

Master Memorandum of Understanding

International Brotherhood of Electrical Workers, Local 1245



Term of Agreement:
April 27, 2019 – April 30, 2022

Table of Contents

CHAPTER 1. ADMINISTRATIVE	1
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
 CHAPTER 2. COMPENSATION.....	 3
ARTICLE I. SALARIES	3
ARTICLE II. OVERTIME	7
ARTICLE III. CALL BACK	8
ARTICLE IV. SERVICE TERM BONUS.....	9
ARTICLE V. PROMOTION	9
ARTICLE VI. STANDBY.....	9
ARTICLE VII. WORKING OUT OF CLASS (Refer to Personnel Rules Section 3.07.080)	10
 CHAPTER 3. LEAVES.....	 12
ARTICLE I. VACATION LEAVE	12
ARTICLE II. HOLIDAYS.....	13
ARTICLE III. SICK LEAVE	14
ARTICLE IV. CATASTROPHIC LEAVE.....	15
ARTICLE V. DISABILITY LEAVE	15
ARTICLE VI. MILITARY LEAVE	15
ARTICLE VII. JURY DUTY LEAVE.....	15
ARTICLE VIII. COMPENSATORY TIME	16
ARTICLE IX. PERSONAL LEAVE TIME.....	16
 CHAPTER 4. INSURANCE BENEFITS.....	 18
ARTICLE I. MEDICAL AND DENTAL BENEFITS	18
ARTICLE II. RETIREE HEALTH BENEFITS	19
ARTICLE III. LONG TERM DISABILITY	21
ARTICLE IV. LIFE INSURANCE.....	22
ARTICLE V. EMPLOYEE ASSISTANCE PROGRAM	22
 CHAPTER 5. RETIREMENT.....	 23
ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM	23
ARTICLE II. DEFERRED COMPENSATION.....	24
 CHAPTER 6. HOURS, SCHEDULES, MEALS	 25
ARTICLE I. GENERAL HOURS OF WORK	25
ARTICLE II. INCLEMENT WEATHER SCHEDULE	25
ARTICLE III. REST PERIODS	26
ARTICLE IV. SPECIAL DUTY ASSIGNMENTS	27
ARTICLE V. MEALS	27
 CHAPTER 7. MISCELLANEOUS ISSUES.....	 28
ARTICLE I. UNIFORMS AND SAFETY EQUIPMENT	28

ARTICLE II. UNION SECURITY AND MEMBERSHIP	30
ARTICLE III. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS	32
ARTICLE IV. CAUSES FOR DISCIPLINE	32
ARTICLE V. GRIEVANCES - GENERAL AND PROCEDURES	34
ARTICLE VI. MINIMUM SCORES AND COMPUTATIONS	34
ARTICLE VII. CITY MANAGEMENT RIGHTS.....	34
ARTICLE VIII. NON-DISCRIMINATION	36
ARTICLE IX. ADMINISTRATION OF APPRENTICESHIP PROGRAMS IN ELECTRIC UTILITY DEPARTMENT	36
ARTICLE X. UNION ORIENTATION	38
ARTICLE XI. EDUCATIONAL REIMBURSEMENT	38
ARTICLE XII. ALCOHOL AND DRUG POLICY	39
ARTICLE XIII. UNION RELEASE TIME REIMBURSEMENT	39
 APPENDIX “A” “A2” IBEW 1245 CLASSES	41
 APPENDIX “B” TWELVE HOUR SHIFT- SPECIFIC PROVISIONS	43
 APPENDIX “X” MAP	45
 APPENDIX “Y” DRUG AND ALCOHOL POLICY	46

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 April 27, 2019 and shall expire on April 30, 2022. 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. Labor Market Adjustments: Effective April 27, 2019, the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% or the Labor Market Adjustment listed below if the Labor Market Adjustment is greater than 2%:

Job Title	Salary Schedule B	Salary Schedule A
Electric Apprentice Line Technician	1.6663%	1.6663%
Electric Drafting Technician I	9.9869%	9.9869%
Electric Drafting Technician II	10.0000%	10.0000%
Electric Line Technician	1.6664%	1.6664%
Electric Line Troubleshooter	1.6665%	1.6665%
Electric Materials Technician I	7.7944%	7.7944%
Electric Materials Technician II	7.7943%	7.7943%
Electric Pre-Apprentice	1.6663%	1.6663%
Electric Preventive Data System Technician	7.8040%	7.8040%
Electric System Dispatcher	1.6662%	1.6662%
Electric Technology System Technician	10.0000%	10.0000%
Electric Utility Inspection Technician	1.6662%	1.6662%
Electric Utility Technician I	0.8026%	0.8026%
Electric Utility Technician II	0.7966%	0.7966%
Instrument and Control Technician	10.0000%	10.0000%
Materials Technician	4.7986%	4.7984%
Plant and Equipment Maintenance Worker I	5.1380%	5.1380%
Plant and Equipment Maintenance Worker II	4.7927%	4.7927%
Plant and Equipment Mechanic I	4.8001%	4.8001%
Plant and Equipment Mechanic II	4.8000%	4.8000%
Power Engineer I	3.6574%	3.6574%
Power Engineer II	3.6535%	3.6535%
Power Plant Engineer I	3.6574%	3.6574%
Power Plant Engineer II	3.6535%	3.6535%
Power Plant Mechanic	10.0000%	10.0000%
Power Plant Operator Technician I	7.3176%	7.3176%
Power Plant Operator Technician II	7.3165%	7.3165%
Senior Electric Line Technician	1.6662%	1.6662%
Senior Electric Materials Technician	7.7933%	7.7933%
Senior Electric Metering Technician	0.7966%	0.7966%
Senior Electric Substation Technician	0.7966%	0.7966%

Senior Electric System Dispatcher	1.6664%	1.6664%
Senior Plant and Equipment Mechanic	4.8098%	4.8098%
Senior Power Plant Operator Technician	7.3188%	7.3188%
Senior Wastewater Utility Maintenance Worker	1.0739%	1.0739%
Senior Water Distribution Worker	1.0739%	1.0739%
Traffic Signal Maintenance Worker I	1.3000%	1.3000%
Traffic Signal Maintenance Worker II	1.2999%	1.2999%
Wastewater Utility Maintenance Worker I	1.3000%	1.3000%
Wastewater Utility Maintenance Worker II	1.3000%	1.3000%
Water Conservation Specialist	1.0739%	1.0739%
Water Conservation Worker I	1.3000%	1.3000%
Water Conservation Worker II	1.3000%	1.3000%
Water Distribution Worker I	1.3000%	1.3000%
Water Distribution Worker II	1.3000%	1.3000%

2. **Labor Market Adjustments:** Effective the first full pay period in May 2020 and May 2021:

The parties agree to meet and confer over the Labor Market adjustment methodology. The meet and confer will include reviewing whether it is appropriate to use the same benchmark job classifications and agencies used in the 2018 Total Compensation Study. Because the parties intend to have February 1, 2020 as the effective date of the Total Compensation Study survey for the first pay period in May 2020 Labor Market adjustments, the parties agree to complete the meet and confer no later than November 1, 2019. Market survey data will be reviewed by the parties on or before March 1, 2020 with an effective date of the first full pay period in May 2020 for market increases.

The Total Compensation Study shall be based on the same salary and benefit elements and methodology used in the 2018 Total Compensation Study for each classification, which include:

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

a. 2020 Labor Market Adjustments

After the meet and confer is completed, the Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW 1245 for comments and to review for accuracy no later than March 1, 2020. IBEW 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2020. Salary increases, if applicable, for the surveyed classifications that are behind market median, and their related internal relationships, will be implemented in the first pay period in May 2020 for Salary Schedule B and Salary Schedule A.

b. 2021 Labor Market Adjustments

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW 1245 for comments and to review for accuracy no later than March 1, 2021 for the 2021 Labor Market Adjustments. IBEW will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2021. Salary increases, if applicable, for the surveyed classifications that are behind market median, and their related internal relationships, will be implemented in the first pay period in May 2021 for Salary Schedule B and Salary Schedule A.

3. Annual Merit Step Increases

- A. Effective January 9, 2016, all employees hired before January 1, 2016 will remain on salary schedule (A) for all listed classifications in the bargaining unit. All such employees will continue on this salary schedule when promoted or transferred to other classifications within the bargaining unit.
- B. Effective January 9, 2016, salary schedule (B) 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. Management staff will designate the number of employees who need to maintain a DOT Tanker Endorsement based on operational needs. The designated employees who possess

the required DOT Tanker Endorsement will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.

5. Management staff will designate the number of employees who need to possess a USA Locates certification based on operational needs. The designated employees who possess the required USA Locates certification will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.
6. Represented employees in the Environmental Utilities Department will have the ability to earn a maximum of five percent (5%) in certification pay. Management staff in the Environmental Utilities Department will designate an appropriate number of staff from Water Distribution and an appropriate number of staff from Wastewater Collection to maintain their Class A driver's license and operate Class A vehicles/equipment as needed based on the business needs of the City. 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:

	Water Distribution	%	Wastewater Collection	%
Senior	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%		
Worker I and II	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%		

	<u>Water Efficiency</u>	<u>%</u>
<u>Water Conservation Worker II</u>	<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>
<u>Water Conservation Worker I</u>	<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>
<u>Water Conservation Specialist</u>	<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. Regular employees working outside of their regularly scheduled shift in the Department shall be compensated at double the employee's base hourly rate when working between the hours of 8:00 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. A non-shift employee shall be compensated at double the employee's base hourly rate when working on a scheduled holiday. A shift employee who works on a holiday shall be compensated in accordance with Subsection D.
- H. An employee responding to a call for assistance from an outside agency (Mutual Aid Agreement) shall be compensated at double the employee's base hourly rate.
- I. Compensatory Time Off (CTO): Maximum accumulation of compensatory time shall be reduced as follows:
 - a. Effective January 1, 2020, the maximum accumulation of CTO shall be one hundred sixty (160) hours;
 - b. Employees with CTO balances above the maximum cap on January 1, 2020 shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap identified above that respective year.

ARTICLE III. CALL BACK

- A. All call backs 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 following provisions and EOP 2.0 City Standby Policy apply to 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 Accrual	Days/Year Equivalent	Max.Hrs. Accrual
New employee to completion of 4th year	3.693 hr.	12 days	240
Start of 5th year to completion of 9th year	4.307 hr.	14 days	280
Start of 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. November 11 (Veteran's Day).
 8. The day in November appointed by the President of the United States as Thanksgiving Day.
 9. The day immediately following Thanksgiving Day.
 10. December 25 (Christmas).
 11. Sixteen (16) 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

- A. Refer to Section 3.12.070 of the Personnel Rules, section A – I, which will be modified to pay out sick leave upon retirement and exclude separations.

- B. Payment for Unused Sick Leave Upon Retirement:

Payment for unused sick leave is authorized by the City as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job.

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

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

3. In the event of a job-related death, the beneficiary of the employee, as shown on the records of the Public Employees' Retirement System, shall be paid for those sick leave and vacation days for which the employee would have been paid had employment terminated on the date of death.
4. Any sick leave balances remaining after payment shall be converted to PERS service credit.

ARTICLE IV. CATASTROPHIC LEAVE

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

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, in accordance with Chapter 2, Article II.
- C. 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

Each full-time regular employee who is eligible for Personal Leave time (PLT) shall be provided a bank of forty-five (45) hours of PLT on January 1st of each calendar year.

A. Eligibility:

1. Initial Six Months of Employment

a. Personal leave time shall not accrue during the initial six months of employment in the bargaining unit and as such, employees who separate service prior to the completion of the initial six months of employment shall be ineligible to receive a PLT payoff.

b. Upon completion of the initial six months of employment, employees shall receive 22.5 hours of PLT for use in accordance with Section B. For the remainder of the respective calendar year, the PLT bank shall be prorated at the accrual rate of 0.8654 hours per week.

2. Annual Leave Bank

a. Employees who have completed the eligibility requirements in Sections A, subdivisions 1(a) and 1(b) above shall be provided a bank of forty-five (45) hours of PLT on January 1st of each calendar year. Part-time employees shall receive a pro-rated bank.

B. Usage:

Use of PLT time shall be subject to the following:

1. PLT may be used by employees for time off on an hour-for-hour basis until the employee has exhausted the bank.
 - a. 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.
2. 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.
3. 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.
4. Employees who terminate after six months of initial employment with the City or leave the bargaining unit shall be cashed out at the rate of 0.8654 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 0.86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. For example, if an employee terminates employment on March 31, the employee shall receive payment for thirteen (13) weeks of PLT, or 11.2502 hours of PLT time. Part-time employees will be receive a pro-rated cash out of their bank.

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 1245 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. The City provides 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 \$1,347 per month (less the direct PEMHCA payment provided in paragraph B).
3. The City provides a flex plan credit of \$168.00 per month to be used by active employees for any benefit covered under the Cafeteria Plan. Effective December 1, 2019, the City will increase the flex plan credit to \$198. Effective December 1, 2020, the City will increase the flex plan credit to \$228. Effective December 1, 2021, the City will increase the flex plan credit to \$258.

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.

4. 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.
- F. The City agrees to provide a vision benefit. Details of the City's vision benefit are described in the evidence of coverage document. The City reserves the right to select any vision carrier. Open enrollment will be as described in the evidence of coverage document.
- G. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

ARTICLE 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 1245

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: PEPPA 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 1245 agree that the Electric Utility Director and/or his/her designee will meet with IBEW 1245'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 five (5) 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 seven (7) 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 a nine (9) 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. The \$250 may include maintenance and repair costs of the safety boot/shoe including but not limited to: shoe laces, toe guards and insoles and shall not exceed the \$250 annual cost. 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. The \$400 may include maintenance and repair costs of the safety boot/shoe including but not limited to: shoe laces, toe guards and insoles and shall not exceed the \$400 annual cost. 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-OSHA 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. UNION SECURITY AND MEMBERSHIP

- A. The Union is the sole and exclusive representative for all the employees covered by this agreement without regard to membership in the Union, with respect to all matters relating to hours, rates, terms and conditions of employment, and all other negotiable items.
- B. Employees may authorize membership dues and other lawful deductions to be made from their salaries, wages, or retirement allowances for the payment of dues in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Union dues deductions from employee paychecks. Such authorized deductions shall be remitted monthly to the Union along with an adequate itemized record of deductions. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization. To the extent required by law, the City will rely on information provided by the Union in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Union that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.

- C. Upon receiving notification from the Union, the City shall deduct the amount of regular and periodic Union dues, service fees, or insurance premiums as may be specified by the Union under the authority of written notification by the Union certifying that the employee has provided written affirmed consent for deduction of union membership dues or fair share service fees. Such authorized deductions shall be remitted monthly to the Union along with an adequate itemized record of deductions.
- D. The Union shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under this Article, including, but not limited to, any claims made by any member employees for the membership dues deductions the City made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the City made in reliance on the information provided by the Union, provided that the City promptly notify the Union of any such matter for which it is seeking indemnification after the City has knowledge of the occurrence of such matter.

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

- E. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the membership dues deductions or any other deductions. When an employee is in a non-pay status for the full pay period when his/her deductions would normally be withheld, no deductions will be made to cover that withholding from the earnings. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- F. The City shall furnish the Union, on a monthly basis, the name, date of hire, salary, classification and work location of all newly-hired employees subject to this Agreement. The City agrees to provide the Union on a monthly basis a payroll dues deduction report.

ARTICLE III. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS

Pursuant to City Personnel Rules Section 3.05.110 and Chapter 3.06, Appointments.

ARTICLE IV. 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 V. GRIEVANCES - GENERAL AND PROCEDURES

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

- 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 VI. MINIMUM SCORES AND COMPUTATIONS

Pursuant to City Personnel Rules Section 3.05.070.

ARTICLE VII. 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 VIII. 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 IX. 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 Apprentice 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 and will be formalized in the Apprentice Training Program specific to each 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 as outlined in the City of Roseville Apprentice Line Technician Training Program.

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, creed, color, national origin or ancestry, physical or mental disability, medical condition, denial of family and medical care leave, gender, gender identity and gender expression, sex, sexual orientation, marital status, age, or religious affiliation, military and veteran status, genetic information, and all other applicable state and federal statutes relating to discrimination.

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 and outlined in the City of Roseville Apprentice Line Technician Training Program dated 08/2016.

F. Review and Evaluation.

The Electric Utility Director shall appoint staff who shall review and evaluate the progress of each Apprentice during the program. Employees in the Apprentice classification shall receive a performance report for each six months of training. The completed performance review will be administered through the normal City process.

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 approximately eighty (80) 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.

H. Salary Step Increases.

Employees are eligible for a salary merit increase based on successful (70%) completion of the required testing for each step as outlined in the City of Roseville Apprentice Line Technician Training Program.

I. Probationary Period.

Employees in the Apprentice classification remain on a probationary status that is in effect throughout their entire Apprenticeship Program, which shall not exceed forty two (42) months. In any case where the Apprentice fails to adhere to standards outlined in the Apprentice Line Technician Program, the employee will be rejected on probation and removed from the program. The City retains its sole discretion to determine whether an Apprentice completes probation.

The Union and City acknowledge and agree that the length of the probationary period under this Apprenticeship Program reflects the unique nature and required training and evaluation time for the classifications contemplated herein. As described in Roseville

Municipal Code, Section 3.06.130, the probationary period is an intrinsic part and extension of the employee selection process during which the employee shall be considered in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train and evaluate the employee's effective adjustment to work tasks, conduct, observance of rules, attendance and job responsibilities, and to provide for the release of any probationary employee whose performance does not meet required standards of job progress or adaptation.

J. Reinstatement Rights.

Employees rejected on probation within the first year of the Apprenticeship Program shall be reinstated to the classification from which the employee was promoted if the employee held regular status in the lower level position with the exception of those employees promoted from the Electric Pre-Apprentice position.

Employees who were promoted from an Electric Pre-Apprentice position to the Apprentice position or employees who were rejected on probation from the Apprenticeship program in year two or three will be considered to be released from City service without cause at the sole discretion of the City and do not have reinstatement rights to a previously held position within the City. Such release shall not be subject to any appeal. Written notification of release shall be provided to the probationer, and a copy filed with the Human Resources Director or a designee thereof. As negotiated between the Union and City, the provisions of this Amendment #1 to the parties' Memorandum of Understanding control, notwithstanding any other language contained in the City's Personnel Rules, including, but not limited to, Roseville Municipal Code, Title 3, Sections 3.06.140, 3.06.170, and 3.06.180.

K. Demotion.

Employees wishing to voluntarily withdraw from the Apprenticeship Program may request a voluntary demotion pursuant to City's Personnel Rules, Roseville Municipal Code, Title 3, Section 3.07.040.

ARTICLE X. 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 provide IBEW 1245 one week notice of new hire orientations that include IBEW 1245 employees.

City agrees to meet with IBEW 1245 during the term of the MOU to further explore alternate release time procedures.

ARTICLE XI. 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 XII. ALCOHOL AND DRUG POLICY

The City and IBEW 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 XIII. UNION RELEASE TIME REIMBURSEMENT

At the written request of the Union and upon approval by the applicable department head, designated union stewards may be granted up to four (4) days off per calendar year per steward of reimbursable leave time off to perform union business. Employees shall elect to utilize their accumulated leave time off bank, excluding sick leave, to receive their full regular base wages for the duration of the union leave time off. The leave time off is subject to approval by the employee's supervisor and shall not disrupt operations. The union may request to utilize an additional allotment of a total of 18 hours of reimbursable release time per calendar year for a steward(s) to attend union training sessions. The additional 18 hours may be designated for use to one steward or spread among multiple stewards.

Subsequently, upon written verification from the Union of the amount of time off taken by the employee for union business, the City shall invoice the Union for the total compensation cost of the employee's time off. Within thirty (30) calendar days of receiving the reimbursement payment from the Union for the employee's time off, the City shall reinstate all hours of accumulated leave used for union business to the employee's respective leave bank. While on union release time, the employee shall not be considered to be on City time and accordingly the City shall not incur any liability, including but not limited to workers' compensation and tort liability, arising out of the employee's performance of union business. The Union shall indemnify and hold harmless the City, its officers, agents, employees, and volunteers, individually and collectively, from and against any and all claims, cost, suits, losses, demands, actions, judgments, damages, fees, liabilities, and proceeding of any nature whatsoever arising of, or related to, its adherence to this Article.

The terms and conditions of this Memorandum of Understanding are executed this May 1, 2019 by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

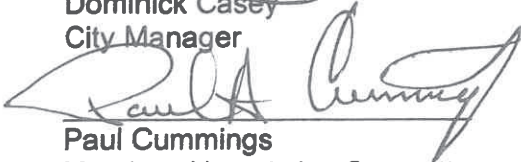
City:



Timothy L. Davis
City Chief Negotiator



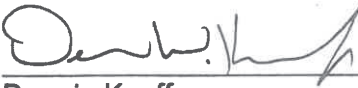
Dominick Casey
City Manager



Paul Cummings
Member, Negotiation Committee



Jason Grace
Member, Negotiation Committee



Dennis Kauffman
Member, Negotiation Committee



Tom Pontes
Member, Negotiation Committee



Bryan Buchanan
Member, Negotiation Committee



Todd White
Member, Negotiation Committee



Susan Schinnerer
Member, Negotiation Committee

IBEW:



Charley Souders
IBEW Chief Negotiator



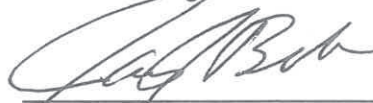
Tom Dalzell
IBEW Business Manager



Mike Barton
Member, Negotiation Committee



Tim Abbott
Member, Negotiation Committee



James Bell
Member, Negotiation Committee



Gary Kidder
Member, Negotiation Committee



Shawn Murphy
Member, Negotiation Committee

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

5/7/2020

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

APPENDIX “A” “A2” IBEW 1245 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 1245 agree that the Electric Utility Director and/or his/her designee will meet with IBEW 1245’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

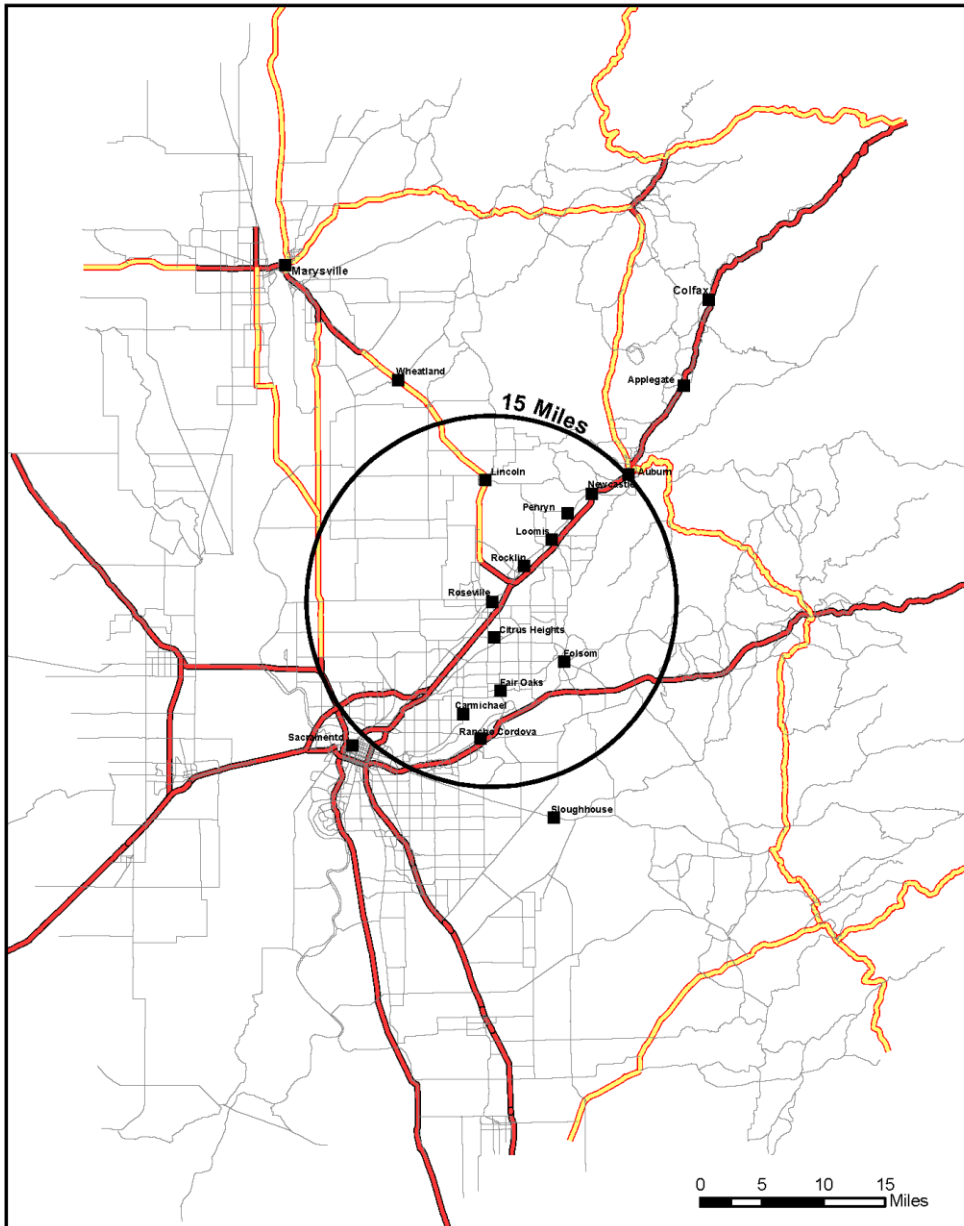
Over twelve hours per day
and forty hours per week

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