

# Master Memorandum of Understanding

## International Brotherhood of Electrical Workers



**Term of Agreement:**  
January 9, 2016 -- December 31, 2018

## Table of Contents

<b>CHAPTER 1. ADMINISTRATIVE.....</b>	<b>1</b>
ARTICLE I. PARTIES TO UNDERSTANDING .....	1
ARTICLE II. RECOGNITION .....	1
ARTICLE III. STATE LAW COMPLIANCE.....	1
ARTICLE IV. CITY COUNCIL APPROVAL.....	1
ARTICLE V. CONTINUATION OF BENEFITS .....	1
ARTICLE VI. SEVERABILITY OF AGREEMENT .....	1
Article VII. TERM OF UNDERSTANDING .....	1
<b>CHAPTER 2. COMPENSATION.....</b>	<b>3</b>
ARTICLE I. SALARIES .....	3
ARTICLE II. OVERTIME .....	6
ARTICLE III. CALL BACK .....	7
ARTICLE IV. SERVICE TERM BONUS.....	8
ARTICLE V. PROMOTION .....	8
ARTICLE VI. STANDBY.....	8
ARTICLE VII. WORKING OUT OF CLASS (Refer to Personnel Rules Section 3.07.080) .....	9
<b>CHAPTER 3. LEAVES.....</b>	<b>11</b>
ARTICLE I. VACATION LEAVE .....	11
ARTICLE II. HOLIDAYS.....	12
ARTICLE III. SICK LEAVE .....	13
ARTICLE IV. CATASTROPHIC LEAVE.....	13
ARTICLE V. DISABILITY LEAVE .....	14
ARTICLE VI. MILITARY LEAVE .....	14
ARTICLE VII. JURY DUTY LEAVE.....	15
ARTICLE VIII. COMPENSATORY TIME .....	15
ARTICLE IX. PERSONAL LEAVE TIME.....	16
<b>CHAPTER 4. INSURANCE BENEFITS .....</b>	<b>17</b>
ARTICLE I. MEDICAL AND DENTAL BENEFITS .....	17
ARTICLE II. RETIREE HEALTH BENEFITS .....	18
ARTICLE III. LONG TERM DISABILITY .....	20
ARTICLE IV. LIFE INSURANCE.....	21
ARTICLE V. EMPLOYEE ASSISTANCE PROGRAM .....	21
<b>CHAPTER 5. RETIREMENT.....</b>	<b>22</b>
ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM .....	22
ARTICLE II. DEFERRED COMPENSATION.....	23
<b>CHAPTER 6. HOURS, SCHEDULES, MEALS .....</b>	<b>24</b>
ARTICLE I. GENERAL HOURS OF WORK .....	24
ARTICLE II. INCLEMENT WEATHER SCHEDULE .....	24
ARTICLE III. REST PERIODS .....	25
ARTICLE IV. SPECIAL DUTY ASSIGNMENTS .....	26

ARTICLE V. MEALS .....	26
<b>CHAPTER 7. MISCELLANEOUS ISSUES.....</b>	<b>28</b>
ARTICLE I. UNIFORMS AND SAFETY EQUIPMENT .....	28
ARTICLE II. AGENCY SHOP .....	30
ARTICLE III. PAYROLL DEDUCTIONS .....	32
ARTICLE IV. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS .....	32
ARTICLE V. CAUSES FOR DISCIPLINE .....	33
ARTICLE VI. GRIEVANCES - GENERAL AND PROCEDURES .....	35
ARTICLE VII. MINIMUM SCORES AND COMPUTATIONS .....	35
ARTICLE VIII. CITY MANAGEMENT RIGHTS.....	36
ARTICLE IX. NON-DISCRIMINATION .....	38
ARTICLE X. ADMINISTRATION OF APPRENTICESHIP PROGRAMS IN ELECTRIC UTILITY DEPARTMENT .....	38
Article XI. UNION ORIENTATION .....	39
ARTICLE XI. TRAINING COMMITTEE.....	39
ARTICLE XII. EDUCATIONAL REIMBURSEMENT .....	39
ARTICLE XIV. ALCOHOL AND DRUG POLICY .....	40
ARTICLE XV. UNFAIR LABOR PRACTICE CHARGE.....	40
<b>APPENDIX “A” “A2” IBEW CLASSES .....</b>	<b>42</b>
<b>APPENDIX “B” TWELVE HOUR SHIFT- SPECIFIC PROVISIONS .....</b>	<b>44</b>
<b>APPENDIX “X” MAP .....</b>	<b>46</b>
<b>APPENDIX “Y” DRUG AND ALCOHOL POLICY.....</b>	<b>48</b>

# **MASTER MEMORANDUM OF UNDERSTANDING**

## **CHAPTER 1. ADMINISTRATIVE**

### **ARTICLE I. PARTIES TO UNDERSTANDING**

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

### **ARTICLE II. RECOGNITION**

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

### **ARTICLE III. STATE LAW COMPLIANCE**

This Memorandum of Understanding complies with the provisions of Section 3500 et seq. of the Government Code of the State of California in that the Employer-Employee representatives noted herein did meet and confer in good faith and did reach agreement on those matters within the scope of representation as specified herein.

### **ARTICLE IV. CITY COUNCIL APPROVAL**

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

### **ARTICLE V. CONTINUATION OF BENEFITS**

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

### **ARTICLE VI. SEVERABILITY OF AGREEMENT**

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

### **ARTICLE VII. TERM OF UNDERSTANDING**

This Memorandum of Understanding incorporates all modifications regarding wages, hours and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of the first full pay period after City Council approval and shall expire on December 31, 2018. All existing benefits shall continue in full force until a subsequent agreement is reached. Should either party desire to commence the Meet and Confer process for the next subsequent Memorandum of Understanding, they shall notify the other in writing no earlier than one hundred twenty (120) days prior to the expiration date of this Agreement. With the parties' mutual agreement, the notification and Meet and Confer process may begin earlier than one hundred twenty (120) days prior to the expiration date of this Agreement.

## CHAPTER 2. COMPENSATION

### ARTICLE I. SALARIES

#### A. SALARY

1. Effective the first full pay period in January 2016 and upon approval by the City Council, all employees assigned to the classifications listed in Appendix "A" and "A2" shall receive a base salary increase of 2%.
2. Effective the first full pay period in January 2018, all employees assigned to the classifications listed in Appendix "A" and "A2" shall receive a base salary increase of 2%.
3. Electric Engineering Technician Salary Schedule Alignment – effective the first full pay period in January 2016 and upon approval by the City Council, the salary schedule for Electric Engineering Technician I and II shall be increased by 1.2%. All employees assigned to these classifications shall be moved to the new salary schedule with no reduction in compensation.
4. Labor Market Adjustments – Effective the first full pay period in January 2016 and upon approval of the City Council, the following salary increases shall be implemented for employees in the classifications listed below:

Job Title	First full Pay Period January 2016 and upon approval of the City Council (%)
Electric Apprentice Line Technician	15.00
Electric Drafting Technician I	0.14
Electric Drafting Technician II	0.12
Electric Line Technician	15.00
Electric Line Troubleshooter	15.00
Electric Materials Technician I	7.88
Electric Materials Technician II	7.88
Electric Preapprentice	7.88
Electric Preventive Data Systems Technician	7.88
Electric Systems Dispatcher	15.00
Electric Technology Systems Technician	11.07
Electric Utility Technician I	15.00
Electric Utility Technician II	15.00
Instrument & Control Technician	11.08
Materials Technician	5.68
Plant and Equipment Maintenance Worker I	15.00
Plant and Equipment Maintenance Worker II	5.44
Plant and Equipment Mechanic I	7.52
Plant and Equipment Mechanic II	7.52
Power Engineer I	11.34
Power Engineer II	11.34
Power Plant Engineer I	11.34
Power Plant Engineer II	11.34
Power Plant Mechanic	15.00

Power Plant Operator/Technician I	15.00
Power Plant Operator/Technician II	15.00
Senior Electric Line Technician	15.00
Senior Electric Materials Technician	7.88
Senior Electric Metering Technician	15.00
Senior Electric Substation Technician	15.00
Senior Electric System Dispatcher	15.00
Senior Plant and Equipment Mechanic	7.51
Senior Power Plant Operator/Technician	15.00

5. Salary – All Employees Hired On/After the first full pay period in January of 2016

Effective the first full pay period in January 2016 and upon approval of the City Council, for any current classification in the bargaining unit where the total compensation was 5% or more above the median total compensation for bench marked classifications in the surveyed jurisdictions, the new top for all such classifications in the new salary schedule B will be reduced as listed below. All other classifications' top step in the new salary schedule B will remain unchanged.

Job Title	January 2016 (% reduction)
Electronics Technician I	10.09
Electronics Technician II	10.10
Predictive Maintenance Technician I	10.09
Predictive Maintenance Technician II	10.10
Preventive Maintenance Technician I	10.10
Preventive Maintenance Technician II	10.09
SCADA System Technician	10.10
Senior Electronics Technician	10.10
Senior Preventive Maintenance Technician	10.36

Annual Merit Step Increases

6. Effective the first full pay period in January 2016 and upon approval by the Council, all employees hired before January 1, 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.

7. Effective the first full pay period in January 2016 and upon approval by the Council, the City will create a second salary schedule (B) which will apply to new hires for all listed classifications in the bargaining unit. The salary steps for the new salary schedule will be approximately 2.5% for each classification in the bargaining unit. For purposes of this provision, any employee who was initially hired before January 1, 2016 that had a break in City service and was rehired after January 1, 2016 will be deemed a newly hired employee under this provision.

**B. REGISTRATION AND CERTIFICATION PAY**

1. A five percent (5%) differential will be paid to employees in the classifications of Power Engineer I/II who possess a California Professional Engineer Certificate (PE).
2. Employees in the classifications of Electric System Dispatcher and Senior Electric System Dispatcher who possess a NERC certificate as of July 20, 2011 will have the ability to earn three percent (3%) certification pay for maintaining their certification.

3. Management staff will designate a maximum of five (5) Electric and three (3) Environmental Utilities maintenance staff to obtain and maintain a crane certification. The designated employees will be compensated at a rate of two and one-half percent (2.5%) higher than their existing pay range.
  
4. Represented employees in the Environmental Utilities Department will have the ability to earn a maximum of four percent (4%) in certification pay. Management staff in the Environmental Utilities Department will designate a maximum of eight (8) staff from Water Distribution and a maximum eight (8) staff from Wastewater Collection to maintain their Class A driver's license and operate Class A vehicles/equipment as needed. Once certified, the designated employees will be compensated at a rate of two and one-half percent (2.5%) higher than their existing pay range. Employees also have the opportunity to earn certification pay in the following areas:

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

	<b><u>Water Efficiency</u></b>	<b><u>%</u></b>
<b><u>Water Conservation Worker II</u></b>	<u>Water Use Efficiency Practitioner Grade 1, 2, 3 (AWWA) (cumulative)</u>	<u>1%</u>
	<u>Distribution Operator Grade 2 (DPH)</u>	<u>1%</u>
<b><u>Water Conservation Worker I</u></b>	<u>Water Use Efficiency Practitioner Grade 1, 2 (AWWA) (non-cumulative)</u>	<u>1%</u>



	<u>Distribution Operator Grade 1,2 (DPH) (non-cumulative)</u>	<u>1%</u>
	<u>Certified Landscape Irrigation Auditor (CLIA)</u>	<u>1%</u>
<b><u>Water Conservation Specialist</u></b>	<u>Water Use Efficiency Practitioner Grade 2, 3 (AWWA) (cumulative)</u>	<u>1%</u>
	<u>Distribution Operator Grade 2 (DPH)</u>	<u>1%</u>

**C. SPANISH SPEAKING PAY DIFFERENTIAL**

City shall compensate employees who are certified by the Human Resources Department as Spanish speaking at the rate of \$46.15 bi-weekly (\$100.00 per month).

**D. FUTURE SALARY INCREASES**

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

**ARTICLE II. OVERTIME**

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

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

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

For purposes of this section, holidays, sick leave, vacation, Personal Leave Time (PLT) compensatory time off (CTO), and floating holidays are time worked for purposes of computing overtime. The following leave hours are not to be considered to be hours worked for purposes of computing overtime: Workers'

Compensation, leave without pay requested by the employee, suspension or disciplinary action and a short work week worked by a new employee.

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

- B. Incidental overtime, defined here as less than eight (8) minutes nonrecurring extension of the workday/shift, is not compensable in any form.
- C. Overtime shall be compensable in increments of fifteen (15) minutes.
- D. Overtime shall be compensable at the rate of one and one-half (1 ½) the employee's base hourly rate except as noted in Subsection F or G of this section.
- E. Shift Extension. If an employee is called to work early or is worked beyond their normal work shift, compensation for overtime shall be calculated in accordance with Subsection C of this section.
- F. Emergency Overtime. Regular employees in the Department shall be compensated at double the employee's normal hourly rate when working between the hours of 10:00 p.m. to 6:00 a.m. Overtime hours worked before or after the hours noted above will be paid in accordance with Subsection D.
- G. An employee shall be compensated at double the employee's normal hourly rate when called to work on a scheduled holiday in an emergency capacity. Prescheduled holiday work shall be compensated in accordance with Subsection D.
- H. An employee responding to an overtime call for assistance from an outside agency (Mutual Aid Agreement) shall be compensated at the going overtime rate (i.e. 1.5 x, 2 x hourly rate, etc.) for the agency being assisted up to the Mutual Aid Agreement's reimbursed amount. The compensation for overtime will not be less than the City's current MOU allows.

### **ARTICLE III. CALL BACK**

- A. All callbacks shall be for a minimum of two (2) hours and will be compensated in accordance with ARTICLE II OVERTIME. Subsequent calls that occur during a two-hour callback and extend past the original two-hour call shall be compensated for actual time worked.
- B. When the two (2) hours of a call back overlap a regularly scheduled shift the employee will be compensated at the overtime rate up to the start of his/her regularly scheduled work shift.
- C. If an employee's work shift has not ended and the employee must respond to a call requiring immediate action that extends beyond the end of the employee's shift, it is considered a continuation of the shift and is subject to pay based on the actual time. If the employee's shift has ended and the employee has to return to work to address a call requiring immediate action, the employee is entitled to a two (2) hour minimum period of overtime at the appropriate rate.
- D. Standby Employees, as defined in Chapter 2, Article VI, will receive one half (1/2) hour compensation at the appropriate rate of pay when needed assistance can be appropriately handled over the phone and the employee is not required to physically respond to work.

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

**ARTICLE IV. SERVICE TERM BONUS**

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

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

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

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

**ARTICLE V. PROMOTION**

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

**ARTICLE VI. STANDBY**

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

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

Monday-Friday Standby	1 ½ hours straight time rate per day
Saturday, Sunday & Holiday Standby	3 hours straight time rate per day
Weekly Standby	13.5 hours straight time rate per week

Employees shall not be assigned standby on their flex day, unless such employee volunteers.

- B. Employees will be provided a cell phone when assigned to standby.
- C. The department shall make standby assignments voluntary whenever practical.
- D. The City reserves the right to schedule standby as needed.

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

## **ARTICLE VII. WORKING OUT OF CLASS (Refer to Personnel Rules Section 3.07.080)**

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

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

- A. Employees are required to work at least four (4) hours in the higher class to receive the higher class pay, except in classifications where employees are required to operate heavy equipment that is paid at a higher level; in such cases employees will be eligible for higher class pay after one (1) hour of continuous work.
- B. In the event that an employee is required to work in the higher class due to a call back, the employee shall receive out of class pay on an hour-for-hour basis with no minimum amount of time required to serve in the higher class.
- C. Compensation in excess of an employee's regular base salary rate shall not be authorized for work in a higher class unless such employee is in all respects qualified to perform in the higher class and required to perform at least a substantial range of the more essential tasks of the higher class. Additionally, if an employee is temporarily assigned to perform work that is generally within the scope of their current class, but the work assignment is normally performed by a higher class due to the nature or scope of such work, then the temporarily assigned employee shall not receive additional compensation for performance of their normal and customary duties as prescribed by their regular classification.
- D. Employees assigned to work in a higher class, who are both qualified and required to perform at least a substantial range of the higher tasks, shall be compensated for the actual number of hours worked in the higher class as follows:
  - 1. Compensation shall be five percent (5%) more than the employee's current salary rate in the lower class unless the difference between classifications is less than five percent (5%). In the event that the top step in the higher range is less than five percent (5%), the employee will be compensated at the top step in the higher class.

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

2. For employees assigned to management classifications the compensation shall be ten percent (10%) more than the employee's current salary rate in the lower class. In the event that the top step in the higher range is less than ten percent (10%), the employee will be compensated at the top step in the higher class.
3. Work periods in higher class assignments shall not apply toward seniority or time-in-class considerations for layoff purposes as regards the higher class.
4. 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 for all time worked and any leave time paid. 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.

## CHAPTER 3. LEAVES

### ARTICLE I. VACATION LEAVE

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

- A. Eligibility: All regular, full-time and part-time employees in the classified service 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 variances.
- B. Accrual: Each regular classified employee shall earn and accrue vacation leave with pay as follows:

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

1. As noted in Subsection A, new employees shall earn vacation at the bi-weekly rate shown above from the hire date. 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. Part-time employees shall receive a pro-rated accrual.
2. Except as provided in Section B, an employee's maximum accrual of vacation hours may not exceed two and a half (2 1/2) 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 under this Section B. One (1) month prior to the employee's anniversary date, the department head shall review the number of hours accrued by the employee.

3. If the amount exceeds specified limits, the employee shall take the excess number of vacation hours up to a maximum of twenty (20) hours prior to the anniversary date or, if operational necessity will not permit taking such time, the employee may be paid the straight time hourly equivalent. Additionally, 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 time up to a maximum of twenty (20) hours or receiving the straight time hourly equivalent in compensation.

C. Use: Per Section 3.12.060(C) of the Roseville Municipal Code, an employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of Subsection B. However, the dates and amount of vacation selected by the employee shall be subject to approval of the department head. Vacation leave shall generally be taken in minimum increments of one (1) full work day/work shift, except that unusual, emergency, necessary, and infrequent use of vacation leave may be granted in one (1) hour increments.

Employees must request the vacation at least ten (10) workdays prior to the desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request, and department heads may consider the approval of, vacation leave with fewer than ten (10) working days' notice. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the department head's approval.

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

## **ARTICLE II. HOLIDAYS**

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

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

1. January 1 (New Year's Day).
2. The third Monday in January (Martin Luther King's Birthday).
3. The third Monday in February (Washington's Birthday).
4. The last Monday in May (Memorial Day).
5. July 4 (Independence Day).
6. The first Monday in September (Labor Day).
7. The second Monday in October (Columbus Day).
8. November 11 (Veteran's Day).
9. The day in November appointed by the President of the United States as Thanksgiving Day.
10. The day immediately following Thanksgiving Day.

11. December 25 (Christmas).
12. Eight (8) hours (floating Holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months prior service (pro-rated for modified schedule employee). The employee and the employee's supervisor shall jointly determine a convenient date. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent amount of pay for the holidays taken in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

B. The following non-reoccurring holidays shall be observed in any year in which they occur:

Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday (except Admission Day).

C. If January 1, July 4, November 11, or December 25 falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday.

If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday. This policy shall be adhered to where practical and may be modified only by written consent to other conditions by the department head.

### **ARTICLE III. SICK LEAVE**

Refer to Section 3.12.070 of the Personnel Rules.

### **ARTICLE IV. CATASTROPHIC LEAVE**

Employees may voluntarily donate accrued vacation, compensatory time off (CTO), and/or floating holiday hours for credit to another regular employee who suffers a non-industrial related catastrophic illness, injury or for the extended care of an employee's immediate family member (as defined in Section 3.00.420 of the City of Roseville Personnel Rules and Regulations). Such donations shall be made in accordance with the following:

- A. The recipient employee must be off work for a minimum of thirty (30) consecutive days and must have exhausted all accrued leave (vacation, holiday, sick leave, compensatory time, etc.) prior to receiving donated leave. This waiting period only applies to the first occurrence of any such illness or injury. An employee is not required to be off an additional thirty (30) days for a reoccurrence/exacerbation of an existing condition.
- B. A donor employee may voluntarily donate up to a maximum of forty (40) hours of vacation, compensatory time, and/or floating holiday time in any calendar year. All donations are irrevocable. Donations shall be made in four (4) hour increments. All unused hours shall remain with the recipient employee.
- C. A maximum of sixty (60) days can be donated to any one regular employee in any one calendar year.
- D. A recipient employee shall be eligible for health benefits while on catastrophic leave with donated time for a maximum of sixty (60) days; however a recipient employee shall not accrue vacation or sick leave during this period.



- E. Employee must provide medical certification for care of an immediate family member. The certification must state that the family member is in need of extended care from the Employee, as well as an estimated amount of time required to attend to the immediate family member. Extended care of an immediate family member must be used continuously and not on an intermittent basis. Requests shall be evaluated the Department Head and the Human Resources Director to determine the amount of catastrophic leave to be requested in each instance. Requests for catastrophic leave for immediate family care will first start with department members before being requested of other city employees.
- F. An employee donating accrued leave or an employee receiving donated leave shall waive all tax liability of the City through the establishment of the catastrophic sick leave program.

## **ARTICLE V. DISABILITY LEAVE**

Pursuant to Section 3.12.100 of the City's Personnel Rules, the following shall constitute the City's practice regarding disability leave:

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

Work Related Temporary Disability:

- A. If a regular employee is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall become entitled, regardless of length of service, to a leave of absence while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the third (3rd) calendar day after the injured employee leaves work as a result of the injury. However, if the disability necessitates hospitalization or the disability continues more than three (3) calendar days, the aforesaid seventy-five (75) day leave of absence shall commence from the first day the injured employee leaves work or is hospitalized as a result of the injury. Employees injured on the job who are absent from work due to such disability for less than three (3) calendar days may utilize accrued sick leave during such absence.
- B. Following the initial seventy-five (75) day period of temporary disability, an eligible employee may elect to receive either workers' compensation disability payments, or full salary by supplementing their workers' compensation disability payment by use of accrued vacation, compensatory time off (CTO), or sick leave on a one-half (1/2) hour sick leave for one (1) hour pay basis. Upon utilization of all accrued leave credits, the employee injured in the performance of assigned duties and who is entitled to compensation under the Workers' Compensation Insurance Act shall be continued on the rolls of the City without pay until workers' compensation is discontinued, or the employee reaches a permanent and stationary status, provided that the disability was not the result of the employee's willful violation of safety rules or negligent behavior.

## **ARTICLE VI. MILITARY LEAVE**

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

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

## **ARTICLE VII. JURY DUTY LEAVE**

- A. Classified employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal work hours and days or shifts during such absence from work.
- B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty.
- C. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through their respective department heads to the Human Resources Director.
- D. If an employee normally assigned to any shift except days is summoned to jury duty and ordered to report, the employee's shift shall be changed to days until the jury obligation has been fulfilled provided there is a period of 12 hours preceding the employee's normally assigned shift. Any day that the employee is released from service having served fewer hours than normally scheduled, the employee shall report to work for the remainder of the shift.

## **ARTICLE VIII. COMPENSATORY TIME**

Compensatory time shall be governed as follows:

- A. An employee may use up to eighty (80) hours per calendar year of accrued compensatory time on conditions the same as those for the use of vacation. Approval by the employee's superintendent or first-line manager is sufficient for use.
- B. Superintendents and first-line managers will grant an employee, at the employee's request, accrual of overtime as compensatory time, until a balance of eighty (80) hours has accrued. Once a balance of eighty (80) hours has accrued, the employee will be granted additional accrual at the employee's request up to half of overtime worked in the pay period, until the accrual limit of two hundred and forty (240) hours is reached. Any overtime not accrued as compensatory time will be paid at the employee's overtime rate of pay.
- C. The eighty (80) hour figures above for use and accrual may be further relaxed by the Department Director, as appropriate.
- D. Employee requests to use CTO will either be (1) granted within a reasonable time period or (2) at employee option, be paid off if use of CTO hours cannot be accommodated by the department.
- D. The use of CTO must be a mutual agreement between the employee and the City.

## **ARTICLE IX. PERSONAL LEAVE TIME**

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

Use of PLT time shall be subject to the following:

- A. PLT may be used by employees for time off on an hour-for-hour basis until the employee has exhausted the bank.
  - 1. Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department.
- B. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department. Pursuant to Chapter 5, Article II, item A of this memorandum of understanding, employees may defer some or all cashed out PLT into the City's deferred compensation plan.
- C. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.
- D. Employees who terminate employment with the City or leave the bargaining unit shall be cashed out at the rate of 1.5385 hours per week up to the balance of the employee's PLT bank. If an employee terminates and has taken more PLT in advance than 1.5385 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. For example, if an employee terminates employment on March 31, the employee shall receive payment for thirteen (13) weeks of PLT, or 20.0005 hours of PLT time. Part-time employees will receive a pro-rated cash out of their bank.
- E. Any employee hired after the first of the year shall be granted a prorated amount at 1.5385 hours per week for the remainder of the calendar year. For example, if an employee is hired on July 1, the employee shall be granted forty (40) hours of PLT.
- F. Effective January 1, 2017 the bank of 80 hours of PLT shall be reduced to 45 hours. Effective the first full pay period in January 2017 the base salary for all classifications listed in Appendix "A" and "A2" shall be increased by 2.6%.

## **CHAPTER 4. INSURANCE BENEFITS**

### **ARTICLE I. MEDICAL AND DENTAL BENEFITS**

#### A. Eligibility

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the IBEW bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, or current employees who laterally transfer or promote into a regular part-time allocated position, will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (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 agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month after approval by the City Council or as soon as administratively possible, the City's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

#### C. Cafeteria Plan

1. The City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, long-term disability insurance (LTD) and vision insurance.
2. Effective December 1, 2016, the City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to \$1,296 per month (less the direct PEMHCA payment provided in paragraph B) . Effective December 1, 2017, this amount shall be increased to \$1,321. Effective December 1, 2018, this amount shall be increased to \$1,347 for the term of the agreement.
3. The City agrees to provide a flex plan credit of \$168.00 per month to be used by active employees for any benefit covered under the Cafeteria Plan.
4. Employees who elect not to participate in any of the medical, dental, LTD, and vision insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) of this Article. Instead, employees who opt out of these City sponsored benefits will receive \$150 per month.
5. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be

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

- D. The City agrees to continue its existing Section 125 plan. The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.
- E. The City agrees to provide a dental benefit as described in the evidence of coverage document. The City reserves the right to select any dental carrier. The City will provide two (2) cleanings per year (except for periodontal patients who will continue to have four (4) cleanings). Open enrollment will be as described in the evidence of coverage document, but may be changed at the City's discretion in order to better manage the dental benefit.

The City agrees to provide a vision benefit. Details of the City's vision benefit are described in the evidence of coverage document. The City reserves the right to select any vision carrier. Open enrollment will be as described in the evidence of coverage document.

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

## **ARTICLE II. RETIREE HEALTH BENEFITS**

### A. Medical Insurance Benefits

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

The parties agreement to move from the CalPERS equal contribution method to the PEMHCA minimum employer contribution method does not modify retiree health benefits for employees in Tiers I and II pursuant to Article II B and C below.

### B. For Employees Hired Prior To January 1, 2004 (Tier 1)

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

### C. For Employees Hired On Or After January 1, 2004 And Prior To January 1, 2014 (Tier 2)

Employees hired on or after January 1, 2004 and prior to January 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of

Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

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

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

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

- D. If City withdraws from the PEHMCA program through the life of this contract, employees hired after January 1, 2004 must have five (5) years of continuous service with the City of Roseville before becoming eligible for City-paid retiree health insurance.

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

Total Credited Years of Service	% of City Contribution
5	25
6	30
7	35
8	40
9	45
10	50
11	55
12	60

13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

- E. For Employees Hired On Or After January 1, 2014 (Tier 3).
1. Employees hired on or after January 1, 2014, 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 accounts. 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 IRS Code including participation in non-City sponsored plans.

**ARTICLE III. LONG TERM DISABILITY**

- A. The City agrees to provide a Long Term Disability (LTD) Program with a waiting period of sixty (60) calendar days; whereupon an eligible employee shall be entitled to receive up to sixty percent (60%) of their gross monthly salary (a minimum of \$100) until age sixty-seven (67) in accordance with the LTD plan.
- B. After own occupation disability benefits have been payable for thirty-six (36) months, employee is disabled if the injury or sickness makes him/her unable to perform all the material duties of any occupation for which he/she may reasonably become qualified based on education, training or experience.
- C. Other details of the City's LTD Plan are described in the plan booklet. The City reserves the right to select any LTD carrier.

- D. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and 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.
- E. After five (5) years as a regular employee of the City, the City agrees to pay one hundred percent (100%) of the premium for the LTD plan.
- F. A program of voluntary group Supplemental LTD is available to those employees assigned to the classifications in Appendix "A" and "A2". The City does not guarantee any minimum level of benefit provided to any Supplemental LTD program. The City reserves the right to select the insurance provider. The employee accepts sole responsibility for payment of any and all costs under this program. All premiums will be collected via payroll deduction.

#### **ARTICLE IV. LIFE INSURANCE**

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

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

- A. The City agrees to provide an Employee Assistance Program (EAP) for employees that includes up to six (6) visits a calendar year for each employee and each dependent family member and spouse.
- B. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.



## CHAPTER 5. RETIREMENT.

### ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM

- A. Retirement System. 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. 6.197% shall be contributed toward the City’s pension costs, and 1.803% shall be contributed toward the employees’ pension contribution.

The City shall pay 6.197% of compensation earnable as EPMC (Employer Paid Member Contribution) and shall report the same percent (value) of compensation earnable as special compensation pursuant to Government Code Section 20636(c)(4).

- 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 (Conversion of unused sick leave balance to service credit.)
- Government Code Section 21573 (Third Level of 1959 Survivor Benefits).
- Government Code Section 21548 (Pre-Retirement Option 2W Death Benefit).

**ARTICLE II. DEFERRED COMPENSATION**

- A. The City agrees to maintain a deferred compensation plan, the choice of which shall be at the sole discretion of the City, wherein City employees can defer a portion of their earnings from State and Federal Income Tax as provided by applicable laws.
- B. The City agrees to contribute one hundred dollars (\$100) monthly into all employees' deferred compensation plan. Employees may choose to contribute this allocation toward their health and welfare package. The election to place the contribution into their health and welfare package or deferred compensation must be made during a health open enrollment period.
- C. The City agrees to contribute three percent (3%) of the employee's base wages into the deferred compensation plan as a replacement benefit to the City's withdrawal from the Social Security System for employees who have completed five (5) continuous years of classified employment with the City of Roseville.

## **CHAPTER 6. HOURS, SCHEDULES, MEALS**

### **ARTICLE I. GENERAL HOURS OF WORK**

- A. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein. The Department Head or his/her designated authority may waive these provisions in emergency situations as determined by the Department Head.
- B. Except for part-time employees, eight (8) hours shall constitute a day's work. Five (5) days of eight (8) hours or forty (40) hours shall constitute a workweek for all employees. Employees will be subject to call twenty-four (24) hours per day and shall respond to such calls unless unable to perform required work.
- C. All full-time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. In case of emergency, and if the position must be continuously filled, an employee may be required by the employing officer, with the approval of the Human Resources Director, to work on weekly days off.
- D. The appointing authority of each department shall draw up a schedule of days off for all full-time monthly employees under the department's jurisdiction.
- E. Change of Schedule: Any employee involved in a mandatory change of schedule which involves a modification in an employee's starting time or days off will be given a minimum of five (5) working days' notice.
- F. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours, performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.
- G. Troubleshooters may be assigned a rotational work schedule to include Saturdays and Sundays.
- H. For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday.
- I. The City and IBEW agree that the Electric Utility Director and/or his/her designee will meet with IBEW's principals for purposes of discussing potential changes in shift schedules.

### **ARTICLE II. INCLEMENT WEATHER SCHEDULE**

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

- B. Temporary personnel who have reported to work but are unable to work in the field because of inclement weather will be paid only for the time they work or are held by the City, except, however, that they will be paid for not less than two (2) hours.
- C. The Utility Director, or a delegated subordinate, will be responsible for determining if weather conditions warrant commencement or cessation of outside work in inclement weather. In arriving at a decision with respect to weather conditions, the Utility Director or delegated subordinate shall take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) distance from job site to operating headquarters.

### **ARTICLE III. REST PERIODS**

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

#### **A. Rest Period Between Workdays**

1. If an employee has worked for four (4) or more hours during the eight (8) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a four (4) hour rest period upon the completion of such overtime work.
2. If an employee has worked for six (6) or more hours during the twelve (12) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a six (6) hour rest period upon the completion of such overtime work.
3. If an employee has worked for eight (8) or more hours during the sixteen (16) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to an eight (8) hour rest period upon the completion of such overtime work.
4. Rest periods are to begin immediately upon employee's release from overtime work. If the rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight time rate for the extent of the overlap.
5. If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her workday, the employee may be excused from reporting for work until the beginning of the second half of his/her workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.
6. If the rest period extends into the second half of his/her regular day, the employee may be excused from reporting for work until the beginning of the following workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.
7. At the discretion of the department head, additional rest periods of less than 4 hours may be assigned in unusual or emergency circumstances.

- B. Continuous or Emergency Work Schedule. When, in circumstances of emergencies or other business necessity, it becomes necessary for the City to require a continuous work schedule of twenty-four (24) or more hours of work, employees shall work under close supervision and will be released for rest at the discretion of the department head or designee. In such circumstances, the employee shall be entitled to the prevailing rate of overtime pay, and shall remain at such rate of pay until released from the work schedule for a minimum of eight (8) hours.

**ARTICLE IV. SPECIAL DUTY ASSIGNMENTS**

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

When an employee is assigned a special duty assignment, the employee shall be compensated for hours worked at the regular rate of base salary and benefits regardless of whether or not the employee performs work within the regular classified position or is assigned to the employee’s regularly assigned department. If an employee is assigned to a special duty assignment of less than full time, compensation for hours worked may be supplemented by either accrued sick leave, or other available leave.

**ARTICLE V. MEALS**

All regular employees will be eligible for a \$20.00 meal allowance as provided below:

A. OVERTIME WORKED CONTIGUOUSLY TO A REGULAR SHIFT.

1. All Overtime (emergency or scheduled) worked contiguously (before or after) to an employee’s regularly scheduled shift for a minimum of two (2) hours shall entitle the employee to one (1) meal allowance. Employees will be eligible for one (1) additional meal allowance for each additional four (4) hours of contiguous overtime worked.
2. Employees are entitled to a paid thirty (30) minute meal break for every four (4) contiguous hours of overtime worked.

Overtime hrs worked	Total # of <u>\$20</u> meal allowances	Total # of ½ hr paid breaks
>2 hrs < 4 hrs	1 = <u>\$20</u>	0
>4 hrs < 6 hrs	1 = <u>\$20</u>	1
>6 hrs < 8 hrs	2 = <u>\$40</u>	1
>8 hrs < 10 hrs	2 = <u>\$40</u>	2
>10 hrs < 12 hrs	3 = <u>\$60</u>	2
>12 hrs < 16 hrs	3 max meals in 24 hours	3
>16 hrs	3 max meals in 24 hours	4

B. OVERTIME WORKED NON CONTIGUOUS TO A REGULAR SHIFT.

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

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

- D. In no event shall an employee be entitled to more than three (3) meal allowances in a twenty-four (24) hour period from the beginning of the overtime shift.
- E. The meal allowance will be recorded each eligible day in timekeeping to be paid with normal payroll periods.

## CHAPTER 7. MISCELLANEOUS ISSUES

### ARTICLE I. UNIFORMS AND SAFETY EQUIPMENT

#### A. Uniforms (Non-Fire Retardant (FR) Clothing) Required To Be Worn Daily

When an employee is required to wear a uniform on a daily basis, as determined by the department head, the employee may elect one of the following two options by January 1 of each year:

1. An employee will receive an annual jean allowance of \$235.00 and eleven (11) shirts selected by the City. The employee is responsible for cleaning the jeans, and must report to work in clean, well-maintained and repaired jeans. The jean allowance shall be payable in January of each year. The annual jean allowance shall be prorated for new employees by date of hire.

OR

2. The City will provide and maintain for an employee annually eleven (11) shirts and eleven (pants) selected by the City.

#### B. Uniform (Non-FR Clothing) Not Required

If an employee, with the director's approval, does not wear a City uniform, the employee will not be eligible for a uniform allowance.

#### C. Rain Gear

As needed, the City shall provide an employee with rain gear consisting of one (1) each coat and pants.

#### D. Uniform Apparel – General Requirements

Employees who receive a jean allowance and employees who are provided with uniform apparel pursuant to this Article, including FR uniform apparel, are required to wear the provided clothing during all duty hours and to maintain a clothing standard consistent with representing the City to the public.

#### E. Safety Clothing and Equipment

##### 1. Fire Retardant (FR) Clothing Required To Be Worn Daily

If by law or regulation, due to hazard evaluation or CAL-OSHA requirements, an employee is required to wear FR clothing on a daily basis, the City shall provide all required FR clothing/uniform items, and the employee is not permitted to provide the employee's own work clothing or to receive a jean allowance. The City shall provide eleven (11) FR pants and eleven (11) FR shirts annually, and shall provide other FR clothing items as needed as determined by the department head or designee.

2. Safety Boots/Shoes and Climbing Boots

a. Safety Boots/Shoes. As needed as determined by the department head or designee, the City shall provide an employee who is required to wear safety boots/shoes on a daily or intermittent basis with safety boots/shoes with a cost that does not exceed \$250.00. At the City's discretion, the City may provide safety boots/shoes through any method that allows an employee to choose safety boots/shoes that do not cost more than \$250.00 and meet applicable safety requirements. Examples of methods the City could elect to use to provide safety boots/shoes, depending on the circumstances, include, but are not limited to the following:

- (1) The City could authorize an employee to purchase safety shoes/boots and submit the original receipt for reimbursement. The reimbursement method requires the supervisor's advance written authorization.
- (2) Or, an employee could select appropriate safety shoes/boots, and the City would order and pay for the selected boots.
- (3) Or, a supervisor could accompany an employee to a retail store and pay for the selected safety shoes/boots.
- (4) Or, the City could arrange for a vendor to provide a selection of appropriate safety shoes/boots from which employees may select/order safety shoes/boots at City expense.

b. Climbing Boots. As needed as determined by the department head or designee, the City shall provide an employee who is required to wear climbing boots with climbing boots with a cost that does not exceed \$400.00. At the City's discretion, the City may provide climbing boots through any method that allows an employee to choose climbing boots that do not cost more than \$400.00 and meet applicable safety requirements. Examples of methods the City could elect to use to provide climbing boots, depending on the circumstances, include, but are not limited to the following:

- (1) The City could authorize an employee to purchase climbing boots and submit the original receipt for reimbursement. The reimbursement method requires the supervisor's advance written authorization.
- (2) Or, an employee could select appropriate climbing boots, and the City would order and pay for the selected boots.
- (3) Or, a supervisor could accompany an employee to a retail store and pay for the selected climbing boots.
- (4) Or, the City could arrange for a vendor to provide a selection of appropriate climbing boots from which employees may select/order at City expense.



c. General Requirements.

- (1) Employees who are required to wear safety boots/shoes and/or climbing boots while performing their job duties must wear boots/shoes that are appropriate for their job classification and meet any CAL-OSHA requirements. The City reserves the right to determine if a boot or shoe is appropriate to the employee's job classification in conformance with any applicable CAL-OSHA regulations.
- (2) To assure compliance with prescribed safe working practices or common sense, an employee who performs job duties without wearing appropriate safety boots/shoes or climbing boots whenever required by conditions and assigned duties will be subject to discipline.

3. Additional Safety Equipment

In addition to providing FR clothing, safety boots/shoes and climbing boots described above and as required by an employee's job duties, the City shall provide employees with the following additional safety equipment and personal protective wear as needed, including, but not limited to: jackets, sweatshirts, hard hats, gloves, one (1) pair of insulated rubber boots with reinforced arches, and other materials and equipment required by CAL-OHSA to guard against potential on-the-job hazards to employees' health and welfare. The City provides safety glasses in accordance with Administrative Regulation 2.02.

4. Safety Equipment – General Provisions

During their duty hours while performing their job duties, employees are required to use safety equipment and additional personal protective wear provided by the City as appropriate for the particular task. To assure compliance with prescribed safe working practices and common sense to protect against potential hazards to the health and welfare of employees, an employee who fails to use the appropriate safety equipment and personal protective wear shall be subject to discipline.

## **ARTICLE II. AGENCY SHOP**

- A. Every occupied represented employee position in the bargaining unit covered by this Memorandum of Understanding, as a condition of continued employment, shall be obligated to choose enrollment in either (1), or (2), or (3) within thirty (30) calendar days of employment.
1. Union Member: may choose to become a member of the union and maintain the employee's membership in the Union in accordance with its Constitution and Bylaws.
  2. Agency Fee Payer: may choose in the alternative, to tender a monthly agency service fee to the Union equal to the standard initiation fee required of union members in an amount not to exceed periodic monthly dues, per capita fees and general assessments required of BA members in the employee's base wage rate.
  3. Religious Objector: may choose to refrain from (1), or (2) above and in the alternative to certify that they are a member of a bona fide religion, body, or sect that has historically held a conscientious objection to joining or financially supporting public employee organization. Such employee shall not be required to join or financially support the public
-

employee organization. Furthermore, such employee shall be required in lieu of the agency fee or union dues obligation, to contribute an amount equal to the standard agency fees to a non-religious, non-charitable fund exempt from taxation under 501(c)(3) of the Internal Revenue Code. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Union as a condition of continued employment.

Notwithstanding the preceding agency shop provisions, an employee that is separated from the bargaining unit because of transfer or promotion out of the bargaining unit, layoff, termination and leave of absence for periods of more than thirty (30) consecutive calendar days will be exempt from these requirements. Upon rehiring or returning to bargaining unit status from separation, the obligation requirements as set forth above resume immediately.

- B. Compliance: No employee shall be terminated under this Article unless: The Union first has notified the employee by letter, explaining that he/she is delinquent in tendering the required membership fee, agency service fee, or payment in lieu of service fee pursuant to this Article and subsections A. (1), (2), or (3) above, specifying the current amount of delinquency, and warning the employee that unless such membership fee, agency service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in the Article; and The Union has furnished the City with written proof that the procedure of Article III. B, above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with request. The Union must further provide, when requesting the City to terminate the employee, the following written Notice:

"The Union certifies that (Employee's Name) has failed to tender membership fee, the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this MEMORANDUM OF UNDERSTANDING"

- C. Term: The provisions of this Article shall be effective as provided for in Government Code 3502.5.
- D. Union Responsibilities: The Union shall keep an adequate itemized record of its financial transactions and shall, by April of each year, make available to the City, and to all bargaining unit employees, a detailed written financial report for the fiscal year ending the preceding December 31, in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, by a certified public accountant.

The Union certifies to the City that it has adopted, implemented, and will maintain procedures in accordance with applicable statutes, an decisions by a court of competent jurisdiction, and any other applicable legal authority.

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

The Union in the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Article is rendered unlawful by any published appellate court decision, shall meet-and-confer with the City within thirty (30) days to negotiate a substitute provision which conforms to said law or court decision.

### **ARTICLE III. PAYROLL DEDUCTIONS**

- A. Every employee who occupies a bargaining unit position represented by the Union, must checkoff and sign their applicable choice as a Union Member, Agency Service Fee Payer, or Religious Objector, authorizing payroll deduction of dues, fees, or contributions corresponding to their selection.
- B. The City agrees to deduct from employees pay, and pay to the Union, the normal and regular monthly dues, fees or contributions authorized in writing by the employees on City approved form, subject to the following conditions;
  - 1. Such deduction shall be made only upon submission, by a duly authorized representative of the Union to the City's Human Resources Director, of the employees signed authorization form which may contain a provision that such future rates (dues/fees) may be initiated by the Union.
  - 2. The City shall not be obligated to effectuate new, changed or discontinued deductions until the commencement of the pay period following acceptance of receipt by the City of such notice from the Union.
  - 3. The Union shall accept responsibility for notifying individual members/employees of any impending change in deductions.
  - 4. The Union shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any claims, costs, demands, suits or liabilities of any nature whatsoever arising out of, or related to, its deduction of dues / fees for the Union.
- C. Union agrees to reimburse the City in the monthly equivalent amount of five dollars(\$5.00) per member/ employee year for dues deduction handling of any employee who is or becomes a union member / agency fee payer or religious objector. The City shall mail the Union a monthly statement of such handling charges along with the monthly dues fees deductions. Such reimbursement to the City shall be due and payable upon receipt by the Union of a statement of charges issued by the City each month.

### **ARTICLE IV. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS**

- A. All appointments to vacancies occurring in the classified service shall be based upon merit and fitness ascertained in accordance with these rules and shall be made by transfer, demotion, or from eligibles from an appropriate employment list, if available, which appointment may be for new employment, reemployment, reinstatement, or promotion. The type or types of appointments utilized shall be in the best interest of the City as determined by the City Manager. In the absence of persons eligible for appointment in these ways, provisional, temporary, emergency, or other types of appointments may be authorized by the City Manager in accordance with the Personnel Rules and the City Charter.
- B. Whenever a vacancy in the classified service is to be filled, the appointing authority shall notify the Human Resources Director in the manner prescribed. If there is no employment list available for a class, the Human Resources Director shall decide the manner in which the position shall be filled.
- C. The number of persons to be certified by the Human Resources Director to the hiring department shall be the top five (5) ranking scores for the initial vacancy and an additional two (2) scores for each additional vacancy to be filled upon the same certification. If there are three (3) or fewer eligible and available persons on a promotional or open list for certification to the hiring department, the Human

Resources Director may use his/her discretion in calling for a new examination in order to secure a sufficient number of persons eligible for certification.

- D. Vacancies in the classified service filled by promotion may be certified by competitive (closed) promotional examination, or by promotional certification by the department head and Human Resources Director in those cases where only one employee is qualified for the higher-level position. For advancement to occur by promotional certification, the department head must notify the Human Resources Director that an employee meets all prescribed standards of the higher level class, has demonstrated in all respects the ability to satisfactorily perform responsibilities of the higher level class, and is in other ways eligible for certification to the higher level class. Upon a finding by the Human Resources Director that an employee is in all respects eligible for promotional certification, the Human Resources Director may so certify the employee for employment consideration by the department head upon the occurrence of the next vacancy at the higher-level position.
- E. The department head shall arrange for a convenient time and place to conduct departmental evaluations of eligible persons, and shall notify the same. Following interview and other appropriate candidate review, the department head may recommend an appointment to the City Manager. The candidate(s) selected for appointment consideration shall be certified by the department head to the Human Resources Director, who shall arrange for a medical examination, fingerprinting, and any other pre-employment testing deemed to be necessary and appropriate. Upon receiving satisfactory results of such tests, the Human Resources Director shall sign the appointment authorization and refer such authorization together with any supporting documents to the City Manager at least five (5) working days prior to the effective date.
- F. The City Manager may approve or disapprove the recommended appointment. If approved, the department head shall notify the appointee and, if the person accepts appointment and reports for duty within such period of time as prescribed by the department head, the applicant shall be deemed to be probationally appointed; otherwise, the applicant is deemed to have declined appointment.
- G. Unless authorized as an exception by the City Manager, no appointment of a new employee shall be made until the Human Resources Director has received the results of a medical and background evaluation.

## **ARTICLE V. CAUSES FOR DISCIPLINE**

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

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

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

C. Work Performance.

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

## **ARTICLE VI. GRIEVANCES - GENERAL AND PROCEDURES**

Any represented employee who wishes to call his or her Union business representative regarding employment related matters, may do so on City paid time at his or her own expense, provided such telephone calls do not represent or create any unreasonable disruption of work.

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

## **ARTICLE VII. MINIMUM SCORES AND COMPUTATIONS**

- A. Except for qualifying/non-qualifying test, examinations shall be scored on a percentage basis. The specific minimum score percentages shall be determined by the Human Resources Director prior to or following the examination, depending on the need to analyze test results for purposes of validity. Each phase of the examination process shall be assigned a weight based on the job relatedness of the examination content to the prescribed duties of the position.
- B. An applicant's score in any examination shall be based upon the weighted average of scores achieved for each part of the competitive examination(s) as provided for in the examination announcement. Failure in any part of the examination process shall result in the disqualification of the applicant from the remaining parts of the examination process.

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

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

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

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

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

## **ARTICLE VIII. CITY MANAGEMENT RIGHTS**

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

- A. To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this Article shall be construed to require the City to negotiate on matters, which are solely a function of management, including the following:
1. To manage the City generally and to determine the issues of policy.
  2. To determine the existence of facts, which are the basis of management decisions.
  3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
  4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
  5. To determine methods of financing.
  6. To determine types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.
  8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City, except where such contracts for service would be for the purpose of workforce reductions.
  9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith consultation.
  10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
  11. To establish and modify productivity and performance programs and standards.
  12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
  13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
  14. To hire, transfer, promote, and demote employees for nondisciplinary reasons.
  15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
  16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
  17. To maintain order and efficiency in City facilities and operations.
  18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City, which are not in contravention with these Regulations or the Personnel Rules.
  19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in these regulations.
  20. To take any and all necessary action to carry out the mission of the City in emergencies.
- B. No neutral third party, including the Personnel Board, shall have the authority to add, delete or otherwise modify any provision of these employer rights, authorities, or functions, but shall be limited to matters of interpretation only.
- C. The employer rights shall not remove or limit the right of any classified employee to exercise grievance procedures.



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

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

## **ARTICLE X. ADMINISTRATION OF APPRENTICESHIP PROGRAMS IN ELECTRIC UTILITY DEPARTMENT**

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

### A. Committee.

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

### B. Training Standards.

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

### C. Nondiscrimination Provision.

Selection of apprentices under the program shall be made from qualified applicants pursuant to the Personnel Rules of the City of Roseville and without regard to race,, color, religion, national origin, sex, sexual orientation, marital status, political affiliation, family care leave status, pregnancy, other legally protected characteristics or occupationally irrelevant physical requirements; and these programs shall be operated on a completely nondiscriminatory basis.

### D. Entrance Requirements.

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

E. Progression Tests.

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

A grade of seventy (70) or above will be considered a passing grade. After the first six (6) months, any apprentice failing to pass the required test will be given additional training time equal to one-half (1/2) the period to the apprentice's next review date. Failure may be cause for the denial of merit increases pursuant to Roseville City Personnel Rules Section 3.11.030(C). At the completion of the additional training period, the apprentice will be given another opportunity to pass the required tests. Upon again failing, the apprentice's performance may be reviewed by management for purposes of reassignment, demotion, termination or other action authorized by the Personnel Rules of the City of Roseville.

F. Review and Evaluation.

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

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

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

## **Article XI. UNION ORIENTATION**

The City shall provide thirty minutes for the union's business representative to attend new hire orientation to meet with all new IBEW 1245 bargaining unit employees for the purpose of explaining union contract orientation and enrollment. The City will endeavor to give IBEW one week notice of new hire orientations that include IBEW employees.

City agrees to meet with IBEW during the term of the MOU to further explore alternate release time procedures.

## **ARTICLE XI. TRAINING COMMITTEE**

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

## **ARTICLE XII. EDUCATIONAL REIMBURSEMENT**

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

#### **ARTICLE XIV. ALCOHOL AND DRUG POLICY**

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

In addition to the above-mentioned policy, all employees will be required to notify the City in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.


#### **ARTICLE XV. UNFAIR LABOR PRACTICE CHARGE**


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

The terms and conditions of this Memorandum of Understanding are executed this 9<sup>TH</sup> day of January 2016 by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.


City:


  
\_\_\_\_\_  
Rob Jensen  
City Manager

  
\_\_\_\_\_  
Kristi Corral  
Team Member

  
\_\_\_\_\_  
Linda Hampton  
Team Member


  
\_\_\_\_\_  
Mike Bloom  
Team Member

  
\_\_\_\_\_  
Ken Glotzbach  
Team Member


  
\_\_\_\_\_  
Tom Pontes  
Team Member


  
\_\_\_\_\_  
Lindsay Collishaw  
Team Member

IBEW:


  
\_\_\_\_\_  
Ray Thomas  
Assistant Business Manager

  
\_\_\_\_\_  
Jennifer Gray  
Business Representative

  
\_\_\_\_\_  
Mike Barton  
Team Member

  
\_\_\_\_\_  
Jeff Beaubier  
Team Member

  
\_\_\_\_\_  
Brian Boyd  
Team Member

  
\_\_\_\_\_  
James Bell  
Team Member

  
\_\_\_\_\_  
Gary Kidder  
Team Member

  
\_\_\_\_\_  
Tom Dalzell  
Business Manager

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**6/23/2016**

Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

## **APPENDIX "A" "A2" IBEW CLASSES**

150 ELECTRIC APPRENTICE LINE TECH  
2328 ELECTRIC DRAFTING TECH I  
2330 ELECTRIC DRAFTING TECH II  
2340 ELECTRIC ENGINEERING TECH I  
2345 ELECTRIC ENGINEERING TECH II  
2285 ELECTRIC LINE TECH  
2286 ELECTRIC LINE TROUBLESHOOTER  
2210 ELECTRIC MATERIALS TECH I  
2212 ELECTRIC MATERIALS TECH II  
2421 ELECTRIC PRE-APPRENTICE  
2254 ELECTRIC PREV DATA SYSTEM TECH  
2350 ELECTRIC SYSTEM DISPATCHER  
2359 ELECTRIC TECHNOLOGY SYSTS TECH  
2360 ELECTRIC UTILITY TECHNICIAN I  
2362 ELECTRIC UTILITY TECHNICIAN II  
2380 ELECTRONICS TECHNICIAN I  
2385 ELECTRONICS TECHNICIAN II  
3608 INSTRUMENT & CONTROL TECH  
4520 MATERIALS TECHNICIAN  
5319 PLANT & EQUIPMENT MAINT WOR II  
5316 PLANT & EQUIPMENT MAINT WORK I  
5327 PLANT & EQUIPMENT MECHANIC I  
5328 PLANT & EQUIPMENT MECHANIC II  
5401 PREDICTIVE MAINTENANCE TECH I  
5402 PREDICTIVE MAINTENANCE TECH II  
5500 PREVENTATIVE MAINT TECH I  
5502 PREVENTATIVE MAINT TECH II  
5533 PREVENTATIVE MAINTENANCE COORD  
5595 PWR ENGINEER I  
5596 PWR ENGINEER II  
5590 PWR PLANT ENGINEER I  
5591 PWR PLANT ENGINEER II  
5526 PWR PLNT MECHANIC  
5522 PWR PLNT OPERATOR TECH I  
5523 PWR PLNT OPERATOR TECH II  
7020 SCADA SYSTEM TECHNICIAN  
7118 SR ELECTRIC LINE TECHNICIAN  
7169 SR ELECTRIC MATERIALS TECH

7124 SR ELECTRIC METERING TECH  
7126 SR ELECTRIC SUBSTATION TECH  
7168 SR ELECTRIC SYSTEM DISPATCHER  
7170 SR ELECTRONIC TECHNICIAN  
7205 SR PLANT & EQUIPMENT MECHANIC  
7152 SR POWER PLANT OPERATOR/TECH  
7284 SR PREVENTATIVE MAINT TECH  
7204 SR WATER DISTRIBUTION WORKER  
7202 SR WSTWTR UTILITY MAINT WKR  
2375 TRAFFIC SIGNAL MAINT WKR I  
2376 TRAFFIC SIGNAL MAINT WKR II  
9078 WATER CONSERVATION SPECIALIST  
9049 WATER CONSERVATION WORKER I  
9051 WATER CONSERVATION WORKER II  
9246 WATER DISTRIBUTION WORKER I  
9248 WATER DISTRIBUTION WORKER II  
9027 WSTWTR UTILITY MAINT WKR I  
9029 WSTWTR UTILITY MAINT WKR II

## APPENDIX “B” TWELVE HOUR SHIFT- SPECIFIC PROVISIONS

In addition to the applicable sections of the MOU, the following shall govern twelve (12) hour shift personnel:

1. Shift work. “Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage, on a seven (7) day per week basis, including holidays.”
2. Lunch and breaks. Lunch Periods: All personnel assigned to twelve (12) hour shifts receive a thirty (30) minute paid lunch. Employees assigned to this shift will not be allowed to leave the work premises and may be required to report to their work station during their meal break.
3. Relief Operator– Overtime – Relief employees will be utilized within the 12-hour shift schedule only when relieving for the Operators on shift. When not relieving, they will work five (5) eight-hour shifts. Overtime will be calculated in accordance with the existing MOU (over 8 and over 40).
4. Paid Leave. A shift work employee who does not work for an entire regularly scheduled shift, shall use paid leave (vacation, CTO, sick, etc.) to supplement the hours worked to provide up to twelve (12) hours of paid time for that day.
5. FLSA work period: For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek for all staff except 12-hour shift employees begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday. The City of Roseville reserves the right to change start times of each work week within a period as appropriate to the selected shift. [The City and IBEW agree that the Electric Utility Director and/or his/her designee will meet with IBEW’s principals for purposes of discussing twelve (12) hour shift schedules]
6. Overtime for twelve (12) hour shifts:

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

### EMPLOYEE WORK SCHEDULE

### OVERTIME

Twelve hours per day

Over twelve hours per day  
and forty hours per week

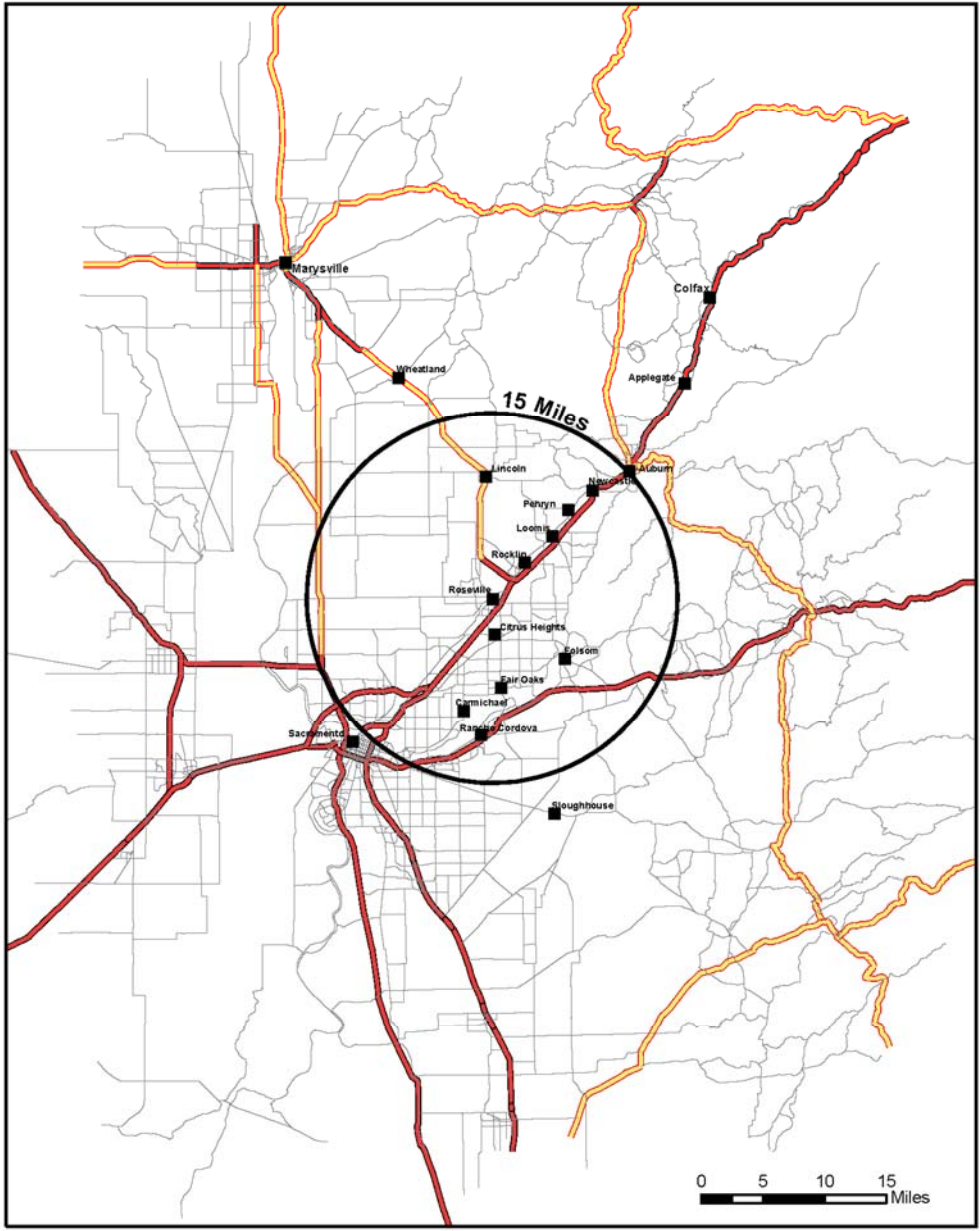
7. Holidays - Employees scheduled to a twelve (12) hour shifts shall receive one hundred ten (110) hours of holiday hours per year, in advance on January 1 of each year, earned in approximately nine (9) hour increments for each one (1) month of continuous employment. Employees must use a minimum of eight (8) hours of holiday with additional hours requested in one (1) hour increments up to twelve (12) hours.
  - a. In lieu of holiday time off, twelve (12) hour shift employees may elect to receive straight salary for up to one half (1/2) of earned and unused holiday credit within each calendar year. All holiday time to be converted to pay by an employee shall be in twelve (12) hour increments. Employees who are interested in cashing out their holiday hours must sell the holiday leave time by the last business day in January of the year the hours are earned.
  - b. All holiday time off is subject to advance approval of the department head.

- c. Holiday hours which are not used by December 31 of the year they are earned will be forfeited by the employee. [If employee is denied use of his/her holiday hours due to operational necessity then leave balances may be cashed out]
  - d. If an employee has taken more holidays in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final pay check.
8. General hours of work – Chapter 6. Article 1. Plant Operators/Technicians and Leadworkers may have week days off.
9. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein:
- a. Except for part time employees, eight (8) or twelve (12) hours (depending on assignment) shall constitute a day's work. Forty (40) hours shall constitute a workweek for employees. Employees will be subject to call twenty four (24) hours per day and shall respond to such calls unless unable to report for required work. Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage on a seven (7) day a week basis, including holidays.
  - b. All full time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. As a result of a shift change, an employee may not have two (2) consecutive days off in a given week. In case of emergency, and if the position must be continuously filled, an employee may be required to work on weekly days off.
  - c. The appointing authority of each department shall draw up a schedule of days off for all full time employees under the department's jurisdiction.
  - d. Change of Schedule: Employees involved in a mandatory change of schedule which involves a modification in an employee's starting time or days off will be given a minimum of ten (10) working days' notice. Relief shift personnel may have their schedule changes with little or no notice. Twelve (12) hour shift workers will be given a minimum of fourteen (14) calendar days notice.
  - e. The Department Head or his/her designated authority may waive the above-stated provisions in emergency situations as determined.
  - f. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours (twelve (12) hours of Power Plant staff), performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.
  - g. Employees who report for work or extend their shift for turnover transition must have prior supervisory approval and will be compensated for the actual time worked.



**APPENDIX "X" MAP**

**Take Home Vehicles  
Distance Map**





**APPENDIX “Y” DRUG AND ALCOHOL POLICY**