 15 steps to 12 steps**

Effective the first full pay period in January or the first full pay period after Council approval, whichever is later, the Schedule B salary ranges will be reduced from 15 steps to 12 steps, using the same top and bottom salary steps, establishing 3 percent between salary steps, except creating a new entry salary step that is 4.7% below the new step B.

#### **E. Reopener Provision.**

The City may reopen this contract if the following occurs:

1. The City loses the ability to collect, levy or transfer to the general fund various fees and the loss of these revenue sources exceeds \$1m; or
2. The Roseville voters by local ballot initiative approve the elimination or reduction of a revenue currently being levied or collected in the amount listed above.

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

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

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

## **ARTICLE II. DIFFERENTIAL/TRAINING PAY**

Any employee designated in writing to provide formalized training to a new employee shall receive a five percent (5%) differential in salary for all hours worked in such capacity as identified in the below parameters. Formalized training programs must be established in order for an employee to be eligible for the training differential pay. In service training does not qualify for the training differential pay.

The following parameters apply to qualifying for the differential/training pay:

1. **Communications Training Officer**  
Up to Four (4) Communications Training Officers will be identified through an interview process. Minimum qualifications for this position shall include a non-probationary employee with the City of Roseville and the completion of the POST Communication Training Officer Course. Communications Training Officers will receive the differential/training pay even when they are not assigned a trainee. Communications Training Officers are subject to the following parameters:
  - a. Interviews will be held annually to identify individuals qualified to perform as Communications Training Officers.
  - b. Following each shift/schedule bid process, up to four Communications Training Officers will be assigned to perform in that capacity until the next shift bid process is complete. Assignment of a Communications Training Officer to a dispatch shift/schedule will be based on operational needs.

- c. Communication Training Officers will assist supervisors/managers to ensure all staff are clear on policy and procedure and ensure quality standards for emergency medical dispatch.
- d. Communications Training Officers will be evaluated by the Dispatch Manager each assignment for continued participation as a Communications Training Officer. If the evaluation determines the Communications Training Officer is no longer meeting the requirements of the position, the Dispatch Manager may recommend to the Chief of Police that the Communications Training Officer be removed from the role. Participation as a Communications Training Officer will be at the discretion of the Chief of Police.

2. Training Pay

Any employee, excluding those classifications that require training as part of the assignment (e.g. supervisors), designated by the department in advance to provide formalized training to a new employee or an employee who management has identified as needing formalized training, shall receive a five percent (5%) differential in salary for that time served in such capacity. Formalized training programs must be established in order for an employee to be eligible for the training differential pay. In-service training does not qualify for the training differential pay.

**ARTICLE III. SPECIAL PAYS**

- A. Employees shall not be deemed eligible to receive such pay until they have successfully completed their one (1) year probationary period.
- B. Employees in the job classes listed in Appendix W who acquire and maintain the corresponding certificates as listed will be paid two and one-half percent (2.5%) of their base salary.

Where more than one certificate is listed per job class, no stacking of payments will be made (no additional payment will be made for a second certificate by an employee).

Exception: Communications Supervisor and Dispatcher I and Dispatcher II hired on or before October 1, 2013 who currently are paid for Emergency Medical Dispatch (EMD) Certificates will also be eligible for one (1) additional certificate as listed in Appendix W. Dispatcher I and Dispatcher II employees hired between 10/1/13 to 12/1/17, who possess an EMD certificate, are eligible for one (1) additional certificate pay as listed in Appendix W. Employees hired after 12/1/2017 are not eligible for EMD certificate pay.

Employees must be using the referenced certificate as part of their primary job assignment.

- C. Employees promoting into supervisory positions are eligible to retain a lower level certification pay for a maximum of two (2) years following promotion or employment into an eligible position or until eligible for the Supervisory POST certificate, whichever comes first.
- D. Employees who possess certificates are responsible for submitting their certificate with the corresponding Personnel Action Form in order to be paid the two and one-half percent (2.5%) stated above.

**ARTICLE IV. SERVICE TERM BONUS**

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

Service Term	Service Term Bonus
Beginning of 10th year and every year thereafter	2.5% of base salary

Beginning of the 15th year and every year thereafter

An additional 2.5% of base salary

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

Effective February 17, 2007, for employees hired before January 1, 2016, the following certification pays will be calculated on service term bonus, previously referred to as "longevity" and reported to CalPERS as special compensation.

- Emergency Medical Dispatch Certificate

The service term bonus is to be considered as part of an employee's total compensation. However, only actual costs of the service term bonus shall be used when calculating total compensation for the purpose of comparing salaries and benefits of the City to other benchmark agencies.

Employees hired on or after January 1, 2016, who receive a satisfactory or above annual performance review shall be eligible for an annual lump sum performance bonus as follows:

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

The annual lump sum performance bonus shall be paid with the first full pay check in January each year.

## **ARTICLE V. COURT APPEARANCE**

- A. Employees who are off duty (excluding sick leave days off or Workers' Compensation leave) awaiting court appearance and such appearance is cancelled by the court, shall receive standby pay of two (2) hours pay at their overtime rate. In the event the employee is notified of the cancelled court appearance prior to the end of their last regularly scheduled shift the employee shall not be entitled to any standby pay. If an employee is scheduled to appear in court within two (2) hours of the time he/she is to report for duty and the appearance is cancelled by the court the employee will receive standby pay only up to the time he/she is to report for duty. In no way will the employee's eligibility for standby pay and actual work hours overlap. The required notification for this provision shall be one of the following:
1. Notice in person or by telephone to the employee including messages left on telephone recorders, cell phones, email, or answering devices at the employee's place of residence.
  2. Voice mail delivered thirty (30) minutes prior to the end of the employee's last regularly scheduled shift.
  3. Outlook Calendar, for those employees who have been issued a Department smartphone.
- B. Employees who are off duty and are required to make a court appearance shall be entitled to a minimum of four (4) hours of overtime pay for court appearances. Where the first court appearance of the day overlaps with a second court appearance, employees shall receive overtime compensation hour-for-hour beyond the conclusion of the first four (4) hours. Employees who begin a regular or other work shift within four (4) hours of their required court appearance time (travel time included for court appearances outside of Roseville) will be compensated hour-for-hour for time spent in court prior to the beginning of their work shift. If during the four (4) hours an employee is required to report to a regular or other work shift, the court pay will terminate. In no way will court time pay overlap with a regular or other work shift.



- C. Employees attending court shall not be compensated for the lunch recess.
- D. Employees shall not be eligible for meal reimbursement during or for court appearances except in the case when a court appearance occurs on an employee's day off and the appearance is continued through the court lunch break. In this case the employee may be reimbursed for the actual cost of the meal not to exceed ten dollars (\$10.00). Each reimbursement request must be accompanied by a receipt.
- E. For multiple same day subpoenas an employee is entitled to receive standby pay in accordance with Section "A" of this Article when the employee has subpoenas for the morning (0800-1200 hours) and afternoon (1300-1700 hours) and when one or both are cancelled. Standby shall be paid for one or both subpoenas so long as appearance times do not overlap or unless the employee is notified prior to 1230 hours in reference to any cancellation of the afternoon subpoena. Such notification shall be either via telephone or in person.

**ARTICLE VI. OVERTIME**

- A. Overtime work may be required of any employee in order to meet special or unusual needs of service beneficial to the City and community. Employees shall be provided seven (7) days' notice prior to being assigned mandatory overtime other than shift extension overtime. Advance notice is not required for mandatory overtime caused by sick leave requests or other protected leaves. However, no employee may be required to work overtime during any scheduled work week in which he/she is on unpaid status due to disciplinary action. Overtime is defined as the number of hours worked in excess of the normal weekly schedule of work hours as illustrated below:

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

**Workers' Compensation leave hours are not to be considered to be hours worked for overtime purposes.**

- B. Incidental overtime, defined here as less than fifteen (15) minutes nonrecurrent extension of the workday/shift, is not compensable in any form.
- C. Overtime shall be compensable in increments of thirty (30) minutes.
- D. Overtime shall be compensable at the rate of one and one-half (1 ½) times the employee's base hourly rate.
- E. Shift Extension. If an employee is called to work early or is worked beyond his/her normal work shift, compensation for overtime shall be calculated in accordance with Subsection C of this section.
- F. Shift Change. When a police unit employee is required to work more than four (4) consecutive shifts as a result of a shift change, the employee will be eligible for overtime pay beginning with the fifth and succeeding consecutive shifts worked, for employees on 4/10 schedule. Employees on 5/8 schedule who are required to work more than five (5) consecutive shifts as a result of a shift change, will be eligible for overtime pay beginning with the sixth and succeeding consecutive shifts worked provided the shift change for either a 4/10 or 5/8 schedule results in the employee

being off work between shifts for less than twenty-four (24) hours. Shift changes which exceed twenty-four (24) hours and shift changes for purposes of training, shall not be eligible under this provision.

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

1. Regular and probationary employees may, with the prior approval of their supervisor, accrue compensation time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1 ½) hours for each hour of overtime time worked.
2. Once an employee has been credited with compensatory time, the employee shall either take the CTO or shall be paid for all hours accrued. Employees requesting payment for accrued CTO hours shall be paid by the next full pay period from the date requested.
3. Upon separation the employee will be paid at the employee's current hourly rate or average of last three (3) years whichever is higher for the remaining compensatory balance.
4. Maximum accumulation of compensatory time shall be reduced as follows:
  - a. Effective January 1, 2022, the maximum accumulation of CTO shall be one hundred (100) hours.
  - b. Employees with CTO balances above the maximum cap on January 1, 2022, shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap.
5. The parties further agree that usage of accrued compensatory time shall be governed as follows:

The City and Department agree that an employee's CTO request will generally be granted, unless granting the CTO would provide undue disruption to operation of the Department as determined by the Chief of Police or designee, including if it would result in below recommended minimum staffing levels on any shift. If the CTO request is for less than forty (40) hours and the employee provides at least fourteen (14) days' notice for the request, the Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required unless granting the CTO would provide an undue disruption to operation of the Department as specified herein. If the CTO request is for more than forty (40) hours and the employee provides at least twenty-eight (28) days' notice for the request, the Department agrees to grant CTO leave on the specific date requested even where backfilling on overtime is required unless granting the CTO would provide an undue disruption to operation of the Department as specified herein.

- a. Each shift shall be treated and considered separately.
- b. Granting the CTO shift, as set forth in subparagraph 5, shall apply to requests issued after shift bidding. Requests for CTO leave prior to shift bidding shall be granted at the discretion of the Chief of Police or his/her designee.
- c. The employee requesting the use of compensatory time off shall generally be notified as to whether the request has been granted by the end of his/her shift, or within a reasonable amount of time thereafter. If an employee requests to use CTO on multiple shifts where other circumstances delay the Department's ability to grant or deny the request immediately, the Department shall notify the employee of whether the request is granted within a reasonable amount of time.

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

- d. Supervisors may grant CTO requests at their discretion where granting the leave may require the Department to backfill for overtime. Generally, such requests will be granted where the employee is able to demonstrate a special need for the CTO leave usage, and the use of other available leave types is not practical.
  - e. CTO requests from Communications staff for time off shall be submitted no less than 7 days before date of request.
- H. Employees assigned to shift work in the police department whose regular work schedule requires work on a holiday shall be compensated at their straight time hourly base rate of pay for performance of work on holidays. Compensation for holidays worked for such employees shall be as set forth in this Agreement.
- I. Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:
- 1. If an employee works the holiday and does not receive any other scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and-one half the employee's base hourly rate (for the actual number of hours worked on the holiday).
  - 2. If an employee works the holiday and receives another scheduled work day off in lieu of working the holiday, the employee shall be compensated at the rate of time and one-half the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled work day off within the period of five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

## **ARTICLE VII. STANDBY**

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

- A. Standby assignments will be made on a weekly basis. Employees assigned to a weekly standby (Saturday through Friday) will be compensated at a rate of eleven (11) hours straight time pay per week.
- B. Employees who are scheduled for intermittent standby (assignments of less than one (1) week) shall receive \$1.50 per hour for all hours while assigned.
- C. Such payment shall be in addition to the overtime payments, which may be payable for call backs, pursuant to City Personnel Rules and Regulations. An employee on standby may be authorized to take a City vehicle home, provided the employee lives within the area bounded by heavy black lines on the attached map (Appendix "X").
- D. Standby assignments require the employee so assigned:
  - 1. To be ready to respond immediately to calls from the City and to be called into work,
  - 2. To be reachable by telephone,
  - 3. Employees will be expected to respond to call backs as soon as possible but within one (1) hour of notification, and to refrain from activities which might impair their ability to perform any assigned duties.
- E. The department shall make standby assignments voluntary whenever practical.
- F. The City reserves the right to schedule standby as needed.

## **ARTICLE VIII. CALL BACK**

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

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

## **ARTICLE VIX. WORK OUT OF CLASS**

Pursuant to Roseville Municipal Code, Section 3.07.080, no employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties formerly assigned to positions in the class, except on a short-term, temporary or emergency basis. However, if a supervisor assigns an employee to work out of class for four (4) hours or more, or one-half (½) shift or more, the employee shall be paid the salary appropriate to that class for the entire day or the entire shift. If an employee is required to work out of class for a substantial period of time, request should be made by the department head either for reallocation of the existing position or for temporary appointment to a position in a more appropriate class. No request for reallocation or temporary appointment shall be considered, however, in situations where work assignment is less than one calendar month's duration.

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

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

### **Temporary Acting Pay**

An employee temporarily assigned in writing to an acting position in a classification with a higher salary range shall be compensated for the duration of the acting assignment by the payment of ten percent (10%) of the regular salary the employee received prior to the acting assignment, or the salary provided for in Step A of the higher classification, whichever is greater, but not to exceed top step of the higher classification. The higher classified position must be temporarily vacant due to a long-term absence of the incumbent or pending the filling of a vacant position. The temporary acting pay assignment shall be for a minimum of two full-time pay periods and limited to one year. Authorization for a temporary acting assignment must be given by the employee's supervisor and requires advance approval of the Department Head, Human Resources Director and City Manager.

## **ARTICLE X. BILINGUAL PAY**

Employees who are certified by the Human Resources Department as bi-lingual speaking shall be paid one hundred dollars (\$100) per month (\$46.15 bi-weekly).

## **ARTICLE XI. SWING AND GRAVEYARD SHIFT DIFFERENTIAL**

- A. Swing shift differential for purposes of this section is defined as a shift of ten (10) hours or more where fifty percent (50%) of the shift falls between the hours of 4 pm and 10 pm except as otherwise stated in section C below.
- B. Any employee who works an assigned regular time shift as described in "A" above, shall be paid an additional two and one-half percent (2.5%) of their 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 be judged independently, but on the same standard. If at least half of the overtime hours are between 4 p.m. and 10 p.m., all overtime hours worked will qualify for the two and one-half percent (2.5%) shift differential and will be paid at two and one-half percent (2.5%) of the base hourly rate and not the overtime rate.
- D. Graveyard shift differential for purposes of this section is defined as a shift of ten (10) hours or more where fifty percent (50%) of the shift falls between the hours of 10 p.m. and 6 a.m. except as otherwise stated in section E below.
- E. Any employee who works an assigned regular time shift as described in "D" above, shall be paid an additional five (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.
- F. 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 be judged independently, but on the same standard. If at least half of the overtime hours are between 10 p.m. and 6 a.m., all overtime hours worked will qualify for the five percent (5%) shift differential and will be paid at five percent (5%) of the base hourly rate and not the overtime rate.

## **ARTICLE XII. PAYROLL ERRORS**

- A. In the event an error has been made in the payment of an employee's compensation (which may include, but is not limited to salary, overtime, payment or leave accruals), balances or usages, City shall, for purposes of future compensation adjust such compensation to the correct amount, giving written notice to employee.
- B. In the event an employee received an overpayment or underpayment of wages, the employee may select one of the following methods:
  1. Lump sum payment by employee or employer;
  2. One-time deduction from usable vacation, compensatory time off (CTO), or holiday leave balances equivalent to the overpayment at the employee's current hourly rate;
  3. A repayment schedule through payroll adjustment; and/or
  4. Other means, as may be mutually agreed to between the parties.
- C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the City pay period two (2) years prior to the date that either City or the employee gives written notice to the other that a payment error has occurred.

## **ARTICLE XIII. MERIT STEP INCREASE WHEN HIRED AT SALARY STEP A**

This section supercedes Personnel Rule 3.11.030 C (1) only where salary Step A is paid upon initial employment, the employee shall become eligible for advancement to Step B upon their anniversary date, based on demonstrated satisfactory job progress and normal increased productivity. No salary step advancement shall be granted unless recommended by the department head and approved by the City Manager.

## CHAPTER 3. LEAVES

### ARTICLE I. HOLIDAYS

- A. Employees who are allowed to take holidays off shall receive holidays as provided below
1. The following holidays shall be observed by the City with respect to all employees, except shift employees in the police department. For purposes of this section shift employees (otherwise known as "shift workers") are those employees who are not allowed to take holidays off as they fall.
    - a. January 1st (New Year's Day)
    - b. The third Monday in January (Martin Luther King's Birthday)
    - c. The third Monday in February (Washington's Birthday)
    - d. The last Monday in May (Memorial Day)
    - e. July 4th (Independence Day)
    - f. The first Monday in September (Labor Day)
    - g. November 11th (Veteran's Day)
    - h. The day in November appointed by the President of the United States as Thanksgiving Day
    - i. The day immediately following Thanksgiving Day
    - j. December 25th (Christmas)
    - k. Sixteen (16) hours floating holiday to be taken any time during the fiscal year by employees who have completed at least six (6) months probationary service (pro-rated for part-time regular employees). The number of floating holiday hours to be credited to a new employee hired after July 1st 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 June 30th shall not accrue or be eligible for any floating holidays that year. The employees and the employees' supervisors shall jointly determine a convenient date.
  2. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.
- B. Employees who are not allowed to take holidays off as they fall (shift workers) shall receive one hundred and ten (110) holiday hours to be credited in advance on January 1st of each year. Employees may submit a request at any time after January 1st for a one-time lump sum of up to forty (40) hours' holiday pay prior to taking time off at straight salary. The balance of holiday hours must be requested by the employee. Payoff for unused holiday hours at the end of the calendar year will be granted only to employees who have previously submitted and been denied remaining holiday time off (excluding denials requested on holidays) otherwise employees shall lose the balance of holiday hours remaining at the end of the calendar year (December 31st).
1. All holiday time off is subject to advance approval of the first level management supervisor and department head. Employees must request holiday time off at least seven (7) workdays prior to the requested holiday.
  2. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the calendar year, the City shall deduct an equivalent amount of pay for the holidays taken in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

Upon separation from service, if an employee has an accrued holiday leave balance, said employee shall be paid for all earned hours at their final rate of pay.

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

## **ARTICLE II. MILITARY**

- A. Classified employees obligated to serve involuntary periods of active military duty shall be compensated for normal work hours and days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year.
- B. Employees exercising this provision of military leave are required to submit properly documented evidence of their call to active duty within ten (10) calendar days prior to such military duty. Such documentation must be submitted through the department head to the Human Resources Director.

## **ARTICLE III. JURY DUTY**

- A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work, provided the employee endorses to the City that compensation received by the employee for jury duty service. No compensation will be made for jury duty served on days off. Jury duty is not considered time worked for overtime purposes.
- B. An employee who is empaneled on jury duty and normally works a night shift will be changed to the day shift for those days required to be on jury duty. If the jury is empaneled for less than eight (8) hours, the employee must report to work for the balance of the shift.
- C. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.
- D. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.

## **ARTICLE IV. VACATION**

Vacation provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.060. It is understood that this section may not be amended without first meeting and conferring in accordance with Government Code 3500 et seq. Each employee may request and receive payment at the regular hourly rate for up to eighty (80) hours per year of accrued vacation leave, provided there is a minimum remaining balance of one hundred (100) hours following payment. All buy backs will be subject to an eighty (80) hour maximum within a twelve (12) month period. Any tax liability created by this form of compensation shall be the sole responsibility of each employee.

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 full-time and part-time employees in the classified service and unclassified service as defined in Section 3.01.050.B.1 shall be entitled to annual vacation leave with pay. Each employee will earn and accrue vacation hours pursuant to the accrual schedule as noted in subsection B. Exceptions to this provision shall only be granted in unusual circumstances

substantiated by the Department Head in a recommendation to the City manager who may approve or disapprove such variance.

B. Accrual. Unless specified in applicable labor agreements, each full-time eligible employee identified in subsection A shall earn and accrue vacation leave, subject to the conditions stated in this section, with pay as follows:

<u>Service Category</u>	<u>Biweekly Accrual</u>	<u>Days/Year Equivalent</u>	<u>Max. Hours Accrual</u>
New employee to completion/4th year	3.693/hr	12 days (96 hours)	192
Start of 5th year to completion/9th year	4.307/hr	14 days (112 hours)	240
Start of 10th year to completion/14th year	4.923/hr	16 days (128 hours)	272
Start of 15th year to completion/19th year	5.538/hr	18 days (144 hours)	304
Start of 20th year and succeeding years	6.153/hr	20 days (160 hours)	336

1. Employees working a part-time schedule will accrue vacation hours on a prorated basis, in proportion to the full-time equivalent (FTE).
2. As noted in subsection A of this section, new employees shall earn vacation at the biweekly rate shown above, commencing on the date of hire. 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.
3. Except as provided in Section B, an employee's maximum accrual of vacation hours may not exceed the employee's annual accrual rate as specified above and an employee will stop earning and accruing vacation hours while the employee's accrual remains at the maximum allowed in Section B. This maximum level is monitored at the employee's hire anniversary date. If accrued hours exceed such amount as of the hire anniversary date, vacation accrual will be suspended until the balance is brought below the maximum accrual amount.
4. If the accrued amount exceeds specified limits, the employee shall take leave for the excess number of vacation hours or, if the department head determines that operational necessity will not permit taking such leave, the employee may be paid the straight time hourly equivalent for not more than twenty (20) hours. Additionally, the maximum vacation hours an employee may accrue will be extended when an employee is on disability leave, jury duty, or military leave as provided in these rules. The employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such leave time or receiving straight time hourly equivalent compensation for not more than twenty (20) hours of vacation.

C. Use. An employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of subsection B of this section. However, the dates and amount of vacation selected by the employee shall be subject to approval of the employee's supervisor. Vacation leave shall generally be taken in minimum increments of one full workday/work shift, except that unusual, emergency, necessary and infrequent use of vacation leave may be granted in one hour increments. Employees must request vacation leave at least seven (7) workdays prior to the



desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request and supervisors may consider the approval of vacation leave with fewer than seven (7) 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 supervisor's approval.

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

## **ARTICLE V. PERSONAL LEAVE TIME**

Each full-time employee in the RPA unit who has completed his/her initial probationary period with the City shall be provided a bank of forty-five (45) hours of PLT on the first pay period of each calendar year. Part-time employees shall receive a pro-rated bank.

Use of PLT time shall be subject to the following:

- A. PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank.  
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. Employees must request PLT time off at least seven (7) workdays prior to the desired start of the requested time off.
- B. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department.
- C. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.
- D. Employees who terminate employment with the City or leave the bargaining unit shall be cashed out at the rate of .86538 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than .86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for hour basis at the employee's regular straight-time hourly rate of pay. Part-time employees will receive a pro-rated cash out of their bank.
- E. Any employee hired after the 1st of the year shall be granted a prorated amount at .86538 hours per week for the remainder of the calendar year, after the completion of their probation. For example, if an employee is hired on July 1, the employee shall be granted 22.5 hours of PLT.

## **ARTICLE VI. MODIFIED DUTY**

### **MODIFIED/ALTERNATE DUTY PROGRAM**

#### **PURPOSE**

To enable employees who have an injury, illness, or accident, as outlined by a health care provider/treating physician ("health care provider"), that renders them temporarily unable to perform one or more of the essential functions/job duties listed in their Job Specification to work in a Modified/Alternate Duty Assignment.

This program is not available to those who have received permanent restrictions from a health care provider and should not be construed as recognition that an employee has a disability as defined by the Americans with Disabilities Act (ADA) of 1990 or the ADA Amendments Act (ADAAA) of 2009.

## POLICY

It is the policy of the City of Roseville to work with an employee who has been injured on or off the job and/or who may have an illness or condition that temporarily limits them from performing one or more of the essential functions/job duties listed in their Job Specification.

## PROCEDURE

When an employee has an injury, illness or accident that renders them temporarily unable to perform one or more the essential functions/job duties associated with their regular job, they are eligible to participate in a Modified/Alternate Duty Assignment.

1. If the injury/illness is non-work related, the employee may return to a Modified/Alternate Duty Assignment should one be available that meets the restrictions imposed by the employee's health care provider.
2. If the injury/illness is work related, the employee is required to return to a Modified/Alternate Duty Assignment should one be available that meets the restrictions imposed by the employee's health care provider.

When an employee's health care provider imposes restrictions, the Human Resources Department will determine if the restrictions preclude the employee from performing one or more of the essential functions/job duties listed in their Job Specification and if it is necessary to place the employee in a Modified/Alternate Duty Assignment. The Human Resources representative will work with the health care provider and the department to clarify restrictions if necessary.

### Supervisory Notification

The employee's work restrictions will be identified in a Work Status Report or on the City of Roseville Certificate for Return to Work or Further Treatment (Attachment A) provided by the health care provider.

1. If the employee's department is able to accommodate the restrictions, the employee's supervisor will notify Human Resources and a Modified/Alternate Duty Form (Attachment B) will be completed by Human Resources. The form shall include a description of the assignment being offered and the restrictions of the employee. The form must be signed by both the supervisor and employee and returned to Human Resources for final approval before the employee is returned to work. If the employee has already returned to work, and if the employee does not sign the agreement he/she will be removed from work.
2. If the employee's department is unable to accommodate a Modified/Alternate Duty Assignment, the department will notify Human Resources immediately. Human Resources will contact other departments for possible Modified/Alternate Duty Assignments based upon the employee's restrictions. If an assignment is found within another department, Human Resources will coordinate the placement of the employee.

When a Modified/Alternate Duty Assignment is unavailable in any department, the employee will be placed on temporary disability/sick leave/unpaid leave depending on the nature of injury/illness and availability of leaves.

Employees who are off work are required to contact their supervisor and Human Resources **by the start of the next business day** following a change in their work restrictions or medical condition as determined by his/her health care provider. Additionally, each time the employee attends a follow-up visit, a new work status report shall be obtained by the employee and a copy **must** be provided to the Human Resources Department even if restrictions have not changed. Failure to provide Human Resources and/or their

supervisor with current work status reports may result in the employee being taken off work and required to utilize available personal leaves, if available.

It is the responsibility of the employee and the employee's supervisor to ensure the employee is complying with, and working within, the work restrictions imposed by the health care provider.

*Workers' Compensation Injuries Only:*

If an employee completes a Modified/Alternate Duty Assignment, and no additional Modified/Alternate duty work is available, the employee will be placed off work while receiving all benefits afforded them through the Workers' Compensation system.

An employee on Workers' Compensation may choose to refuse the Modified/Alternate Duty Assignment if the assignment is expected to last one week or less. However an employee who refuses a Modified/Alternate Duty Assignment is subject to having their workers' compensation temporary disability benefits terminated and will be required to use personal leave, excluding sick leave, for lost time.

Duration

Modified/Alternate Duty Assignments will typically not exceed two hundred and seventy (270) calendar days per injury/illness. Upon completion of the assignment, the employee shall be removed from work until released to full duty or deemed to have permanent restrictions. The employee may use any benefits available to them at that time. In no case will a Modified/Alternate Duty Assignment continue once an employee has received permanent restrictions from a treating physician.

Timekeeping

When an employee is assigned a Modified/Alternate Duty Assignment, the employee shall be compensated for hours worked at their regular rate of base salary and benefits (24-hour shift employees exception noted below) regardless of whether or not the employee performs work within the regular classified position or is assigned to the employee's regularly assigned department. If an employee is assigned to a Modified/Alternate Duty Assignment of less than full time, compensation for hours worked may be supplemented by either temporary disability, accrued sick leave, or other available leave depending on the nature of the injury/illness. Modified/Alternate Duty Assignments will be noted as such within the payroll timekeeping system to ensure accurate reporting of time worked.

24-Hour Shift Conversion

For changes in the middle of a pay period from one schedule to another schedule (e.g. 24-hour shift personnel to an 8-hour/5-day shift), actual hours worked will be referenced in the notes section of the payroll timekeeping system. When a Modified/Alternate Duty Assignment continues to subsequent pay periods, the employee's schedule will be changed in the payroll timekeeping system to reflect the actual schedule worked. In this case, the employee's holiday bank will be maintained but sick and vacation leave will be converted to reflect the assigned schedule accruals. The conversion rate for vacation and sick leave banks will be 1.5 unless noted in the following table.

24 Hour Fire Department Vacation Conversion Rates:

New to 4 years	1.499
5 – 9 years	1.598
10 – 14 years	1.588
15 – 19 years	1.591
20+ years	1.511

The employee's banks will be converted back utilizing the same conversion factors when the employee is released to full duty.

## RESPONSIBILITY

It is the employee's responsibility to ensure his/her supervisor and Human Resources have the most recent physician statement on file and to notify their supervisor if they feel the work they are doing exceeds the restrictions set forth by their health care provider.

Should an employee be placed in another area, division, or department, it is the employee's and Human Resources' responsibility to convey the restrictions to the supervisor in charge of the Modified/Alternate Duty Assignment.

It is the current supervisor's responsibility to ensure employee restrictions are adhered to during the Modified/Alternate Duty placement. Coordination between the Modified/Alternate Duty supervisor and the employee's regular supervisor is encouraged.

It is the department's responsibility to ensure Modified/Alternate Duty Assignments are flexible enough to allow placement while adhering to the restrictions placed by the health care provider.

Any medical information received should be limited to a listing of work restrictions/functional limitations and duration of such. This information should **only** be shared with those that need to know as a means of protecting privacy. Should you have questions, please do not hesitate to contact Human Resources for clarification.

Human Resources is responsible for ensuring the employee in a Modified/Alternate Duty Assignment is aware of the importance of communicating any changes placed upon them by their health care provider to their supervisor and the Human Resources Department as soon as possible. Human Resources will monitor the various assignments to ensure compliance with City policy.

***It is imperative that departments advise the Human Resources Department of any Modified/Alternate Duty Assignments, regardless of duration and/or whether they are work-related or non-industrial.***

## **ARTICLE VII. SICK LEAVE**

A. Refer to Section 3.12.070, Personnel Rules, section A-I.

B. Payment for Unused Sick Leave Upon Retirement

Effective February 16, 2019, payment for unused sick leave is authorized by the city as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job.

1. Non-probationary employees shall be entitled to a minimum payment as follows: (1) for sick leave accrued (not pro rata) up to their date of retirement. However, employees whose separation is caused by dismissal shall not be entitled to payment for unused sick leave.
2. No more than the maximum sick leave amount listed in the tables below may be used in ascertaining the amount of time for which the employee will be compensated at time of retirement. Payment will be determined as follows:

<b>Non-24-Hour Shift Number of Sick Leave Hours Accumulated</b>		<b>24-Hour Shift Number of Sick Leave Hours Accumulated</b>		<b>Percent of Compensation Given</b>
	<b>Max</b>		<b>Max</b>	
956 to	1200	1434 to	1800	60%
764 to	955.99	1146 to	1433.99	50%
572 to	763.99	858 to	1145.99	40%
380 to	571.99	570 to	857.99	30%
188 to	379.99	282 to	569.99	20%
0 to	187.99	0 to	281.99	0%

3. 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.
4. Any sick leave balances remaining after payment shall be converted to PERS service credit.

## **ARTICLE VIII. CATASTROPHIC LEAVE**

Pursuant to City Personnel Rules Section 3.12.065, pertaining to Catastrophic Leave.

The parties have interest in making revisions to the catastrophic leave program/policy and will meet and confer over forthcoming City proposed revisions.

## **ARTICLE IX. 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 regular employee, other than those entitled to benefits under Section 4850 et seq. of the California Labor Code, is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the first calendar day after the injured employee leaves work as a result of the injury. Correctional Officers and Correctional Supervisor shall be entitled to up to one hundred (100) calendar days.
- B. Following the initial seventy-five (75) days of temporary disability (100 days for correctional staff), an eligible employee may supplement their temporary disability payments with available leave balances (i.e., vacation, sick leave, until such balances are exhausted (up to twelve (12) months).
- C. During the time of work related disability, an eligible employee will continue to accrue the normal leave, i.e., vacation, sick leave, until such time as their leave balances have been exhausted (up to twelve (12) months).
- D. During the period of time of work related disability, the City will continue to contribute its share to the employee's health and dental plan until such time as all leave balances are exhausted (up to twelve (12) months).
- E. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed above shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head and Human Resources Director with a copy of the attending physician's report, which shall contain a description of the nature and anticipate duration of the disability, and the employee shall keep the department head and Human Resources Director apprised of the medical condition at intervals prescribed by the Human Resources Director.
- F. Employees subject to the provisions of Section 4850 et seq. of the California Labor Code shall not have any portion of their work related disability leave charged against accrued sick leave.

## CHAPTER 4. RETIREMENT/INSURANCE

### ARTICLE I. RETIREMENT

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

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

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

1. 2.7% at 55 Pension Formula

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

2. Final Compensation Based On 12-Month Period

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

3. Required Contributions

Bargaining unit members covered by this Section B shall continue to pay, through payroll deduction, 8.0% of compensation earnable contribution to CalPERS.

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

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

1. 2% at 62 Pension Formula

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

2. Final Compensation Based On 36-Months

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

3. Required Bargaining Unit Member Contributions

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

D. Other Options Included In CalPERS Contract

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

- Government Code Section 20965 (Unused Sick Leave Credit – Local Member.)
- Government Code Section 21573 (1959 Survivor Benefit Level 3).
- Government Code Section 21548 (Pre-Retirement Option 2W Death Benefit).
- Government Code Section 21329 (2% Annual Cost-of-Living Allowance Increase).

- E. Employee contributions shall be made in accordance with Section 414.h(2) of the IRS code wherein the payment to CalPERS is made pre-tax.
- F. As permitted by law and CalPERS regulations, City of Roseville employees who separate from city service and subsequently return to service with the City of Roseville, shall return to the retirement tier from which they were previously enrolled while employed with the City of Roseville.

**ARTICLE II. DEFERRED COMPENSATION**

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

The City agrees to contribute three percent (3%) of the base wages of employees who have completed five (5) continuous years of regular employment with the City of Roseville.

**ARTICLE III. HEALTH AND WELFARE CONTRIBUTION**

- A. **Eligibility**  
Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the RPA bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, or current employees who laterally transfer or promote into a regular part-time allocated position, will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five percent (75%) of the full-time contribution, etc.
- B. **Medical Insurance Benefits**  
The City contracts with the California Public Employees’ Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. 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, and vision insurance.
  2. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to \$1347 per month (less the direct PEMHCA payment provided in paragraph B).
  3. Effective January 1, 2022, the City provides a flex plan credit based on medical plan tier election (EE only, EE+1, Family) to be used by active employees for any benefit covered under the Cafeteria Plan as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$273/month	\$598/month

4. Effective January 1, 2023, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$318/month	\$673/month

5. Employees who elect not to participate in any of the medical, dental, and vision insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) or Flex Plan Credit under Section C(3) of this Article. Instead, employees who opt out of these City sponsored benefits will receive \$150 per month reported as taxable income.
6. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, and vision, insurance benefits for the employee and any eligible dependents.

The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.

- D. The City provides a dental benefit to include two (2) preventative cleanings per year. Other details of the City's dental benefit are described in the evidence of coverage document. The City reserves the right to select any dental carrier. Open enrollment will be as described in the evidence of coverage document.
- E. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

#### **ARTICLE IV. RETIREE HEALTH BENEFITS**

- A. **Medical Insurance Benefits**  
 The City agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing retirees and their eligible dependents with medical insurance benefits. The City's maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees under the Public Employees Medical and Hospital Care Act (PEMHCA).
- 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 IV B and C below.
- B. **For Employees Hired Prior to January 1, 2004 (Tier 1)**  
 Employees hired prior to January 1, 2004 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2004, .e.g. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution towards their post-retirement medical insurance benefit at the same level as full-time regular employees covered by this Agreement.
- C. **For Employees Hired on or after January 1, 2004 and Prior to October 1, 2013 (Tier 2)**  
 For employees hired on or after January 1, 2004 and prior to October 1, 2013, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10)



years of CalPERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

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

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

The vesting requirements for post-retirement health benefits will become effective January 1, 2004. Employees hired on or after January 1, 2004 shall be subject to the above post-retirement vesting schedule for health benefits.

D. For Employees Hired on or After October 1, 2013 (Tier 3)

1. Employees hired on or after October 1, 2013 shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.
2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to \$100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution to this account upon retirement.
3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.
4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS account. After ten (10) years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the Internal Revenue Service (IRS) Code.

Upon written request from RPA, the City agrees to meet to discuss proposed revisions to the medical insurance provision of the MOU. This discussion may begin after January 1, 2014 and conclude no later than December 31, 2014, unless mutually agreed to by the parties.

## **ARTICLE V. EMPLOYEE ASSISTANCE PROGRAM**

- A. The City agrees to provide an Employee Assistance Program (EAP) for employees pursuant to the current EAP Plan document. The plan will include no less than six (6) visits per calendar year. The plan document is available through the City's Human Resources Office.
- B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

## **ARTICLE VI. LIFE INSURANCE**

- A. The City provides eligible employees with a fully paid life insurance program in the amount of twice the annual salary in effect as of July 1 of each year. The City reserves the right to select the insurance provider.
- B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

## **ARTICLE VII. LONG TERM DISABILITY (LTD) INSURANCE**

- A. The City provides a Long Term Disability Program with a waiting period of sixty (60) calendar days; whereupon an eligible employee shall be entitled to receive sixty percent (60%) of their gross monthly salary until age sixty-seven (67) in accordance with the LTD Plan.
- B. After disability benefits have been payable for twenty-four (24) months, an employee is deemed disabled if the injury or sickness makes him/her unable to perform all the material duties of any occupation for which he/she may reasonably become qualified based on education, training or experience.
- C. Other details of the City's LTD plan are described in the plan booklet. The City reserves the right to select any LTD carrier.
- D. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

## CHAPTER 5. SAFETY

### ARTICLE I. SAFETY

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

### ARTICLE II. SAFETY EQUIPMENT

A. The City will furnish the appropriate safety equipment as follows:

Animal Control Officer, Animal Control Supervisor

<u>Quantity</u>	<u>Item</u>
1 each	Uniform badge
1	Flashlight
1	Pepper spray (OC) and holder
1	Duty belt
1	Collapsible baton and holder
1	Key ring holder
3	Keepers
1	Soft body armor (If requested)
1	Rain gear
1	Protective case for gloves
1	Reflective safety vest
1	Taser

Police Scene Technician I/II, Property Supervisor

<u>Quantity</u>	<u>Item</u>
1 each	Uniform badge
1	Flashlight
1	Duty belt
1	Key ring holder
3	Keepers
1	Rain gear
1	Protective case for gloves

Community Services Officer I/II

<u>Quantity</u>	<u>Item</u>
1each	Uniform badge
1	Flashlight
1	Pepper spray (OC) and holder
1	Duty belt
1	Key ring holder
3	Keepers
1	Soft body armor (If requested)
1	Rain gear
1	Protective case for gloves
1	Reflective safety vest

- B. All safety equipment described above shall be replaced on an as needed basis as approved by the department head or designated authority. New issues will be nylon. City agrees to replace existing leather as needed.
- C. All safety equipment described above shall remain the property of the City and shall be returned to the Police Chief upon request or upon the employee's termination of employment.
- D. Applicable employees shall continue to be required to adhere to safety equipment specifications, appearance, and maintenance standards established by the Police Department.
- E. Personnel on patrol issued soft body armor shall be required to wear such when on duty except as otherwise authorized by the supervisor.

## CHAPTER 6. WORK HOURS

### ARTICLE I. GENERAL WORK HOURS

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

- A. Personnel assigned to Investigations Unit, Patrol and Traffic Unit, Records Unit, Jail Unit, and Communications shall be allowed to work a four (4) day workweek of ten (10) hours per day.

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

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

1. Shift Change.

- a. Back to Back Shifts: When an employee is required to work two (2) consecutive shifts as a result of a shift change, the employee shall be given at least eight (8) hours as a rest period to be taken at the midway point of the second shift.
- b. Return Shifts: No employee shall be required to work two (2) shifts during a shift change without being given at least eight (8) hour as a rest period to be taken between shifts.
- c. Change of Shift Hours: Any employee involved in a mandatory change of shift which involves a change in shift starting time of ten (10) or more hours will be given a minimum of at least four (4) days notice.

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

2. Day's Off Changes.

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

- C. Lunch Periods: At the discretion of the Police Chief, represented personnel receive thirty-five (35) minute paid lunches.

## **CHAPTER 7. TRAVEL/MEAL EXPENSES**

### **ARTICLE I. OUT OF AREA TRAVEL**

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

- A. Compensable hours under this provision shall be actual travel time to and from and all hours worked during such assignment. Compensation for such hours shall be governed by the overtime provision of this Agreement.
- B. Employees performing such function may be provided the option of use of a City vehicle. Where an employee's personal vehicle is used, the employee shall be reimbursed mileage in accordance with this Agreement.
- C. Employees shall be reimbursed other travel related expenses in accordance with this Agreement.

### **ARTICLE II. BUSINESS AND TRAVEL EXPENSE**

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

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

### **ARTICLE III. MEALS**

- A. All regular and probationary 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:
  - 1. Employees required to work between two (2) to four (4) extra hours shall be entitled to one (1) meal break.
  - 2. Employees required to work at least eight (8) extra hours shall be entitled to two (2) meal breaks.
  - 3. Employees required to work at least twelve (12) extra hours shall be entitled to three (3) meal breaks.
  - 4. In no event shall an employee be entitled to more than three (3) meals breaks in a given twenty-four (24) hour period.
- B. Arrangements for meals shall be as follows:
  - 1. City may provide a meal by bringing food to the work site.
  - 2. City may allow the employee to go to a restaurant of the employee's own choice for a period of thirty-five (35) minutes during which time the employee shall be on paid time, and the City shall pay the employee \$12.00 for a meal. Effective March 16, 2019, the City shall pay the employee \$15.00 for a meal.
  - 3. If circumstances do not permit the employee to obtain a meal under "B2" above, the City shall pay the employee \$12.00 to obtain a meal after the overtime work is completed. Effective

March 16, 2019, the City shall pay the employee \$15.00 for a meal after the overtime work is completed.

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

## **CHAPTER 8. GENERAL ISSUES**

### **ARTICLE I. LEAVE REDUCTION**

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

- A. Disciplinary suspensions may be administered by reducing an employees's vacation, compensatory time and/or holiday time by up to forty (40) hours. Reductions of time in excess of forty (40) hours must be with the approval of the employee. If the employee refuses reductions beyond forty (40) hours, the department head may choose another form of discipline to supplement the leave reduction. In no instance shall the chosen discipline combined with the leave reduction exceed the discipline proposed.
- B. An employee who has forfeited previously scheduled time off may substitute other forms of accumulated time off to enable him/her to take the previously scheduled time off.

### **ARTICLE II. UNIFORM ALLOWANCE**

- A. The following classifications shall be provided the listed uniforms. The City will report to CalPERS for Classic members the monetary value of the City's cost of providing, replacing and maintaining employee uniforms, as special compensation. For Classic employees, in the first year of employment, the reported special compensation earned, in an amount not to exceed \$600, except for Community Services Officer and Animal Control Officer \$1,250. All other uniform replacement and maintenance costs reported as special compensation earned may not exceed \$500 annually. This excludes the monetary value for personal health and safety equipment. Replacement and maintenance will be provided in lieu of a uniform allowance. Provided uniforms must be worn in accordance with department policy.
  - 1. Dispatcher I / II, Communications Supervisor, Public Safety Volunteer Coordinator
    - a. Shirts (3 – Brand, style and color of shirt must be authorized by the Chief, and the Roseville Police logo must appear on the shirt)
    - b. Class A uniform trousers (1) and long sleeve shirt (1)
    - c. Class A tie
    - d. Appropriate patches
  - 2. Community Services Officer I / II, Animal Control Officer, Animal Control Supervisor
    - a. Uniform trousers & shirts (3 pants, 3 long sleeve, 3 short sleeve)
    - b. Windbreaker
    - c. Cold Weather jacket
    - d. Class A uniform trousers (1) and long sleeve shirt (1)
    - e. Class A tie
    - f. Appropriate patches
  - 3. Police Records Clerk I / II, Police Records Supervisor, Crime Analyst
    - a. Shirts (3 – Brand, style and color of shirt must be authorized by the Chief, and the Roseville Police logo must appear on the shirt)
    - b. Pants or skirts (3 total of any combination- Brand, style and color must be authorized by the Chief)
    - c. Class A uniform trousers (1) and long sleeve shirt (1)
    - d. Class A tie
    - e. Appropriate patches
  - 4. Police Property and Evidence Clerk I / II, Police Property and Evidence Supervisor, Police Scene Technician, Public Safety Outreach and Community Relations Analyst
    - a. Polo shirts (3 long sleeve & 3 short sleeve – Brand, style and color must be authorized by the Chief of Police & Police Logo must appear on the polo)



- b. BDU/ Cargo pants (3 – Brand, style and color must be authorized by the Chief of Police)
- c. Uniform trousers (1) uniform shirt (1) Optional in lieu of one polo/pant pair
- d. Class A uniform trousers (1) and long sleeve uniform shirt (1)
- e. Class A tie
- f. Appropriate patches

### **ARTICLE III. DISCIPLINE**

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

#### **A. Attendance.**

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

#### **B. Behavior.**

- 1. Willful or negligent violation of the personnel rules and regulations, resolutions, and other related ordinances including departmental rules, regulations, and policies;
- 2. Insubordination (failure to carry out a direct order from a supervisor);
- 3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Section 3.16.0203.15.030;
- 4. Conduct that is unbecoming a City officer or employee which tends to discredit the City or City service, including the wearing of City-identified uniforms off duty into a public or private establishment; the nature of which may adversely reflect upon the City; willful misrepresentation of the City;
- 5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee;
- 6. Falsifying information related to employment application, payroll, or any work related record or report;
- 7. Soliciting outside work for personal gain during the conduct of City business, engaging in outside employment for any business under contract by the City, participating in any outside employment that adversely affects the employee's City work performance, and engaging in unauthorized outside employment;
- 8. Discourteous treatment of the public or City employees;
- 9. Conduct interfering with the reasonable management and discipline of the City or any of its departments or divisions;
- 10. Engaging in political activities while on duty;
- 11. Violation or neglect of safety rules;
- 12. Theft;
- 13. Physical altercations;
- 14. Any act or conduct that is discriminatory in nature towards another person's race, creed, color, national origin, sex (including sexual harassment), age, religious beliefs, or political affiliations, disability, or any status protected by state or federal law.
- 15. Dishonesty.

C. Work Performance.

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

#### **ARTICLE IV. EDUCATIONAL REIMBURSEMENT**

Employees may be reimbursed for the tuition and fees connected with approved job related educational courses recognized by the U.S. Secretary of Education up to the California State University full-time tuition rate per year. The cost of books is not covered in this Agreement. The employee will submit the request for reimbursement to the Police Chief, who will accept or reject the request. The request must be made before the class has been completed. The request will then be forwarded with the Police Chief's recommendation to the Human Resources Department, who will make the final decision to accept or reject the request. No payment will be made until the final proof of passing grade is submitted to Human Resources. The City has established an educational reimbursement fund of \$8,000 to be administered each fiscal year by the Human Resources Department. Once the fund balance is depleted, no further reimbursements will be approved.

## **CHAPTER 9. ASSOCIATION/CITY ISSUES**

### **ARTICLE I. MEMBERSHIP DUES AND AUTHORIZED DEDUCTIONS**

- A. The Association shall be entitled to have membership dues and other lawful deductions of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Association dues deductions from employee paychecks. Such authorized deductions shall be remitted monthly to Association along with an adequate itemized record of deductions. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.
- B. In making such authorized membership dues deductions, the City shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose paychecks the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization. To the extent required by law, the City will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.
- C. The amount of membership dues shall be set by the Association. All changes in dues deductions shall become effective the first of the month following written notification to the City Finance Director.
- D. The City agrees to direct all employees to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction. The City agrees to send requests to cancel or change dues deductions to the Association.
- E. The City agrees to provide to Association on a monthly basis a payroll dues deduction report.
- F. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Association, is in a non-pay status, for the full pay period when his/her dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.
- G. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Article, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Association's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association, provided

that the City promptly notify the Association of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.

In the event any such action or proceeding is brought against the City by reason of any such claim, the Association, upon notice from the City, covenants to defend such action or proceeding by counsel reasonably satisfactory to the City. Further, the Association agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Association's actions or inactions under this Article.

## **ARTICLE II. ACCESS RIGHTS**

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

## **ARTICLE III. BULLETIN BOARD**

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

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

## **ARTICLE IV. USE OF CITY FACILITIES**

- A. The City shall continue to permit use of certain facilities for RPA meetings subject to the operating needs of the employer and Section 3.17.120 of the City's Personnel Rules.
- B. RPA shall have access to the internal department mail boxes for distribution of RPA employee relations and association materials for all its unit members.
- C. RPA representatives/officers shall have reasonable access to City telephones for local employee relations (including Sacramento area) calls as approved by their immediate supervisors. Access to phones shall not be unreasonably denied and use of the phones shall not be disruptive to the employee's work performance.

## **ARTICLE V. ORIENTATION**

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

## **ARTICLE VI. REPRISALS**

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

## **ARTICLE VII. CONCERTED ACTIVITY**

- A. During the term of this Agreement, neither RPA, its agents nor any Bargaining Unit employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike, sympathy strike or any other action which precludes the City from carrying out its functions or obligations.
- B. RPA agrees to notify all of its officers, stewards, and staff of the obligation and responsibility for maintaining compliance with this Section, including the responsibility to remain at work during any job action initiated by others.

## **ARTICLE VIII. MANAGEMENT RIGHTS**

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

## **ARTICLE IX. NON-DISCRIMINATION**

The Association hereby certifies that it has no restrictions on membership based on race, color, creed, gender, disability, national origin, political affiliation, religious beliefs, or any status protected by state or federal law.

## **ARTICLE X. GRIEVANCE PROCEDURE**

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

### A. Grievances in General.

An employee, individually or in representation of a group of employees, may complain to the City management through the grievance procedure in this chapter regarding any matter relating to that employee's wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.

### B. Informal Grievance.

An employee, individually or in representation of a group of employees, with a grievance shall first discuss the matter with his or her immediate supervisor within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If this is not accomplished, the employee shall next discuss the matter with the next level of supervision within ten (10) calendar days of the unsuccessful discussion and so on, until the employee reaches the department head. The decision of the department head regarding an informal grievance shall be final unless the employee files a formal grievance.

### C. Formal Grievance.

1. An employee, individually or in representation of a group of employees, who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager within ten (10) calendar days after the final decision on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance which the employee wishes the City Manager to consider. The City Manager shall meet with and respond in writing to the employee within ten (10) calendar days of the receipt of the grievance.
2. The decision of the City Manager as prescribed in "1" above shall be final and binding for all grievances except as noted in "3" below.

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

D. Administrative Appeals.

1. Within five (5) working days after the decision by the City Manager regarding a formal grievance, an employee may file a written administrative appeal to the Personnel Board with the Human Resources Director. Such written administrative appeal shall, at minimum, contain the following information:
  - A. The name and classification of the employee;
  - B. The name, address, telephone number, and organizational affiliation, if any, of any representative of the employee;
  - C. A copy of the formal grievance papers filed with the department head and the City Manager and their written responses;
  - D. Any other relevant information or documents the aggrieved employee wishes to submit.
2. The Human Resources Director shall arrange for a hearing before the Personnel Board within forty-five (45) calendar days. The employee may request in writing that the date of hearing be postponed beyond forty-five (45) days; or such date may be extended at the request of the Personnel Board Chairperson.
3. The Human Resources Director shall provide at least five (5) days' written notice of the date, time, and place for hearing to the employee (and representative, if any).

## **ARTICLE XI. SHIFT BIDDING**

Shift bidding for personnel in Communications, Records, Property and Evidence, Crime Scene Investigation, Animal Control, Jail and Community Service Officers assigned to patrol shall take place every six (6) months. Bidding shall be completed no longer than seven (7) calendar days from the date bidding commences and thirty (30) calendar days before the start of the new shift. Communications staff shall be provided a designated time frame in which he/she must bid for their shift. This time frame will be reasonable and not result in a hardship for any employee. At the request of the affected employee, a previously designated proxy may be utilized in anticipation of the affected employee's absence during shift bid procedures.

## **ARTICLE XII. SENIORITY**

- A. Seniority in the Police Department is established by continuous time served in class. When two (2) or more employees within the same class have identical service and appointment dates, the employee with the higher position on the City Employment list from which the appointments were made is deemed to be the senior.

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

Effective the first shift change in calendar year 2017, employees who elect to voluntarily work less than full-time shall accrue police department seniority on a prorated basis. For example, an employee who voluntarily elects to work half-time shall accrue seniority for purposes of this Section at fifty percent (50%); an employee who voluntarily elects to work three-quarters time shall accrue seniority for purposes of this Section at seventy-five percent (75%).

- B. Seniority list placement qualifies an employee for shift, team, vacation, and day's off preference.
- C. Shift Bidding: Employees shall be permitted to bid for shift/days off/team on the basis of seniority.
  - 1. Bidding shall take place every six (6) months and shall be completed within seven (7) calendar days after bidding commences, and thirty (30) calendar days before the start of the new shift.
  - 2. When a vacancy in a shift occurs during the interim of a shift period (after bidding has occurred for the six (6) month period) the department may fill that vacancy with another employee of their choosing for the remainder of the shift period. In the event the vacancy or temporary assignment extends to the next shift bidding period, the absent employee may personally bid or may relinquish/transfer their seniority status for the purpose of shift bidding to the assigned replacement employee.
  - 3. Once probationary employees have completed training, they are assigned to a shift on the basis of seniority. From time to time it is necessary to reassign a probationary employee to other shifts for purposes of evaluation or training. Such transfer of a probationary employee may necessitate the temporary transfer of other employees to different shifts. These transfers will be of relatively short duration, and reasonable notice will be give to all affected employees.

### **ARTICLE XIII. PERSONNEL FILES**

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

#### **Retention of Materials.**

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

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

## **ARTICLE XIV. PROCEDURAL RIGHTS**

### Subjection to Interrogation.

When any regular employee is under investigation and subjected to interrogation by his or her commanding officer, or any other member of the employing public safety department, which could lead to punitive action, such interrogation shall be conducted in accordance with the rights provided public safety officers in Government Code Section 3303 under the following conditions. For the purpose of this chapter, punitive action is defined as any action which may lead to dismissal, demotion, suspension or reduction in salary.

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee unless the seriousness of the investigation requires otherwise.
- B. The employee under investigation shall be informed prior to such interrogation of the rank, name and command of the officer in charge of the interrogation, the interrogating officers, and all other persons to be present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through no more than two (2) interrogators at one time.
- C. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation.
- D. The interrogating session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person under interrogation shall be allowed to attend to his or her own personal physical necessities.
- E. The employee under interrogation shall not be subjected to offensive language or threatened with punitive action, except that an employee refusing to respond to questions or submit to interrogations shall be informed that failure to answer questions directly related to the investigation or interrogation may result in punitive action. No promise of reward shall be made as an inducement to answering any question. The employer shall not cause the employee under interrogation to be subjected to visits by the press or news media without his or her express consent nor shall his or her home address or photograph be given to the press or news media without his or her express consent.
- F. The complete interrogation of an employee may be recorded. If a tape recording is made of the interrogation, the employee shall have access to the tape if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the investigating agency to be confidential. Notes or reports which are deemed to be confidential may be entered in the employee's personnel file. The employee being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.
- G. If prior to or during the interrogation of an employee it is deemed that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.
- H. Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters which are likely to result in punitive action against any employee, that employee at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during such interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the employee under investigation for noncriminal matters. This section shall not apply to any interrogation of an employee in the normal course of duty, counseling instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other employee nor shall this section apply to an investigation concerned solely and directly with alleged criminal activities.



## Protection of Rights

No employee shall be subjected to punitive action, or denied promotion, be threatened with any such treatment, because of the lawful exercise of the rights granted under this chapter, or the exercise of any rights under any existing administrative grievance procedure. Nothing in this section shall preclude a head of any agency from ordering an employee to cooperate with other agencies involved in criminal investigations. If an employee fails to comply with such an order, the agency may officially charge him or her with insubordination.

## Polygraph Examination

No employee shall be compelled to submit to a polygraph examination against his or her will. No disciplinary action or other recrimination shall be taken against an employee refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the employee refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the employee refused to take a polygraph examination.

## Search of Locker

No employee shall have his/her locker, or other space for storage that may be assigned to him or her searched except in his or her presence, or with his or her consent, or unless after notification the employee fails to show within ten (10) calendar days to open the locker in which case the department may open the locker in the presence of a union official. However, any material obtained in such a manner shall not be used for other than administrative purposes.

## **ARTICLE XV. EMPLOYEE RELEASE TIME**

- A. The City recognizes and agrees to deal with designated representatives of RPA on all matters related to grievances.
- B. A written list of all RPA representatives shall be furnished to the City immediately after their designation and RPA shall notify the City promptly of any change of representatives.
- C. An aggrieved employee shall be allowed reasonable release time for the purpose of attending administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.
- D. Upon request of an employee an RPA representative shall be allowed reasonable release time for the purpose of representing the employee in all administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.
- E. Employee release time hours are not to be considered to be hours worked for overtime purposes.
- F. Employees are entitled to representation in accordance with the provisions of this Agreement and Government Code Section 3300 et seq.
- G. The City and RPA agree to continue an RPA Time Bank for use by employees for the sole purpose of performing or conducting association business subject to the following conditions:
  - 1. RPA members must donate one (1) hour each year of vacation hours from an association member's accrued leave balance for such hours. Such donation shall be non-revocable and not returnable to the employee. Donations will be allowed only during January of each year.

2. The maximum number of hours any member shall donate is one (1) hour per year. Any remaining unused hours in the time bank on December 31st shall be carried over into the next calendar year. The maximum number of hours that can be accrued is two hundred (200).
3. Time bank hours shall not be used without prior approval of RPA representatives. All time submitted to payroll for reimbursement from the bank must have RPA and department approval. The Human Resources and Finance Departments will be responsible for processing the appropriate donation forms and any payment(s).
4. RPA members assume any tax liability for being assessed vacation or CTO hours and/or using Time Bank Hours. Hours donated to association members shall not be considered time worked for overtime, retirement or any other benefit purpose. However, any donated hours will be subject to applicable state and federal payroll taxes.

## **ARTICLE XVI. INTERNAL AFFAIRS INVESTIGATIONS**

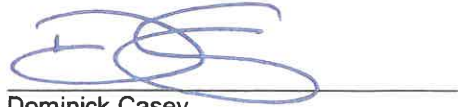
The City will conduct internal affairs investigations of police department personnel as expeditiously as possible. In the event that the investigation takes over sixty (60) calendar days to conclude, the department will provide a status report to the employee.

## **ARTICLE XVII. REMOTE EMAIL ACCESS**

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

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

**CITY OF ROSEVILLE**



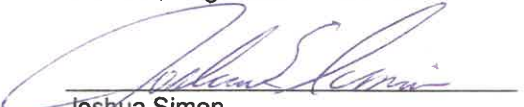
Dominick Casey  
City Manager



David Rawe  
Chief Negotiator



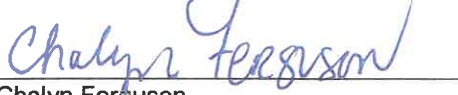
Dion Louthan  
Member, Negotiation Committee



Joshua Simon  
Member, Negotiation Committee



Claudia Harlan  
Member, Negotiation Committee



Chalyn Ferguson  
Member, Negotiation Committee

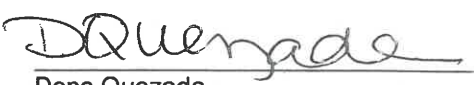
**ROSEVILLE POLICE ASSOCIATION**



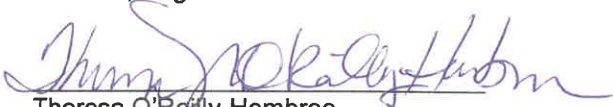
Jerry Camous  
RPA Negotiations Representative



Trisha Stojkovich  
President, RPA



Dena Quezada  
Member, Negotiation Committee



Theresa O'Reilly-Hembree  
Member, Negotiation Committee



Sarah Severns  
Member, Negotiation Committee



Megan Sherba  
Member, Negotiation Committee

**APPENDIX "G"**

0100	Animal Control Officer
0110	Animal Control Supervisor
1430	Communications Supervisor
1379	Community Services Officer I
1380	Community Services Officer II
1475	Crime Analyst
1685	Dispatcher I
1700	Dispatcher II
5432	Police Officer Trainee
5433	Police Property & Evidence Clerk I
5434	Police Property & Evidence Clerk II
5429	Police Property & Evidence Clerk Supervisor
5435	Police Records Clerk I
5440	Police Records Clerk II
5492	Police Scene Technician I
5494	Police Scene Technician II
5654	Public Safety Outreach & Community Relations Coordinator
5656	Public Safety Program Coordinator
5748	Records Supervisor

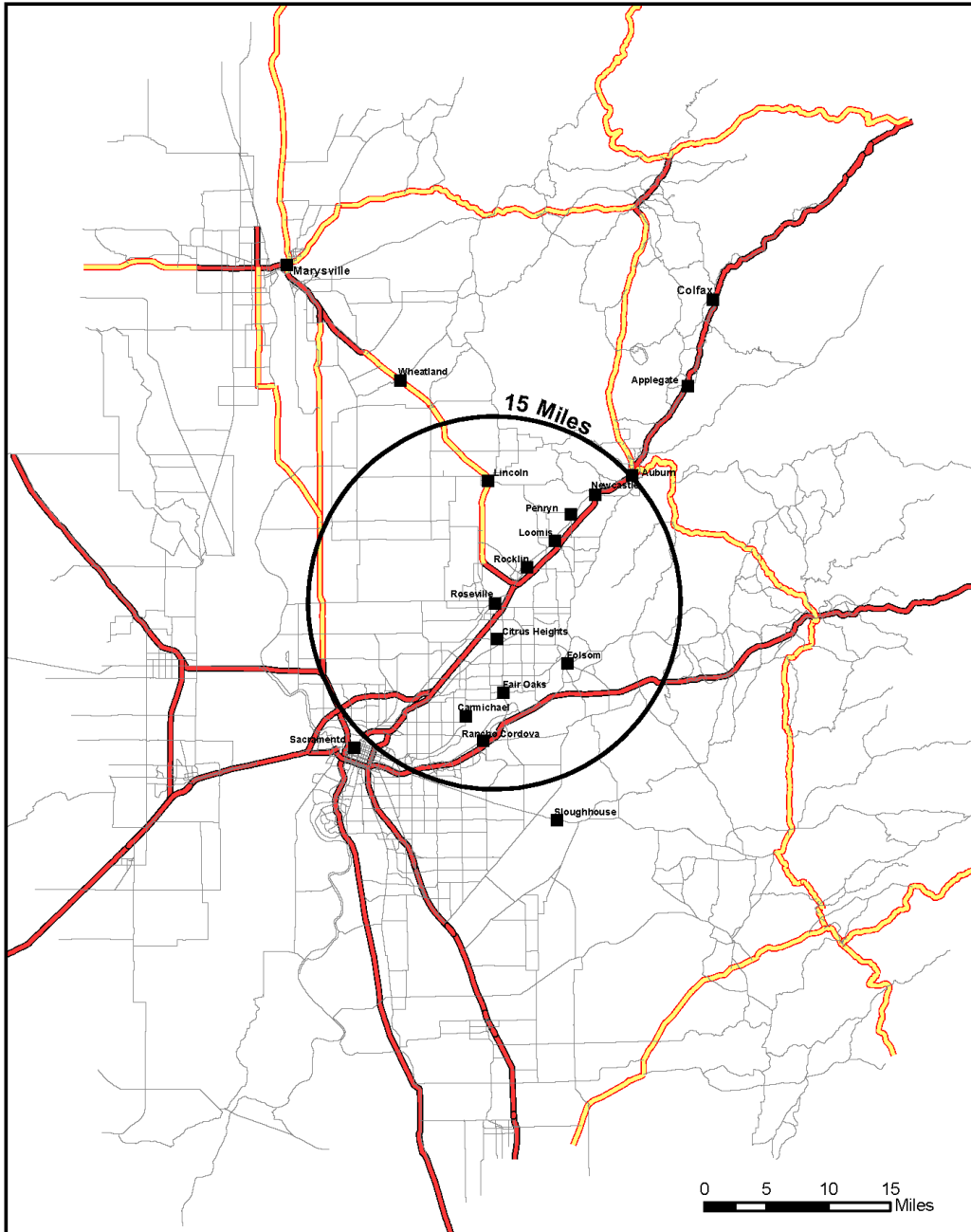
## **APPENDIX “W” – Special Pays**

### **Special Pays**

<b>RPA Job Classification</b>	<b>Certification</b>	<b>Issuing Organization</b>
Animal Control Officer	Advanced CA State Humane Officer's Academy Certificate	State Humane Association of CA
Animal Control Supervisor	POST Supervisor Certificate	POST
Communications Supervisor	Emergency Medical Dispatch (EMD) Certificate	National Academy of Emergency Medical Dispatch
	POST Supervisor Certificate	POST
Community Services Officer I/II	Collision Investigation Certification	POST
	Identity Theft Investigation	POST
Crime Analyst	Crime and Intelligence Analysis Certificate	CSUS
Dispatcher I/II	Basic Tactical Dispatcher	POST
	Intermediate POST Dispatch Certificate	POST
	Emergency Medical Dispatch (EMD) Certificate Employees hired after 12/1/2017 are not eligible.	National Academy of Emergency Medical Dispatch
Police Property & Evidence Clerk I/II	Certified Evidence and Property Specialist	International Association of Property and Evidence
Police Property & Evidence Supervisor	POST Supervisor Certificate	POST
Police Records Clerk I/II	Public Records Act Certification	POST or California Peace Officer Association (CPOA)
Police Scene Technician I/II	Crime Scene Investigations	
Public Safety Outreach & Community Relations Coordinator	Crime Prevention Through Environmental Design Advanced Certification	National Institute of Crime Prevention
Public Safety Program Coordinator	POST Supervisor Certificate Crime Prevention Through Environmental Design Advanced Certification	POST
Records Supervisor	POST Supervisor Certificate	POST

**APPENDIX "X"- Take Home Vehicle Distance Map**

**Take Home Vehicles  
Distance Map**



## **APPENDIX "Y" – Seniority Class Series List**

### CLASS SERIES COUNTED FOR PURPOSES OF SENIORITY

ANIMAL CONTROL SUPERVISOR  
ANIMAL CONTROL OFFICER

---

COMMUNICATIONS SUPERVISOR  
DISPATCHER I/II

---

RECORDS SUPERVISOR  
POLICE RECORDS CLERK I/II

---

POLICE PROPERTY & EVIDENCE SUPERVISOR  
POLICE SCENE TECHNICIAN I/II

POLICE PROPERTY & EVIDENCE SUPERVISOR  
POLICE PROPERTY & EVIDENCE CLERK I/II

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## **APPENDIX “Z” – Salary Comparison Agencies**

### AGENCIES USED FOR SALARY COMPARISONS

City of Citrus Heights  
City of Davis  
City of Folsom  
City of Elk Grove  
City of Lodi  
Placer County  
City of Rocklin  
City of Sacramento  
Sacramento County  
Vacaville