

Master Memorandum of Understanding

International Union of Operating Engineers
Stationary Engineers, Local 39



Term of Agreement:

January 1, 2024 – December 31, 2027



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

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding (MOU) relates to issues within the scope of representation existing between the CITY OF ROSEVILLE, CALIFORNIA (City), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS, LOCAL NO. 39 (Local 39 or Union), and those employees occupying the classes listed in Appendix "A" attached hereto and incorporated herein by this reference.

ARTICLE II. STATE LAW COMPLIANCE

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

ARTICLE III. LENGTH OF AGREEMENT

This MOU shall be effective January 1, 2024, and shall expire December 31, 2027. Should either party desire to commence the Meet and Confer process for the next subsequent MOU, they shall notify the other in writing no earlier than one hundred and twenty (120) days prior to the expiration date of this MOU, and the Meet and Confer process shall begin no later than ninety (90) days prior to the expiration date of this Agreement.

ARTICLE IV. SEVERABILITY OF MEMORANDUM

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

ARTICLE V. MEMORANDUM OF UNDERSTANDING APPROVAL

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

ARTICLE VI. DEFINITION OF TERMS

3.00.200 Classified service.

"Classified service" (syn. "competitive service") means all positions in the City exclusive of: elected positions; board, committee and commission members; persons engaged under contract; temporary positions; the city manager, assistant city managers, the city attorney, all attorneys employed in the office of the city attorney and all department head positions; all persons holding an assistant department head position who were hired or promoted to that position after March 5, 2014; emergency employees hired to meet immediate requirements of an emergency condition; employees hired for a temporary, seasonal or special purpose, employed in a professional or scientific capacity to conduct an inquiry, investigation, examination or project; volunteer and reserve personnel; and those specifically designated by the Council or these rules to be exempted from classified service.

3.00.330 (A) Regular Employee.

A. "Regular employee" means a classified service employee who has successfully completed the prescribed probationary period and has been retained as provided in these rules.

1. A regular full-time employee is an employee who provides full-time services to the city in a non-temporary capacity and who is compensated at full pay and benefits for the assigned position.
2. A modified schedule employee is a regular employee who provides less than full-time service to the city and who is compensated proportionally to the amount of service provided to the city.

CHAPTER 2. SALARIES

ARTICLE I. SALARIES

A. Labor Market Adjustments

Effective the first full pay period after Council approval of the MOU, the base hourly rate for each classification listed below will be increased by the percentage Labor Market Adjustment listed below:

Class Title	Salary Schedule B % Change	Salary Schedule A % Change
Accountant I	3.23%	3.23%
Accountant II	3.23%	3.23%
Administrative Supervisor	2.0%	2.0%
Administrative Technician	2.0%	2.0%
Aquatics Maintenance Technician	5.19%	5.19%
Arborist Technician	5.19%	5.19%
Assistant Child Care Site Coordinator	3.76%	3.76%
Assistant Engineer	3.57%	3.57%
Assistant Planner	4.01%	4.01%
Associate Engineer	3.57%	3.57%
Associate Engineer (PE)	3.57%	3.57%
Associate Planner	4.01%	4.01%
Building Inspector I	4.69%	4.69%
Building Inspector II	4.69%	4.69%
Building Maintenance Aide	3.35%	3.35%
Building Maintenance Worker I	3.35%	3.35%
Building Maintenance Worker II	3.35%	3.35%
Building Plans Examiner I	2.71%	2.71%
Building Plans Examiner II	2.71%	2.71%
Business Systems Analyst I	2.0%	2.0%
Business Systems Analyst II	2.0%	2.0%
Buyer I	3.28%	3.28%
Buyer II	3.28%	3.28%
Child Care Site Coordinator	3.76%	3.76%
City Clerk Technician I	2.0%	2.0%
City Clerk Technician II	2.0%	2.0%
Code Enforcement Inspector I	2.64%	2.64%
Code Enforcement Inspector II	2.64%	2.64%
Community Relations Analyst	2.0%	2.0%
Construction Inspection Supervisor	3.90%	3.90%

Construction Inspector I	3.90%	3.90%
Construction Inspector II	3.90%	3.90%
Courier	4.15%	2.0%
Custodian	2.76%	2.76%
Data Management Specialist I	2.0%	2.0%
Data Management Specialist II	2.0%	2.0%
Database Analyst I	2.0%	2.0%
Database Analyst II	2.0%	2.0%
Deputy City Clerk I	4.15%	4.15%
Deputy City Clerk II	4.15%	4.15%
Development Services Business Analyst I	2.0%	2.0%
Development Services Business Analyst II	2.0%	2.0%
Development Technician I	4.84%	4.84%
Development Technician II	4.84%	4.84%
Digital Content Analyst	2.0%	2.0%
Energy Program Technician	2.0%	2.0%
Engineering Technician I	9.29%	9.29%
Engineering Technician II	9.29%	9.29%
Environmental Compliance Specialist I	7.30%	7.30%
Environmental Compliance Specialist II	7.30%	7.30%
Equipment Serviceworker	2.14%	2.14%
ERP Business Analyst I	3.23%	3.23%
ERP Business Analyst II	3.23%	3.23%
Finance Clerk I	5.69%	5.69%
Finance Clerk II	5.69%	5.69%
Finance Technician I	2.97%	2.97%
Finance Technician II	2.97%	2.97%
Fleet Management Technician	2.14%	2.14%
Fleet Services Part Buyer	2.14%	2.14%
GIS Analyst I	2.0%	2.0%
GIS Analyst II	2.0%	2.0%
GIS Technician I	9.29%	9.29%
GIS Technician II	9.29%	9.29%
Graphic Designer	2.0%	2.0%
Housing Analyst I	2.0%	2.0%
Housing Analyst II	2.0%	2.0%
Housing Technician I	2.0%	2.0%
Housing Technician II	2.0%	2.0%
Industrial Waste Analyst	10.00%	10.00%
Industrial Waste Technician	10.00%	10.00%
Information Technology Analyst I	2.0%	2.0%
Information Technology Analyst II	2.0%	2.0%

Information Technology Technician I	2.60%	2.60%
Information Technology Technician II	2.60%	2.60%
Interpretive Services Specialist I	3.76%	3.76%
Interpretive Services Specialist II	3.76%	3.76%
Irrigation Technician	5.19%	5.19%
Junior Engineer	3.56%	3.56%
Laboratory Analyst I	10.0%	10.0%
Laboratory Analyst II	10.0%	10.0%
Laboratory Technician II	5.89%	5.89%
Laboratory Technician I	5.90%	5.90%
Librarian I	4.29%	4.29%
Librarian II	4.29%	4.29%
Library Assistant I	2.0%	2.0%
Library Assistant II	2.0%	2.0%
Library Technician	3.41%	3.41%
Marketing and Communication Analyst I	2.0%	2.0%
Marketing and Communication Analyst II	2.0%	2.0%
Mechanic I	2.14%	2.14%
Mechanic II	2.14%	2.14%
Meter Reader	5.19%	5.19%
Meter Service Worker	5.19%	5.19%
Museum Assistant	4.15%	4.15%
Natural Resource Specialist I	5.19%	5.19%
Natural Resource Specialist II	5.19%	5.19%
Natural Resources Worker I	5.19%	5.19%
Natural Resources Worker II	5.19%	5.19%
Office Assistant I	4.15%	4.15%
Office Assistant II	4.15%	4.15%
Organics Truck Driver	8.93%	8.93%
Parks Maintenance Worker I	5.19%	5.19%
Parks Maintenance Worker II	5.19%	5.19%
Parks Project Technician	5.19%	5.19%
Parks Recreation and Libraries Technician	4.84%	4.84%
Parks, Recreation & Libraries Coordinator I	3.76%	3.76%
Parks, Recreation & Libraries Coordinator II	3.76%	3.76%
Passport/Livescan Agent	4.15%	4.15%
Permit Technician I	4.84%	4.84%
Permit Technician II	4.84%	4.84%
Project Coordinator	3.90%	3.90%
Recreation Leader	4.15%	4.15%
Recycling and Organics Coordinator	7.30%	7.30%
Refuse Maintenance Worker I	3.98%	3.98%

Refuse Maintenance Worker II	3.98%	3.98%
Refuse Truck Driver I	8.93%	8.93%
Refuse Truck Driver II	8.93%	8.93%
Security Analyst I	2.0%	2.0%
Security Analyst II	2.0%	2.0%
Security Architect	2.0%	2.0%
Senior Accountant	3.23%	3.23%
Senior Building Inspector	4.69%	4.69%
Senior Building Maintenance Worker	3.35%	3.35%
Senior Building Plans Examiner	2.71%	2.71%
Senior Buyer	3.28%	3.28%
Senior Code Enforcement Inspector	2.0%	2.0%
Senior Construction Inspector	3.90%	3.90%
Senior Custodian	2.76%	2.76%
Senior Engineering Technician	9.29%	9.29%
Senior Finance Clerk	5.69%	5.69%
Senior Finance Technician	2.97%	2.97%
Senior Housing Technician	2.0%	2.0%
Senior Information Technology Technician	2.60%	2.60%
Senior Interpretive Services Specialist	3.77%	3.77%
Senior Laboratory Analyst	10.00%	10.00%
Senior Mechanic	2.14%	2.14%
Senior Meter Service Worker	5.19%	5.19%
Senior Natural Resources Worker	5.19%	5.19%
Senior Parks Maintenance Worker	5.19%	5.19%
Senior Permit Technician	4.84%	4.84%
Senior Refuse Truck Driver	8.93%	8.93%
Senior Solid Waste Billing Technician	2.97%	2.97%
Senior Street Maintenance Worker	3.75%	3.75%
Senior Tree Trimmer	5.19%	5.19%
Senior Utility Billing Customer Service Field Representative	5.91%	5.91%
Senior Utility Customer Service Specialist	5.91%	5.91%
Senior Warehouse Worker	2.0%	2.0%
Solid Waste Billing Technician	2.97%	2.97%
Street Maintenance Worker I	3.75%	3.75%
Street Maintenance Worker II	3.75%	3.75%
Street Sweeper Operator	3.75%	3.75%
Systems Architect	2.0%	2.0%
Transportation Grants Analyst	2.0%	2.0%
Transportation Technician I	2.0%	2.0%
Transportation Technician II	2.0%	2.0%

Tree Trimmer I	5.19%	5.19%
Tree Trimmer II	5.19%	5.19%
Turf and Sports Field Technician	5.19%	5.19%
Utility Billing Analyst I	3.23%	3.23%
Utility Billing Analyst II	3.23%	3.23%
Utility Billing Customer Service Field Representative I	5.91%	5.91%
Utility Billing Customer Service Field Representative II	5.91%	5.91%
Utility Customer Service Representative I	5.91%	5.91%
Utility Customer Service Representative II	5.91%	5.91%
Utility Customer Service Specialist I	5.91%	5.91%
Utility Customer Service Specialist II	5.91%	5.91%
Vehicle Maintenance Servicewriter	2.14%	2.14%
Video and Multimedia Technician	2.0%	2.0%
Warehouse Worker I	2.0%	2.0%
Warehouse Worker II	2.0%	2.0%
Waste Services Clerk I	5.69%	5.69%
Waste Services Clerk II	5.69%	5.69%
Waste Services Field Enforcement Inspector	2.64%	2.64%
Wastewater Treatment Plant Operator Grade I	10.00%	10.00%
Wastewater Treatment Plant Operator Grade II	10.00%	10.00%
Wastewater Treatment Plant Operator Grade III 24Hr	5.60%	5.60%
Wastewater Treatment Plant Operator Grade III 8Hr	5.60%	5.60%
Wastewater Treatment Plant Operator Grade IV	5.60%	5.60%
Water Quality Technician	5.89%	5.89%
Water Treatment Plant Operator Grade I 24Hr	10.00%	10.00%
Water Treatment Plant Operator Grade II 24Hr	10.00%	10.00%
Water Treatment Plant Operator Grade I 8Hr	10.00%	10.00%
Water Treatment Plant Operator Grade II 8Hr	10.00%	10.00%
Water Treatment Plant Operator Grade III 24Hr	5.60%	5.60%
Water Treatment Plant Operator Grade III 8Hr	5.60%	5.60%
Youth Development Program Coordinator	3.76%	3.76%

B. General Wage Increase

Effective the first full pay period in January 2025, all employees assigned to the classifications listed in Appendix “A” shall receive a base salary increase of two and a half percent (2.5%).

C. Labor Market Adjustments

Effective the first full pay period in January 2026, the base hourly rate for each classification will be increased by the percentage below the 55th Percentile of the total compensation market, up to a ten percent (10%) cap.

The parties agree to use the survey agencies agreed upon for the 2023 Labor Market study. The effective date of the Total Compensation Study survey data is July 1, 2025.

The Total Compensation Study will be based on the same methodology used in the 2023 Total Compensation Study for each classification, and the agreed upon salary and benefit elements, which include:

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

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 Local 39 for comments and to review for accuracy no later than October 10, 2025. The Local 39 will provide any comments regarding the accuracy of the Total Compensation Survey no later than October 24, 2025. The City will provide a base salary increase for each classification by the percentage it falls below the 55th Percentile of the total compensation market on Salary Schedule B and Salary Schedule A or the base hourly rate for all classifications listed in Appendix "A" will be increased by two percent (2%), whichever is greater.

D. General Wage Increase

Effective the first full pay period in January 2027, all employees assigned to the classifications listed in Appendix "A" shall receive a base salary increase of three percent (3%).

E. Salary Schedule B Salary Ranges: Reduce from 15 steps to 12 steps

Effective January 1, 2022, the Schedule B salary ranges will be reduced from 15 steps to 12 steps, using the same top and bottom salary steps, establishing 3 percent between salary steps, except for the difference between salary step A to B.

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

- G. Effective February 6, 2016, salary schedule (B) will apply to new hires for all classifications 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.
- H. Management staff in the Parks, Recreation & Libraries Department will designate in writing three (3) Parks Maintenance Worker I/II and/or Senior Parks Maintenance Workers approved in writing by the department head to maintain their commercial driver's license and operate commercial vehicles/equipment as needed. The designated employees will be compensated at a rate of two and one-half percent (2.5%) of base salary higher than other parks maintenance staff.
- I. Management staff in Public Works Department Fleet Services will designate in writing one (1) Warehouse Worker approved in writing by the department head to maintain their commercial driver's license and operate commercial vehicles/equipment as needed. The designated employee will be compensated at a rate of two and one-half percent (2.5%) of base salary higher than other warehouse worker staff.
- J. A one and one-half percent (1.5%) of base salary differential will be paid to employees in the classification of Senior Parks Maintenance Worker and Park Maintenance Worker II who possess a Playground Safety Inspector or Certified Pesticide Applicator certification and have been designated in writing by the department head to perform duties related to the certification. The Senior Worker is only eligible for compensation for one (1) of these two (2) certificates depending on area of assignment.
- K. The City shall pay two and one-half percent (2.5%) of base salary certificate pay to employees in the classification of Natural Resources Technician who possess an Arborist Certification and who have been designated in writing by the department head to perform duties related to the certification.
- L. Management staff in the Parks, Recreation & Libraries Department will designate in writing a minimum of two (2) but not more than four (4) Parks Maintenance Worker I/II and/or Senior Parks Maintenance Workers to maintain a Certified Pool Operator Certificate. The designated employees will be compensated at a rate of two and one-half percent (2.5%) of base salary.
- M. Management staff in the Environmental Utilities Department will designate in writing a maximum of two (2) staff to maintain a crane certification. The designated employees will be compensated at a rate of two and one-half percent (2.5%) of base salary.
- N. Public Works Fleet Services Management staff will designate four (4.0) 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.
- O. Management staff in the Public Works Fleet Services will designate in writing Senior Mechanic, Mechanic and/or Equipment Service Workers to maintain a crane certification. The designated employees will be compensated at a rate of two and one-half percent (2.5%) of base salary.

- P. Management staff in the Public Works Fleet Services will designate in writing Senior Mechanic, Mechanic and/or Equipment Service Workers to maintain a Government Fleet Program Smog Check Inspector certification or Heavy-Duty Inspection and Maintenance (HDI/M). The designated employees will be compensated at a maximum rate of one percent (1%) of base salary.
- Q. Management staff in Development Services will designate in writing up to three (3) employees in the Building Inspector I/II, Senior Building Inspector, Building Plans Examiner I/II, and/or Senior Building Plans Examiner job classes who possess a CASp certification to be compensated at a rate of two and one half percent (2.5%) of base salary.
- R. Management staff in Development Services will designate in writing up to three (3) employees in the Building Inspector I/II, Senior Building Inspector, Building Plans Examiner I/II, and/or Senior Building Plans Examiner job classes who possess a Chief Building Official Certification to be compensated at a rate of two and one half percent (2.5%) of base salary.
- S. Management staff in Development Services will designate in writing up to four (4) employees in the Building Inspector I/II and/or Senior Building Inspector job classes who possess an International Code Council (ICC) Combination Inspector (C5) certification to be compensated at a rate of one and a half percent (1.5%) of base salary.
- T. Management staff in Development Services will designate in writing up to three (3) employees in the Building Plans Examiner I/II and/or Senior Building Plans Examiner job classes who possess a ICC Combination Plans Examiner (C3) certification to be compensated at a rate of one and a half percent (1.5%) of base salary.
- U. Management staff in Public Works will designate in writing up to two (2) employees in the class of Building Maintenance Worker I/II and/or Senior Building Maintenance Worker who are registered as a Certified Electrician with the State of California Division of Labor, Standards Enforcement Electrician Certification Unit to be compensated at a rate of two and a half percent (2.5%) of base salary.
- V. 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). At the discretion of the Department Head and upon certification by the Human Resources Department, employees may be compensated \$100.00 per month for other languages used including sign language during the course of employment. However, \$100 per month bilingual pay is the maximum amount an employee may receive no matter how many languages the employee is certified to speak.
- W. Streets Division Certified Pesticide Applicator Differential:
Effective February 6, 2016, employees in the classifications of Street Maintenance Worker II and Senior Street Maintenance Worker who have been designated in writing by the department head to perform duties related to the certification and who possess a Certified Pesticide Applicator certification shall be eligible for a one and one half percent (1.5%) of base salary differential.
- X. The City shall pay a two and one-half (2.5%) of base salary differential to employees in the classification of Refuse Truck Driver I or Refuse Truck Driver II, who possess and maintain a Class A commercial driver's license with applicable endorsements and operate

commercial vehicles/equipment as needed. A maximum of three employees may be designated in writing by the department head to receive the differential.

Y. Management staff will designate the number of employees who need to possess a USA Locator certification based on operational needs. The designated employees who possess the required USA Locator certification will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.

Z. Reopener Provision:

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

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

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

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

REGISTRATION PAY

A five percent (5%) differential will be paid to employees in engineering classifications who possess a California Professional Engineer Certificate (PE), where it is not a requirement of the classification.

CERTIFICATION PAY

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

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

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

ARTICLE II. SERVICE TERM BONUS

City will provide the following service term bonus:

1. Employees hired prior to February 6, 2016:

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

Such service term bonus shall be included in each eligible employee's biweekly payroll.

2. Effective February 17, 2007, for employees hired before February 6, 2016, the following certification pays will be calculated on longevity and reported to CalPERS as special compensation.

- Arborist Certification
- Certified Pool Operator Certification
- Commercial Driver's License Certification
- Crane Operator Certification
- Certified Pesticide Applicator Certification
- Playground Safety Certification
- Professional Engineers Certification

3. Employees hired on or after February 6, 2016, who receive a satisfactory or above annual performance review shall be eligible for an annual lump sum performance bonus as follows:

Service Term	Annual Bonus Amount
Beginning of 10th year to completion of 14th year	2.5% of employee's base salary
Beginning of 15th year and every year thereafter	5.0% of employee's base salary

The annual lump sum performance bonus shall be paid with the first full paycheck in January each year based upon the employee's base salary for the first full pay period in November of each year.

ARTICLE III. OVERTIME AND HOLIDAY WORK

(Refer to Personnel Rules Section 3.11.070)

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

Employee Work Schedule	Overtime
Eight hours per day, five days per week (5/8 plan)	Over forty hours per week Saturday - Friday
Ten hours per day, four days per week (4/10 plan)	Over forty hours per week Saturday - Friday
Flex 40 schedule	Over 40 hours per week Saturday-Friday
Twenty-four hours per shift (56 hour work week)	Over twenty-four hours per shift for shift extensions (see subsection "F")
A 9/80 schedule approved by the Department Head in writing	Over forty hours per FLSA week. The week varies based upon the employee's 9/80 schedule. Reference Personnel Rules and Regulations 3.12.010

- B. Overtime in excess of eight (8) minutes or more shall be compensable and shall be rounded to the nearest fifteen (15) minutes.
- 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) times the employee's base hourly rate except as noted in Subsection "E" of this section.
- E. Emergency (unscheduled) Overtime. Regular employees shall be compensated at double the employee's normal hourly rate when working overtime between the hours of 10:00 p.m. to 6:00 a.m. Overtime hours worked before or after the hours noted above will be paid in accordance with Subsection "D."

In the event that the City Council or the Governor declare a state of emergency, that affects the local community, employees will be compensated at a rate of one and one-half (1 ½) times the employee's base hourly rate for all overtime hours worked during the declared emergency period and directly arising out of the emergency. The City Manager will have the discretion to determine if an exception should be made to this provision to allow double time between the hours of 10:00 p.m. and 6:00 a.m. in the event of a declared state of emergency.

- F. Holidays, sick leave, compensatory time off, vacation leave, personal leave time, and floating holidays are considered time worked for the purposes of computing overtime.
- G. Workers' Compensation leave, leave without pay requested by the employee, suspension or disciplinary action are those occasions which are not to be considered as time worked for the purpose of computing overtime.
- H. No employee may be required to work overtime during any scheduled workweek in which that employee is on an unpaid status due to disciplinary action.
- I. Employees in the Water/Wastewater Treatment Plants who work a twenty-four (24) hour shift shall be compensated as follows for overtime worked:
 - 1. Emergency Overtime. Emergency overtime shall be compensated at double the employee's normal hourly rate. "Emergency Overtime" is defined as all calls in which the employee is called back to work on their normal day off to assist at a major incident.
 - 2. Regular Overtime. Regular overtime shall be compensated at one and one-half (1-1/2) the employee's normal hourly rate. "Regular Overtime" is defined to include all extra shift assignments, special assignments and other assignments not specifically mentioned in Subdivision 1 of this subsection. Emergency calls during an extra shift assignment shall be compensated at the regular overtime (one and one-half) rate.
 - 3. Shift Extension. If an employee is called to work early or is worked beyond their normal work shift, compensation for overtime shall be calculated in accordance with Subsection "C" of this section.
 - 4. Holidays, sick leave, compensatory time off, vacation leave, personal leave time, and floating holidays are considered time worked for the purposes of computing overtime.
 - 5. Workers' Compensation leave, leave without pay requested by the employee, suspension or disciplinary action and a short week worked by a new employee are those occasions which are not to be considered as time worked for the purpose of computing overtime.
 - 6. No employee may be required to work overtime during any scheduled workweek in which that employee is on an unpaid status due to disciplinary action.
- J. Incidental Overtime. Those employees assigned to a twenty-four (24) hour work shift will be compensated for incidental overtime for overtime of eight (8) hours or less. If an employee works more than eight (8) hours of overtime, the entire eight-hour period shall be compensated at the regular overtime rate. The incidental overtime rate is computed based on the hourly wage of an

eight-hour per day employee. The regular overtime rate is based on a twenty-four (24) hour shift assignment, i.e., 2912 hours annually.

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

1. Regular and probationary employees may, with the prior approval of their supervisor, accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1-1/2) hours for each hour of compensatory time worked.
2. Once an employee has been credited with compensatory time, the employee may not receive a lump sum payment for the hours accrued unless the employee is separated from City service or promotion or transfer into an employee group that is not eligible for compensatory time off (CTO).
3. Upon separation, promotion or transfer into an employee group that does not have CTO, the employee will be paid at the employee's current base hourly rate or average of last three (3) years base hourly rate, whichever is higher for the remaining compensatory balance.
4. Maximum accumulation of compensatory time shall be reduced as follows:
 - a. Effective January 1, 2022, the maximum accumulation of CTO shall be one hundred (100) hours;
 - b. Employees with CTO balances above the maximum cap on January 1, 2022, shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap.
5. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.
6. An employee may use up to eighty (80) hours per calendar year of accrued compensatory time with prior approval from the employee's manager or first-line supervisor.

L. Employees assigned to shift work in the Water and Wastewater treatment plants, whose regular work schedule requires work on a holiday shall be compensated at their straight time hourly base rate of pay for performance of work on holidays. Compensation for holidays worked for such employees shall be in accordance with this MOU.

M. Employees who are entitled to take holidays off work as holidays occur, and who are required to work on a holiday when they would otherwise observe the holiday off, shall be compensated by either of the following methods, the choice of which shall be made by the employee's supervisor in advance of such work:

1. If an employee works the holiday and does not receive any other scheduled workday off in lieu of working the holiday, the employee shall be compensated at the rate of regular pay plus time and one-half (1 1/2) the employee's base hourly rate for the actual number of hours worked on the holiday.

2. If an employee works the holiday and receives another scheduled workday off in lieu of working the holiday, the employee shall be compensated at the rate of time and one-half (1 1/2) the employee's base hourly rate for the actual number of hours worked on the holiday. Under this option, the employee must be given another scheduled workday off within the period of five (5) working days before to five (5) working days after the worked holiday with corresponding notations upon appropriate payroll reports.

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

- A. During each 24-hour shift, employees shall have an eight-hour period designated as sleep time. Except as provided herein, this sleep time shall be uncompensated and not counted as "hours worked" for purposes of calculating pay and overtime pay.
- B. During each 24-hour shift, employees shall be entitled to meal periods as follows: Forty-five (45) minutes for breakfast, one (1) hour for lunch and one (1) hour for dinner. Each such period shall be compensated and be counted as "hours worked" for purposes of calculating pay and overtime pay. Employees are obligated to respond to work situations during meal periods without additional compensation.
- C. Employees shall make daily written reports of periods when their sleep periods are interrupted by emergencies or other work requirements. When sleep periods are interrupted, the employee shall be entitled to a minimum of two (2) hours, regardless if the hours actually worked are less than two (2) hours. Multiple interruptions shall not entitle the employee to more than two (2) hours Sleep Shift Overtime (SSOT), unless the actual time worked exceeds two (2) hours, provided, however, that per Fair Labor Standards Act (FLSA) regulations if any employee is unable to get five (5) hours of uninterrupted sleep, then the entire eight (8) hour period shall be counted as hours worked.
- D. When employees work three shifts (72 hours in a week) City shall count eight (8) of the twenty-four (24) hours of sleep as "hours worked" for purposes of calculating overtime. For overtime calculations pursuant to this section, "hours worked" shall not include paid time status, but only actual time worked.

ARTICLE V. WORKING IN A HIGHER CLASS

(Refer to Personnel Rules Section 3.07.080)

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

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

- A. Employees are required to work at least four (4) hours of continuous work daily in the higher class to receive the higher class pay for the hours worked in the higher class, 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 for the hours worked operating heavy equipment for the day.
- B. Compensation in excess of an employee's regular base salary rate shall not be authorized for work in a higher class unless such employee is in all respects qualified to perform in the higher class and required to perform at least a substantial range of the more essential tasks of the higher class. Additionally, if an employee is temporarily assigned to perform work that is generally within the scope of their current class, but the work assignment is normally performed by a higher class due to the nature or scope of such work, then the temporarily assigned employee shall not receive additional compensation for performance of their normal and customary duties as prescribed by their regular classification.
- C. Employees assigned to work in a higher class, who are both qualified and required to perform at least a substantial range of the higher tasks, shall be compensated for the time worked in the higher class as follows:
1. Compensation shall be five percent (5%) more than the employee's current salary rate in the lower class unless the difference between classifications is less than five percent (5%). In the event that the top step in the higher range is less than five percent (5%), the employee will be compensated at the top step in the higher class.
 2. Employees assigned to management classifications shall be compensated ten percent (10%) more than the employee's current salary rate in the lower class or five percent (5%) below Step A of the higher class, whichever is more. In the event that the top step in the higher range is less than ten percent (10%), the employee will be compensated at the top step in the higher class.
 3. Employees assigned to work in a higher class for thirty (30) calendar days or less shall be compensated pursuant to items C1 or C2 above only for actual hours worked, i.e., the out of class compensation shall not be applied to any non-productive time, such as leave time, compensatory time off (CTO), or holiday pay taken during the out of class assignment. Employees assigned to work full-time in a higher class for more than thirty (30) consecutive calendar days shall be compensated at the out of class rate of pay for all time worked and any non-productive time taken during that portion of the out of class assignment that exceeds thirty (30) calendar days.
- D. Work periods in higher-class assignments shall not apply toward seniority for layoff purposes as regard the higher class or time-in-class consideration for lay-off purposes as regards the higher class.
- E. 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.

ARTICLE VI. STANDBY

City agrees to the following standby provision concerning represented employees:

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

Monday-Friday Standby	2 hours straight time rate per day
Saturday, Sunday Standby	4 hours straight time rate per day
Weekly Standby	18 hours straight time rate per week
Holiday Standby	6 hours straight time rate per day

B. Such payment shall be in addition to the overtime payments, which may be payable for call backs pursuant to City Personnel Rules and Regulations. However, employees shall not be compensated at a minimum of two (2) hours of overtime pay for incidents occurring within the time frame of an original call. For example, an employee has been called back, completes the task in one-half (1/2) hour and gets another call before leaving to return home. In this case, the employee would not receive a minimum of two (2) hours of overtime pay for the second and subsequent calls. If the employee returns home and receives subsequent callbacks, the employee would be entitled to a minimum of two (2) hours pay for that (those) call(s). An employee on weekend standby may be authorized to take a City vehicle home, provided the employee lives within the area bound by heavy black lines on the attached map (Appendix B).

C. Cumulative time spent in excess of fifteen (15) minutes or more shall be compensable as a call back. Cumulative time spent from eight (8) to fifteen (15) minutes on work calls during standby shall be rounded to 15 minutes and compensated as overtime. This applies only to phone calls received while on standby which do not require call out.

D. Departments shall make standby assignments voluntary whenever practical.

ARTICLE VII. SHORT NOTICE SHIFT ADJUSTMENT

Any employee involved in a mandatory permanent change of schedule which involves a modification in an employee's starting time or days off will be given a minimum of five (5) working days' notice.

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

ARTICLE VIII. MEALS

All classified employees required to work due to an emergency or unscheduled event at least two (2) hours beyond or prior consecutive hours to their normal work shift shall be eligible for meals as provided below:

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

Arrangement for meals shall be as follows:

- A. City may provide a meal by bringing food to the work site.
- B. City may allow the employee to go to a restaurant of his/her own choice for a period of one-half (1/2 hour), during which time the employee shall be on paid time, and the City shall reimburse the employee \$20.00 for each meal on their next regular paycheck.
- C. If circumstances permit, the supervisor, in lieu of options contained in paragraphs A and B, may authorize the employee to go home on paid time and consume a meal at no cost to City for a period not to exceed one (1) hour.
- D. Employees in the plants who are assigned to work a 24-hour overtime shift will be entitled to \$30.00 per diem.

ARTICLE IX. PAID LUNCH PERIODS

- A. City will provide for a twenty-five (25) minute paid lunch for Child Care Site Coordinator, Assistant Child Care Site Coordinators, Youth Development Program Coordinators, night shift mechanics, night shift street sweeper operators, and custodians.
- B. Refuse truck drivers and solid waste maintenance staff will work a straight eight-hour work schedule with no recognized lunch period.

ARTICLE X. UNIFORM AND SAFETY SHOE/WORK BOOT PROVISIONS

- A. The City agrees to provide three (3) options for uniforms per A1 through A3 below. Management in each division will determine whether employees are required to wear uniforms. The value of the uniform allowance and/or uniforms provided, cleaned, and maintained by the City, up to a total of \$1,500 annually, is reported to CalPERS as compensation subject to retirement contributions for employees in the Classic retirement tier (not PEPR). This excludes the monetary value for personal health and safety equipment or any items not reportable per CalPERS. This is capturing and inclusive of prior MOU reported earnings to CalPERS for Classic members.
 - 1. City agrees to provide eligible employees where management has elected the uniform allowance, with a \$400.00 uniform allowance per year for shirts and pants/jeans/shorts, payable in January of each year of the contract.

OR

2. City agrees to provide a hybrid approach so that eligible employees, based on management election, may receive a \$300 pant/jean/short allowance, payable in January of each year of the contract, with City provided shirts. Cleaning service may be provided.

OR

3. Management may elect for divisions to receive eleven (11) shirts and pants/shorts per employee to wear during working hours, which will be cleaned and maintained by the City.
4. For safety reasons, the City reserves the right to deny an employee's request to wear shorts.
5. New hires and employees who transfer midyear get the uniform option selection division management has made for the year.
6. No employee reimbursement of uniform allowance is required when a Local 39 employee is promoted into management or any other non-uniformed classification.

- B. City agrees to continue to provide a safety boot/shoe allowance of \$300.00 per year payable in January of each year of the contract.

1. The prescribed shoe or boot must be appropriate to job class and must meet CAL-OSHA (ANSI) regulations. In addition, the boots must meet the following criteria:
 - All safety work boots/shoes must be approximately six (6) inches in height measured from the insole to the top of the upper (for maximum ankle support).
 - All safety work boots/shoes must have slip resistant soles.
 - All boot/shoes will have reinforced toes.
2. Employees receiving the boot/shoe allowance are required to wear the prescribed boot/shoe whenever conditions require it or be subject to disciplinary action. City reserves the right to determine if a shoe or boot is appropriate to job class in conformance with Section B. At the discretion of the department head, an employee's boots may be replaced that are damaged in the course of the job.
3. All new employees who are required to wear safety boots on the job shall receive an immediate pro-rated boot allowance based on the number of months remaining in the calendar year. At the discretion of the department head, a new employee may be provided with safety boots to ensure compliance with Section B.

- C. All new employees, after completing their first six months of employment, will receive a pro-rated amount of uniform allowance based on the number of months remaining in the calendar year if their division selects A1 or A2 above.

- D. It is understood that by the provision of such uniform apparel, designated employees are required to wear such uniform apparel during all duty hours and to maintain a clothing standard that would be consistent with appropriate representation of the City. Regardless of selected option, uniforms must be kept in a well maintained, repaired, and clean condition.

- E. Employees in the Parks, Recreation & Libraries Department and Street Maintenance Worker series who are required to work outside in cold weather shall be provided a heavy duty Carhartt type jacket. The City agrees to provide replacement jackets as needed.

CLASSIFICATIONS ELIGIBLE FOR UNIFORM AND/OR BOOT ALLOWANCE

Classification	Uniform Provided or Uniform Allowance	Boot Allowance
Arborist Technician	X	X
Aquatics Maintenance Technician	X	X
Building Maintenance Worker I/II	X	X
Construction Inspector I/II		X
Construction Inspector Supervisor		X
Courier	X	
Custodian	X	
Engineering Technician I/II		X
Equipment Serviceworker	X	X
Fleet Services Parts Buyer	X	X
Industrial Waste Specialist	X	
Industrial Waste Technician	X	
Irrigation Technician	X	X
Laboratory Analyst I/II	X	
Laboratory Technician I/II	X	
Mechanic I/II	X	X
Meter Reader	X	
Meter Service Worker	X	X
Natural Resource Specialist I/II	X	X
Natural Resources Worker I/II	X	X
Parks Maintenance Worker I/II	X	X
Parks Project Technician	X	X
Refuse Maintenance Worker I/II	X	X
Refuse Truck Driver I/II	X	X
Senior Building Maintenance Worker	X	X
Senior Construction Inspector		X
Senior Custodian	X	
Senior Engineering Technician		X
Senior Laboratory Analyst	X	
Senior Mechanic	X	X
Senior Meter Serviceworker	X	X
Senior Natural Resources Worker	X	X

Senior Parks Maintenance Worker	X	X
Senior Refuse Truck Driver	X	X
Senior Street Maintenance Worker	X	X
Senior Tree Trimmer	X	X
Senior Utility Billing Customer Service Field Representative	X	X
Senior Warehouse Worker	X	X
Street Maintenance Worker I/II	X	X
Street Sweeper Operator	X	X
Tree Trimmer	X	X
Turf and Sports Field Technician	X	X
Utility Billing Customer Service Field Representative I/II	X	X
Vehicle Maintenance Servicewriter	X	X
Warehouse Worker I/II	X	X
Wastewater Treatment Plant Operator I/II/III/IV	X	X
Waste Services Field Enforcement Inspector	X	X
Water Treatment Plant Operator I/II/III	X	X
Water Quality Technician	X	X

As new classifications are added, the City shall determine whether a uniform and/or boot allowance shall be provided based upon the provisions set forth in this Article. The City shall meet and confer with Local 39 regarding its decision.

ARTICLE XI. EMPLOYEE TOOL ALLOWANCE

Regular employees in the classes of Equipment Service Worker, Mechanic I/II, and Senior Mechanic shall receive an annual tool allowance of one thousand dollars (\$1,000) per fiscal year. The purpose of this tool allowance is to reimburse employees for expenses incurred in the purchase, upgrade and maintenance of personal hand tools. Employees hired after the start of the fiscal year shall receive a prorated allowance.

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

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

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

Damaged individual tools not covered by manufacturer's warranty will not be reimbursed by the City. Employees may submit claims for the replacement of tools lost due to a catastrophic event, unusual circumstances, or theft. All claims for replacement tools shall be approved by the department head whose decision shall be final. Denied claims for replacement tools shall not be subject to the grievance

procedure.

ARTICLE XII. REST PERIODS

City will provide a fifteen (15) minute rest break for every four (4) hours of work. Authorized rest period time taken shall be counted as time worked.

ARTICLE XIII. REST PERIOD BETWEEN WORKDAYS

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

A. Rest Period Between Workdays

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

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

ARTICLE XIV. MODIFIED DUTY ASSIGNMENTS

- A. Refer to Administrative regulation 2.17 on Modified Duty for current policy on modified duty assignments.
- B. When an employee is assigned a modified duty assignment, the employee shall be compensated for hours worked at the regular rate of base salary and benefits regardless of whether or not the employee performs work within the regular classified position. If an employee is assigned to a modified duty assignment of less than full time, either accrued sick leave, or other available leave for hours worked may supplement compensation. In this case, the employee should contact the Employment Development Department (EDD) to confirm availability of partial benefits under State Disability Insurance (SDI) Program.

ARTICLE XV. SHIFT DIFFERENTIAL

- A. Shift differential for purposes of this Article is defined as a shift of eight (8) hours or more where fifty percent (50%) of the shift falls between the hours of 10 p.m. and 6 a.m. except as otherwise stated in section C below.
- B. Any employee who works an assigned regular time shift as described in "A" above, shall be paid an additional two and one-half percent (2.5%) of his/her base hourly rate for each hour actually worked. No shift differential will be paid on sick leave, vacation, CTO or any other time off.
- C. Hours worked on overtime, whether the employee is held over, called in to cover a shift or partial shift, or volunteers for an overtime shift, will not be eligible for shift differential pay.
- D. This provision does not apply to any shift with allowable sleep time.

CHAPTER 3. BENEFITS

ARTICLE I. HEALTH AND WELFARE PROGRAM

A. Eligibility

Any classified employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the Local 39 bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2005, 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 or any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and Long Term Disability (LTD) insurance.
2. The City agrees to provide a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to \$1,347.00 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the agreement.
3. Effective January 1, 2024, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$513/month	\$918/month

4. Effective January 1, 2025, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$638/month	\$1,068/month

5. Effective January 1, 2026, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$688/month	\$1,143/month

6. Effective January 1, 2027, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$738/month	\$1,218/month

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

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

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

ARTICLE II. RETIREE HEALTH BENEFITS

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 insurance contribution for each eligible retired employee shall be equal to the minimum employer contribution required for active employees under the Public Employees' Medical and Hospital Care Act (PEMHCA).

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

B. For Employees Hired Prior to January 1, 2005 (Tier 1)

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

C. For Employees Hired On or After January 1, 2005 and Prior To January 1, 2014. (Tier 2)

For employees hired on or after January 1, 2005 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 City-designated post-retirement health benefits as follows:

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

Employees who have CalPERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for 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, 2005. Employees hired on or after January 1, 2005 shall be subject to the above post-retirement vesting schedule for health benefits.

D. For Employees Hired On or After January 1, 2014. (Tier 3)

1. Employee hired on or after January 1, 2014 shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.

2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to \$100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After retirement or separation from service with the City, employees may draw from the City contribution to this account upon retirement for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

ARTICLE III. PERS /OTHER POST EMPLOYMENT BENEFITS

In the event that the City wants to explore leaving CalPERS medical during the term of this Agreement, a committee will be formed with representatives from all six (6) bargaining groups (Local 39, IBEW, RPOA, RPA, RFF, and Management/ Confidential).

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

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

If groups representing two thirds (2/3's) of the employees and representing at least fifty-one percent (51%) of the employees cannot decide on an alternative health care plan, the City will not leave PEHMCA.

If it is decided to change, management will make its best effort to find plans that mirror CalPERS plans and meet the minimum requirements agreed upon by the committee. There will be at least one (1) portable plan and at least one (1) plan that provides for no lifetime maximums.

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

If information comes to light that changes the fiscal viability of withdrawing from PEHMCA, and the City does not have time to take the information back to the committee for review, the City reserves the right

to make the final determination to remain in PEHMCA. City does not reserve the right to pull out of PEHMCA without the approval of the committee.

ARTICLE IV. LONG TERM DISABILITY PLAN

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

ARTICLE V. DEFERRED COMPENSATION

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

ARTICLE VI. PUBLIC EMPLOYEES RETIREMENT SYSTEM

- A. Retirement System. Unit members are provided retirement benefits under the California Public Employee Retirement System (CalPERS) as described in this Article.
- B. Tier One: 2.7% at 55 Retirement Program – Bargaining Unit Members Hired On or Before December 31, 2012 and Unit Members Qualified for Reciprocity (Classic Member)

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

1. 2.7% at 55 Pension Formula

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

2. Final Compensation Based On 12-Month Period

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

3. Required Contributions

Bargaining unit members covered by this Section B shall continue to pay, through payroll deduction, 8.0% of compensation earnable contribution to CalPERS. 6.197% shall be contributed toward the City's pension costs, and 1.803% shall be contributed toward the employees' pension contribution.

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

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

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

1. 2% at 62 Pension Formula

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

2. Final Compensation Based On 36 Months

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

3. Required Bargaining Unit Member Contributions

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

D. Other Options Included In CalPERS Contract

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

- Government Code Section 20965 (Conversion of unused sick leave balance to service credit.)
- Government Code Section 21573 (Third Level of 1959 Survivor Benefits).
- Government Code Section 21548 (Pre-Retirement Option 2W Death Benefit).

ARTICLE VII. EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE VIII. LIFE INSURANCE

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

CHAPTER 4. LEAVES

ARTICLE I. HOLIDAYS -- GENERAL

- A. The following holidays shall be observed by the City with respect to all employees, except shift employees in the water/wastewater treatment plants. City offices shall be closed on these days except as otherwise provided herein:
1. January 1st (New Year's Day)
 2. The third Monday in January (Martin Luther King's Birthday)
 3. The third Monday in February (Washington's Birthday)
 4. The last Monday in May (Memorial Day)
 5. July 4th (Independence Day)
 6. The first Monday in September (Labor Day)
 7. November 11th (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 25th (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 probationary service (pro-rated for part time regular employees). The number of floating holiday hours to be credited to a new employee hired after January 1 shall be pro-rated based on the number of full months employed during that year. Employees unable to complete six (6) months of probationary service prior to December 31 shall not accrue or be eligible for any floating holidays that year. The employees and the employee's supervisor shall jointly determine a convenient date to take such leave.
- B. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday. If a holiday occurs on the employee's normal day off, the employee shall bank the hours to use, with supervisor approval, by December 31st of the same calendar year in which the hours were banked.
- C. If an employee has taken more holidays than have been earned at the time of separation from service or change of schedule, the City may deduct an equivalent amount of pay for the holidays taken in advance from the employee's final check.

D. Winter Break Time Off

Employees may request in writing to take off one (1) or more days during the City's designated winter break. Approval shall be subject to the operating needs of the City. Employees approved for this time off may use accrued vacation leave, holiday time, personal leave time, compensatory time off and/or leave without pay. If employee takes off without pay, they will still receive normal vacation and sick leave accruals.

HOLIDAYS - TREATMENT PLANTS

- A. Treatment Plant non-shift employees shall receive ten (10) holidays per year to be taken as they occur as well as two (2) floating holidays per year, as specified in Article I. Holidays subsection A. above and follow subsections B, C, and D above.
- B. Treatment Plant shift employees shall receive six (6) fully paid holiday shifts per year, in advance, on January 1st of each year, earned in twelve (12) hour increments for each one (1) month of continuous employment. Employees shall take holidays in full shifts.
 - 1. In lieu of holiday time off, shift employees may elect to receive straight salary for up to three (3) shifts of earned and unused holiday credit within each calendar year. All holiday time to be converted to pay by an employee shall be in full shift increments. All employees opting for pay may do so only once during any calendar year. An employee who receives prorated shift hours shall be allowed to cash in the prorated shift hours that are less than a full shift increment.
 - 2. All holiday time off is subject to advance approval of the department head.
- C. If an employee has taken more holidays than have been earned at the time of separation from service or schedule change, City may reduce other available leave balances or deduct an equivalent amount of pay for the holidays taken in advance from the employee's final check.

ARTICLE II. SICK LEAVE

(Refer to Section 3.12.070 of the Personnel Rules):

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

Sick leave should not be viewed as a right to be used at the employee's discretion; rather it is a privilege of paid time away from work duties in the event of one (1) of the following circumstances:

- 1. Actual illness or injury of the employee that occurred away from the job setting, except where such injury/illness occurred in connection with off-duty (outside) employment when an injury is job-related, the employee shall be charged with sick leave usage only to the extent that their salary is not covered by Worker's Compensation.
- 2. The employee's exposure to a contagious disease.

3. Where the employee's medical attention to an immediate family member is required. Immediate family member includes any person living in the employee's immediate household and as defined pursuant to Municipal Code 3.00.420.
 4. Emergency leave due to the death or imminent death of family members.
- B. **Accrual/Use:** Sick leave is accrued by all classified employees on the basis of biweekly payrolls based upon eighty (80) hours of paid time per pay period for all employees except 24-hour workers whose accrual will be based upon one hundred and twelve (112) hours per pay period. On each day following completion of one (1) month of continuous service, eligible full-time employees shall receive credit for eight (8) hours or one-half (1/2) of a 24-hour shift leave with pay, the total of which shall not exceed twelve (12) days or six (6) shifts in any twelve (12) month period. Sick leave may be used for those purposes listed above. Employees on a modified schedule work assignment shall accrue sick leave on a pro rata basis of hours worked. Maximum accumulation of sick leave shall be unlimited.

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

Department heads may require probationary employees to support each incident of sick leave use after the first twenty-four (24) hours of sick leave is taken by use of a medical certification of a health care provider as set forth in section G below.

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

- C. **Illness/Injury During Vacation:** An employee who becomes ill or injured while on vacation may have such period of illness/injury charged to the employee's accumulated sick leave rather than vacation, provided that:
- Immediately upon return to duty, the employee submits to the department head a written request for sick leave, accompanied by a signed statement from the employee's health care provider that complies with section G below.
- D. **Holidays During Sick Leave Or Disability:** Observed holidays occurring during sick leave shall not be counted as a day of sick leave or disability, but shall be regarded as the taking of a holiday.
- E. **Sick Leave For Immediate Family Care:** All classified employees are allowed to use sick leave days for the required care of immediate family members pursuant to Municipal Code 3.12.070(a).
- F. **Funeral and Bereavement Leave:** All regular non-24-hour shift employees may be granted a maximum of sixty-four (64) hours and all regular 24-hour shift employees may be granted a maximum of three (3) shifts of sick leave for each such instance to:
1. Attend the funeral of an immediate family member, grandparents, grandchildren, or in-laws.

2. Deal with matters related to the death of critical illness where death appears imminent of any member of the employee's immediate family.

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

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

Generally, the certificate of a health care provider is not required for sick leave absences of less than five (5) days or two and one-half (2-1/2) consecutive shifts, unless it is deemed necessary for the protection of the City's interests, and in cases of probationary employees when required by the department head. However, absences of five (5) days or two and one-half (2-1/2) shifts may be required to be supported by a medical certificate by a health care provider.

Generally, a department director may require that the employee provide written certification from a health care provider when he/she has been absent due to illness or injury for more than five consecutive days. However, the City reserves the right to require a medical certification. The certification must include:

1. The employee's name
2. The name and address of the health care provider.
3. A statement by the health care provider that the employee is under the care of the health care provider and that the illness/injury prevents the employee from performing his/her duties.
4. Date(s) employee was seen or will be seen by the health care provider.
5. Certification must be provided by the health care provider.

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

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

- H. Sick Leave Without Pay: Upon written request of an employee, the Human Resources Director may grant leave without pay due to personal illness/injury for up to thirty (30) calendar days and may grant extensions up to a total maximum period of ninety (90) calendar days. Extensions of sick leave without pay up to a maximum of an additional ninety (90) calendar days must be

approved by the City Manager. The initial and subsequent requests for sick leave without pay must be accompanied by a physician's certificate stating the nature and approximate duration of medical disability.

- I. Abuse of Sick Leave: The sick leave program is designed to provide employees with two benefits: (i) available paid leave for a reasonable amount of short-term illnesses, and (ii) provide a savings bank of time to ensure available paid leave for long-term illnesses. In order to ensure that the sick leave program is being utilized for both purposes, all City employees are monitored to ensure that their usage of the sick leave benefits is not abusive.

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

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

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

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

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

In the event of a job related death, the beneficiary of the employee, as shown on the records of the public employees' retirement system, shall be paid for those sick leave and vacation days for which the employee would have been paid had employment terminated on the date of death. No more than one hundred and fifty (150) such sick leave days may be used in ascertaining the amount of days for which the employee will be compensated at time of termination or retirement.

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

ARTICLE III. MILITARY LEAVE

- A. Classified employees obligated to serve periods of active military duty for training shall be compensated by the City at their regular rate of compensation for normal duty hours and days or shifts during such absence from work, up to a maximum of two hundred and forty (240) hours in any calendar year. The number of hours used shall be determined by the employee's regular schedule.
- B. Classified employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty prior to such duty if for regularly scheduled training or within thirty (30) calendar days following the conclusion of duty ordered as the result of an emergency. Such documentation must be submitted through the chain of command to the Human Resources Director.

ARTICLE IV. JURY DUTY LEAVE

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

ARTICLE V. DISABILITY LEAVE

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

- A. Work related temporary disability. If a classified employee is temporarily disabled by injury or illness arising out of and in the course of performing assigned job duties, the employee shall

become entitled to a leave of absence regardless of length of service while so disabled without loss of salary, less workers' compensation disability payments, for up to seventy-five (75) calendar days, commencing upon the first calendar day after the injured employee leaves work as a result of the injury.

- B. Following the initial seventy-five (75) days of temporary disability, an eligible employee may supplement their temporary disability payments with available leave balances (i.e., vacation, sick leave) until such balances are exhausted (up to twelve (12) months).
- C. During the time of work related disability, an eligible employee will continue to accrue the normal leave, i.e., vacation, sick leave, until such time as their leave balances have been exhausted (up to twelve (12) months).
- D. During the period of time of work-related disability, City will continue to contribute its share to the employee's health and dental plan until such time as all leave balances are exhausted (up to twelve (12) months).
- E. Employees who are found to abuse or fraudulently use the privilege and benefits of the temporary disability program as prescribed above shall be subject to disciplinary action, including termination from City service. The employee exercising these temporary disability provisions shall be required to provide the department head and Human Resources Director with a copy of the attending physician's report, which shall contain a description of the nature and anticipated duration of the disability, and the employee shall keep the department head and Human Resources Director apprised of the medical condition at intervals prescribed by the Human Resources Director.

ARTICLE VI. LEAVES OF ABSENCE

- A. Department heads may grant a probationary or regular employee leave of absence without pay or benefits related to employment for a period not to exceed one (1) calendar week. Such leaves shall be reported in writing to the Human Resources Director.
- B. Leaves of absence without pay or benefits related to employment for a period not to exceed three (3) consecutive months may be granted to regular employees upon recommendation of the department head and approval of the Human Resources Director and City Manager. Following the initial three (3) months, the leave of absence may be extended for a maximum of an additional six (6) months if recommended by the department head and Human Resources Director, and approved by the City Manager. However, no such leave shall be granted except upon written request of the employee, setting forth the reason(s), circumstances and length of the requested leave.
- C. Upon expiration of an approved leave of absence, the employee may be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave of absence to report for work promptly at the expiration of leave, or within a reasonable time after notice to return to duty, shall be cause for dismissal and the employee shall automatically waive all rights under this MOU. The depositing of a first class letter of notification to return to duty in the United States mail, addressed to the employee's last known address, shall constitute reasonable notice.

- D. The granting of any leave of absence without pay or benefits related to employment for any period exceeding one (1) full month shall result in the setting of a new salary anniversary date for the employee. Such date shall be based on the employee's original salary date advanced by the number of calendar days leave in excess of one (1) full pay period.
- E. Temporary Leave With Pay. Notwithstanding the provisions of this Article, upon the recommendation of the Human Resources Director, the City Manager may approve the temporary assignment of an employee to a status of leave with pay, pending conduct or completion of such investigations or hearings as may be required to determine if disciplinary action is to be taken.

ARTICLE VII. MATERNITY LEAVE

- A. Continuation of Employment. A pregnant employee may continue employment as long as her health, the health of the unborn fetus, or the employee's ability to adequately perform prescribed job responsibilities would not be adversely affected by continued employment.
- B. Notification. Applicable employees shall notify the department head and Human Resources Director in writing upon notice by their treating physician that such pregnancy exists, including the anticipated date of childbirth or other related medical conditions and their anticipated date of return to full duty. At any time during the pregnancy, the Human Resources Director may require the employee to furnish medical evidence or information to support the employee's medical suitability for continued employment.
- C. Term of Leave. Maternity leave shall be granted only for medical reasons arising out of and in the course of a pregnancy, the subsequent childbirth, or other related medical conditions, as provided below:
 - 1. Sick Leave With Pay. A pregnant employee may take accrued sick leave with pay for reasons of medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave exceed the total of the employee's accumulated but unused sick leave, nor shall paid sick leave be granted beyond the date the employee is no longer considered medically disabled from normal work activities.
 - 2. Other Paid Leave. A pregnant employee may elect to utilize accrued vacation, compensatory time off, or any other earned form of paid absence from work in lieu of, or in combination with, paid sick leave during the period of pregnancy related leave, the combination of which may not exceed normal full pay.
 - 3. Sick Leave Without Pay. Eligible employees may be granted sick leave without pay pursuant to Section 3.12.070(H) of the Personnel Rules and Regulations.

ARTICLE VIII. VACATION LEAVE

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

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

Service Category	Biweekly Accrual	Days/Year Equivalent	Max. Hrs. Accrual
New employee to completion of 4th year	3.692 hr.	12 days	240
Start of 5th year to completion of 9th year	4.307 hr.	14 days	280
Start of 10 th year to completion of 14th year	4.923 hr.	16 days	320
Start of 15 th year to completion of 19 th year	5.538 hr.	18 days	360
Start of 20 th year and succeeding years	6.153 hr.	20 days	400

Each full-time classified employee in the Treatment Plants working a twenty-four (24) hour shift shall accrue vacation leave with pay as follows:

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

- As noted in Subsection A, new employees shall earn vacation at the biweekly 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 prorated accrual.
- Except as provided in this 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.
- If the amount exceeds specified limits, the employee shall take the excess number of vacation hours off prior to the anniversary date or, if operational necessity will not permit taking such leave, the employee may be paid the straight time hourly equivalent for not more than 20 hours, with the City Manager approval. Additionally, the maximum vacation hours an employee may accrue will be extended when an employee's 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, upon written request to and approval by the City Manager.

- C. Use: Per Section 3.12.060(C) of the Personnel Rules and Regulations, an employee may elect to take all or part of earned vacation, or may carry over to the next service year all or part of earned vacation as approved by the department head and consistent with the provisions of Subsection B. However, the dates and amount of vacation selected by the employee shall be subject to approval of the department head. Vacation leave shall generally be taken in minimum increments of one (1) full work day/work shift, except that unusual, emergency, necessary and infrequent use of vacation leave may be granted in one (1) hour increments. Employees must request the vacation at least ten (10) work days prior to the desired start of vacation leave. Under unusual or personal emergency circumstances, employees may request and department heads may consider the approval of vacation leave with fewer than ten (10) working days' notice. In the event it becomes necessary to call an employee back to work from a scheduled vacation, the employee shall be credited with the unused vacation hours and shall have the opportunity to take such remaining vacation leave at a time of the employee's choosing and the department head's approval.
- D. Holidays Within Vacation Leave: Except for shift personnel in the Water/Wastewater Plants, holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

ARTICLE IX. PERSONAL LEAVE TIME

Effective January 1, 2017, each employee who has completed six months of his/her initial employment with the City shall be provided a bank of forty-five (45) hours of Personal Leave Time (PLT). Part-time employees will receive a prorated bank. Thereafter, employees shall be provided a bank of forty-five (45) hours of PLT on the first pay period of each calendar year. Any employee hired after the first pay period shall be granted a prorated amount at .86538 hours per week for the remainder of the calendar year, but shall not have access to this bank until they have completed six (6) months of work.

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 3, Article V of this MOU, 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 leave the bargaining unit or terminate employment with the City shall be cashed out at the rate of .86538 hours per week up to the balance of the employees PLT bank. If an employee terminates and has taken more PLT in advance than .86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.

ARTICLE X. CATASTROPHIC LEAVE

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

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

CHAPTER 5. MISCELLANEOUS ISSUES

ARTICLE I. MEMBERSHIP DUES AND AUTHORIZED DEDUCTIONS

- A. The Union shall be entitled to have membership dues and other lawful deductions of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Union dues deductions from employee paychecks. Such authorized deductions shall be remitted monthly to the Union along with an adequate itemized record of deductions. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.
- B. In making such authorized membership dues deductions, the City shall rely on written certification from the Union confirming that the Union has and will maintain authorizations signed by each individual employee from whose paychecks the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the 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.
- C. The amount of membership dues shall be set by the Union. All changes in dues deductions shall become effective the first of the month following written notification to the City's Chief Financial Officer.
- D. The City agrees to direct all employees to the Union with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.
- E. The City agrees to provide to the Union on a monthly basis a payroll dues deduction report.
- F. The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of the dues check-off authorized. When an employee, in good standing in the Union, is in a non-pay status, for the full pay period when his/her dues would normally be withheld, no dues deduction will be made to cover that withholding from the current or future earnings; nor will the employee deposit the amount with the City which would have been withheld if the employee had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Union dues.
- G. 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.

- H. 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.

ARTICLE II. CAUSES FOR DISCIPLINE

(Refer to Section 3.16.020 of the Personnel Rules)

ARTICLE III. TYPES OF DISCIPLINE

(Refer to Section 3.16.030 of the Personnel Rules)

ARTICLE IV. GRIEVANCES - GENERAL AND PROCEDURES

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

- A. Grievances in General. An employee, a group of employees, and or a Local 39 representative may complain to the City management through the grievance procedure in this Article regarding any matter relating to employee wages, hours, or conditions of employment. A grievance may be either formal or informal. An informal grievance is a prerequisite to filing a formal grievance.
- B. Informal Grievances. An employee, a group of employees, and/or a Local 39 representative with a grievance shall first discuss the matter with the immediate supervisor within ten (10) calendar days of the matter complained of. The supervisor and the employee shall attempt to informally resolve the dispute. If the matter is not resolved, the employee shall next discuss the matter with the department head within ten (10) calendar days of the supervisor's decision. The department head and the employee shall attempt to informally resolve the dispute. The decision of the department head regarding an informal grievance shall be final unless the employee files a formal grievance.
- C. Formal Grievances.
1. An employee, a group of employees, and/or a Local 39 representative who has a grievance which remains unresolved after utilizing the informal grievance procedure may file a formal grievance in writing. The employee shall file a formal written grievance with the City Manager within ten (10) calendar days after the final decision

on the informal grievance. The formal grievance shall contain all relevant information relating to the grievance, which the employee wishes the City Manager to consider. The City Manager shall meet with and respond in writing to the employee, group of employees, and his/her Local 39 union representative within ten (10) calendar days of the receipt of the grievance.

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, or Chapter 5, Article VI of this Memorandum of Understanding, the decision of the City Manager regarding a formal grievance is final.

ARTICLE V. GRIEVANCES - MOU INTERPRETATION AND APPLICATION

- A. City agrees to the establishment of a three (3) member Review Board, the composition of which will consist of one (1) member selected by City, one (1) member selected by the Union which shall not be an employee of City, and one (1) member selected jointly by City and Union from among list(s) of available representatives provided by the State Mediation and Conciliation Service who shall serve as chairperson of the Review Board.
- B. The Review Board shall only be convened to hear evidence in connection with an allegation that some term or condition of a specific provision contained in this Agreement was not interpreted or applied properly, and only after the grieving party has properly exercised the grievance procedures prescribed in this Article VI of this Chapter. Members of the Review Board shall not have the authority to change, delete, add, or in any way modify any word, term or phrase contained in this Agreement, but shall be limited to interpretation of existing language only.
- C. An employee or group of employees or Local 39 representative who have been aggrieved by the interpretation and application of any provision of this Agreement, and who have not had such grievance adjusted satisfactorily following the decision of the City Manager, shall file a written request with the Human Resources Director within ten (10) calendar days after the City Manager's decision to have the matter heard by the Review Board. At the time of filing such a written request, the grieving party shall additionally supply the Human Resources Director with copies of any other documents pertaining to the grievance or alleged infraction, which shall be referred to the Review Board in advance of a hearing date. If requested by the grieving party, the Human Resources Director shall supply the grieving party with a copy of any package provided the Review Board in advance of a hearing date.
- D. The Review Board shall be conducted informally and shall interview persons the board deems appropriate in order to ascertain sufficient facts upon which to base its recommendation. Within ten (10) calendar days after the board has interviewed its last witness, the board shall submit to the City Manager, with a copy to the Union, a written statement of the facts of the matter based upon evidence provided, conclusions, and recommendations. Such written facts, conclusions, and recommendations shall reflect the opinions of the majority of Review Board members. Recommendations made by Review Boards shall be advisory only, and shall not bind the City in any manner to its decision.

ARTICLE VI. NO STRIKES/CONCERTED ACTIONS

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

ARTICLE VII. EDUCATIONAL TRAINING

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

ARTICLE VIII. TRAINING, LICENSES AND CERTIFICATES

City will pay or reimburse employees for all special training, licenses and certificates, including renewals that employees are required to maintain as a condition of continued employment so long as the employee successfully completes all phases of the training, license and certification including passing required examinations.

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

ARTICLE IX. EDUCATIONAL REIMBURSEMENT

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

ARTICLE X. ORIENTATION

City shall provide up to thirty (30) minutes for the union's business representative, or designated shop steward, to attend new hire orientation to meet with new bargaining unit employees for the purpose of explaining union contract orientation and enrollment. The City will provide the union one week notice, when possible, of new hire orientations that include bargaining unit employees.

Shop stewards designated by the union to attend new hire orientations shall be released by the City without loss of pay or benefits for up to one (1) hour. The steward shall be on City-paid Union release time for up to one (1) hour of regular time when performed during their normal work schedule; release time shall not create an overtime obligation. The union is permitted to have one (1) shop steward attend orientation at a time, so long as their absence from their assignment does not unduly disrupt the operation of the City and obtains their supervisor's authorization.

ARTICLE XI. PROBATIONARY PERIODS

Union agrees that the classifications listed in Appendix "A" are subject to a twelve (12) month probationary period of employment. Employees hired at step A of the salary range may be eligible for a merit step increase after six (6) months of employment.

Classified employees who are terminated during their probationary period shall receive compensation for accrued and unused vacation.

ARTICLE XII. PROMOTIONS

Any employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new higher range, which is at least a 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 XIII. LEAVE DURING NOTICE PERIOD

Employees who have given two (2) weeks or more notice to retire may take vacation or sick leave during their notice period if the leave is approved and is in accordance with City rules and regulations.

ARTICLE XIV. ALCOHOL AND DRUG POLICY

City and Union agree to continue to enforce the Alcohol and Drug Abuse Policy, Administrative Regulation 2.08.

ARTICLE XV. SAFETY GLASSES

City agrees to provide safety glasses in compliance with Administrative Regulation 2.02.

ARTICLE XVI. HEALTH AND SAFETY

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

ARTICLE XVII. JOB SHARING

- A. Job sharing shall be open to only current permanent employees of the City of Roseville. The employee(s) must voluntarily request job sharing and institute the request. Arrangements for two (2) employees shall also be made by the employee(s).
- B. Certain department positions lend themselves to job sharing; a department head shall have the ability to deny any request, without appeal of "job sharing."
- C. All job sharing shall require prior approval of the Human Resources Director and the City Manager.
- D. Employee(s) who job share will share salary and benefits with no cost to City.
- E. Each sharer will work full time to cover for the other sharer's sick leave (when possible) and vacation time up to a maximum specified in the "job sharing agreement" below.
- F. A "job sharing agreement" between City and the two (2) employees shall be drawn which will address conditions of the job share including but not limited to the work schedule, holiday schedule, and the number of days/hours each sharer will be responsible to cover for the other sharer's sick leave and vacation time.
- G. At any time one of the "sharers" terminates the job share, the other share will assume full-time responsibilities until a "sharer" is obtained. The full time responsibility is that of the remaining employee. The sharing position will remain full-time and the department will not be required to accommodate the other employee.
- H. A department head may terminate a job share at any time for department efficiency. This will be accomplished in accordance with Personnel Rules 3.07.120; Layoff.

ARTICLE XVIII. HEALTH MAINTENANCE PHYSICALS

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

ARTICLE XIX. BULLETIN BOARDS

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

ARTICLE XX. CITY MANAGEMENT RIGHTS

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

- A. To ensure that City is able to carry out its statutory functions and responsibilities, nothing contained in this Article shall be construed to require City to negotiate on matters which are solely a function of management, including the following:
1. To manage City generally and to determine the issues of policy.
 2. To determine the existence of facts which are the basis of management decisions.
 3. To determine the necessity for and organization of any service or activity conducted by City, and to expand or diminish services.
 4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
 5. To determine methods of financing.
 6. To determine types of equipment or technology to be used.
 7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.
 8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of City, except where such contracts for service would be for the purpose of workforce reductions.
 9. To assign work to and schedule employees in accordance with requirements as determined by City, and to establish and change work schedules and assignments upon reasonable notice and good faith consultation.

10. To lay off employees from duties because of lack 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 non-disciplinary reasons.
 15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
 16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
 17. To maintain order and efficiency in City facilities and operations.
 18. To establish, publish, and/or modify rules and regulations to maintain order and safety health in City, which are not in contravention with this Agreement or the Personnel Rules and Regulations.
 19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in this Agreement or the Personnel Rules and Regulations.
 20. To take any and all necessary action to carry out the mission of City in emergencies.
- B. No neutral third party, including the Personnel Board, shall have the authority to add, delete or otherwise modify any provision of these employer rights, authorities, or functions, but shall be limited to matters of interpretation only.
- C. The management rights shall not remove or limit the right of any classified employee to exercise grievance procedures.

ARTICLE XXI. PAYROLL ERRORS

- A. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to employee.
- B. In the event an employee received an overpayment or underpayment of wages, the employee may select one of the following methods:
1. Lump sum payment by employee or employer;

2. One-time deduction from usable vacation, compensatory time off (CTO), or holiday leave balances equivalent to the overpayment at the employee's current hourly rate;
 3. A reasonable repayment schedule through payroll adjustment; and/or
 4. Other means, as may be mutually agreed to between the parties.
- C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the City pay period two (2) years prior to the date that either City or the employee gives written notice to the other that a payment error has occurred.

ARTICLE XXII. PERFORMANCE EVALUATIONS

- A. Upon request of Local 39, the City agrees to provide Local 39 with an annual report identifying the step increase effective dates for Local 39 represented employees.
- B. Effective January 1, 2022, whichever is sooner, this section supersedes Personnel Rule 3.11.030 C (1) only where salary Step A is paid upon initial employment, the employee shall become eligible for advancement to Step B upon their anniversary date, based on demonstrated satisfactory job progress and normal increased productivity. No salary step advancement shall be granted unless recommended by the department head and approved by the City Manager.

ARTICLE XXIII. REMOTE E-MAIL ACCESS

Employees will be allowed to enter into a remote email access agreement with the City of Roseville as described in Administrative Regulation 1.04.2. Local 39 understands that this voluntary policy is being adopted for employee convenience and no compensation will be provided to employees as a result of their incidental access to the City's email system.

ARTICLE XXIV. SELECTIVE RECRUITMENT AND CERTIFICATION OF EMPLOYMENT LISTS FOR FUNCTIONAL AREAS

Certification provisions shall be governed pursuant to Roseville Municipal Code Section 3.05.010 and 3.05.110, except for situations where, as determined by the Human Resources Director, class specifications specify functional areas, the following may apply:

- A. Selective recruitment and certification may be based on special skills and experience that are defined by designated functional areas for a classification. Individual employment lists can be created for each functional area, at the sole discretion and determination of the Human Resources Director. The position for which selective recruitment and certification is utilized must perform duties requiring the specialized skills identified for the functional area.
- B. A department needing selective certification for functional areas shall submit its request to the Human Resources Director. The department requesting selective certification must substantiate that the functional area skills are a requirement of the position. The special duties involved must be defined specifically. The primary duties must cover the


specific tasks which typically would be performed by persons selectively certified because of the special skills they possess.

- C. The Human Resources Director must approve use of selective recruitment and certification for the special skills, which is required in some, but not all, positions in a classification. After the Human Resources Director has approved selective certification for particular skillsets in a job classification, no further action is required to apply the selective recruitment and certification to positions in the classification. The principal duties shall be included on the job specification.
- D. The special skill required must be included in the examination announcement and tested as part of the examination process.
- E. Each functional area may result in a separate recruitment and resulting employment list. Separate employment lists may be established for each functional area approved for a classification. The functional area employment list will be identified by a classification title with the special skill involved appearing in parenthesis following the title.

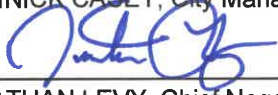
EXECUTION

The provisions cited above represent agreements made in conjunction with a negotiated settlement between the City of Roseville and the International Union of Operating Engineers, Stationary Engineers, Local No. 39, and such provisions shall be contained in a current Memorandum of Understanding signed by duly authorized representatives of the City and Stationary Engineers, Local No. 39. Such provisions shall be valid for the period January 1, 2024 through December 31, 2027 as agreed to by the employer-employee representatives whose signatures appear on the attached page on behalf of their respective representation. Both parties understand that all other terms and conditions of employment will remain the same during the length of this Agreement.

CITY OF ROSEVILLE



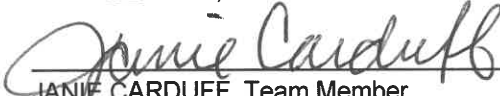
DOMINICK CASEY, City Manager



JONATHAN LEVY, Chief Negotiator



RYAN DEVORE, Team Member



JANIE CARDUFF, Team Member



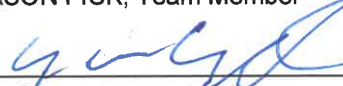
JEFF NERESON, Team Member




MARK JOHNSON, Team Member



JASON FICK, Team Member




ERIC CAMPBELL, Team Member



BRIAN CRAIGHEAD, Team Member




LISA GIST, Team Member




CHALYN FERGUSON, Team Member

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 39



BART FLORENCE, Business Manager



JEFF GLADIEUX, President



BRANDY JOHNSON, Director of Public Employees



STEPHEN HATCH, Chief Negotiator



BALRAJ RANDHAWA, Team Member




LAWRENCE REYES, Team Member



RICK LEAL, Team Member



LEILANI BAROMAN, Team Member



RAY BOUKNIGHT, Team Member



CRAIG FIRENZE-TESSENDORFF, Team Member



MIKE KARMAZIN, Team Member



GARY HURLBUT, Team Member

APPENDIX "A"

ACCOUNTANT I
ACCOUNTANT II
ADMINISTRATIVE SUPERVISOR
ADMINISTRATIVE TECHNICIAN
AQUATICS MAINTENANCE TECH
ARBORIST TECHNICIAN
ASSOC ENGINEER
ASSOC ENGINEER (PE)
ASSOC PLANNER
ASST CHILD CARE SITE COORD
ASST ENGINEER
ASST PLANNER
BLDG INSPECTOR I
BLDG INSPECTOR II
BLDG MAINTENANCE AIDE
BLDG MAINTENANCE WORKER I
BLDG MAINTENANCE WORKER II
BLDG PLANS EXAMINER I
BLDG PLANS EXAMINER II
BUSINESS SYSTEMS ANALYST I
BUSINESS SYSTEMS ANALYST II
BUYER I
BUYER II
CHILD CARE SITE COORDINATOR
CITY CLERK TECHNICIAN I
CITY CLERK TECHNICIAN II
CODE ENFORCEMENT INSPECTOR I
CODE ENFORCEMENT INSPECTOR II
COMMUNITY RELATIONS ANALYST
CONSTRUCTION INSPECTION SUPV
CONSTRUCTION INSPECTOR I
CONSTRUCTION INSPECTOR II
COURIER
CUSTODIAN
DATA MANAGEMENT SPECIALIST I
DATA MANAGEMENT SPECIALIST II
DATABASE ANALYST I
DATABASE ANALYST II
DEPUTY CITY CLERK I
DEPUTY CITY CLERK II
DEVELOPMENT SERVICES BUSINESS ANALYST I
DEVELOPMENT SERVICES BUSINESS ANALYST II
DEVELOPMENT TECHNICIAN I
DEVELOPMENT TECHNICIAN II
DIGITAL CONTENT ANALYST
ENERGY PROGRAM TECHNICIAN
ENGINEERING TECHNICIAN I
ENGINEERING TECHNICIAN II
ENVIRONMENTAL COMPL SPEC I
ENVIRONMENTAL COMPL SPEC II
EQUIPMENT SERVICEMAN
ERP BUSINESS ANALYST I
ERP BUSINESS ANALYST II

FINANCE CLERK I
FINANCE CLERK II
FINANCE TECHNICIAN I
FINANCE TECHNICIAN II
FLEET MANAGEMENT TECHNICIAN
FLEET SERVICES PARTS BUYER
GIS ANALYST I
GIS ANALYST II
GIS TECHNICIAN I
GIS TECHNICIAN II
GRAPHIC DESIGNER
HOUSING ANALYST I
HOUSING ANALYST II
HOUSING TECHNICIAN I
HOUSING TECHNICIAN II
INDUSTRIAL WASTE ANALYST
INDUSTRIAL WASTE TECHNICIAN
INTERPRETIVE SRVCS SPECIAL I
INTERPRETIVE SRVCS SPECIAL II
IRRIGATION TECHNICIAN
IT ANALYST I
IT ANALYST II
IT TECHNICIAN I
IT TECHNICIAN II
JR ENGINEER
LABORATORY ANALYST I
LABORATORY ANALYST II
LABORATORY TECHNICIAN I
LABORATORY TECHNICIAN II
LIBRARIAN I
LIBRARIAN II
LIBRARY ASSISTANT I
LIBRARY ASSISTANT II
LIBRARY TECHNICIAN
MARKETING & COMMUNIC ANLYST I
MARKETING & COMMUNIC ANLYST II
MECHANIC I
MECHANIC II
METER READER
METER SERVICE WORKER
MUSEUM ASSISTANT
NATURAL RESOURCE SPECIALIST I
NATURAL RESOURCE SPECIALIST II
NATURAL RESOURCES WORKER I
NATURAL RESOURCES WORKER II
OFFICE ASSISTANT I
OFFICE ASSISTANT II
ORGANIC TRUCK DRIVER
PARKS MAINTENANCE WORKER I
PARKS MAINTENANCE WORKER II
PARKS PROJECT TECHNICIAN
PARKS REC & LIBRARIES TECH
PARKS,REC&LIB COORDINATOR I
PARKS,REC&LIB COORDINATOR II
PASSPORT/LIVESCAN AGENT

PERMIT TECHNICIAN I
PERMIT TECHNICIAN II
PROJECT COORDINATOR
RECREATION LEADER
RECYCLING & ORGANICS COORDNTR
REFUSE MAINT. WORKER I
REFUSE MAINT. WORKER II
REFUSE TRUCK DRIVER I
REFUSE TRUCK DRIVER II
SECURITY ANALYST I
SECURITY ANALYST II
SECURITY ARCHITECT
SOLID WASTE BILLING TECHNICIAN
SR ACCOUNTANT
SR BUILDING INSPECTOR
SR BUILDING MAINTENANCE WORKER
SR BUILDING PLANS EXAMINER
SR BUYER
SR CODE ENFORCEMENT INSPECTOR
SR CONSTRUCTION INSPECTOR
SR CUSTODIAN
SR ENGINEERING TECHNICIAN
SR FINANCE CLERK
SR FINANCE TECHNICIAN
SR HOUSING TECHNICIAN
SR INTERPRETIVE SRVCS SPECIAL
SR IT TECHNICIAN
SR LABORATORY ANALYST
SR MECHANIC
SR METER SERVICE WORKER
SR NATURAL RESOURCES WORKER
SR PARKS MAINTENANCE WORKER
SR PERMITS TECHNICIAN
SR REFUSE TRUCK DRIVER
SR SOLID WASTE BILLING TECH
SR STREET MAINTENANCE WORKER
SR TREE TRIMMER
SR UTILITY CUSTOMER SERVICE SPECIALIST
SR UTILITY BILLING CUSTOMER SERVICE FIELD REPRESENTATIVE
SR WAREHOUSE WORKER
STREET MAINTENANCE WORKER I
STREET MAINTENANCE WORKER II
STREET SWEEPER OPERATOR
SYSTEMS ARCHITECT
TRANSPORTATION GRANTS ANALYST
TRANSPORTATION TECHNICIAN I
TRANSPORTATION TECHNICIAN II
TREE TRIMMER I
TREE TRIMMER II TURF AND SPORTS FIELD TECHNICIAN
UTILITY BILLING ANALYST I
UTILITY BILLING ANALYST II
UTILITY BILLING CUSTOMER SERVICE FIELD REPRESENTATIVE I
UTILITY BILLING CUSTOMER SERVICE FIELD REPRESENTATIVE II
UTILITY CUSTOMER SERVICE REPRESENTATIVE I
UTILITY CUSTOMER SERVICE REPRESENTATIVE II

UTILITY CUSTOMER SERVICE SPECIALIST I
UTILITY CUSTOMER SERVICE SPECIALIST II
VEHICLE MAINT SERVICEMAN
VIDEO & MULTIMEDIA TECHNICIAN
WAREHOUSE WORKER I
WAREHOUSE WORKER II
WASTE SERVICES CLERK I
WASTE SERVICES CLERK II
WASTE SERVICES FIELD ENFORCEMENT INSPECTOR
WATER QUALITY TECHNICIAN
WATER TRMT PLT OPR GD I 24HR
WATER TRMT PLT OPR GD I 8HR
WATER TRMT PLT OPR GD II 24HR
WATER TRMT PLT OPR GD II 8HR
WATER TRMT PLT OPR GD III 24HR
WATER TRMT PLT OPR GD III 8HR
WSTWTR TRMT PLT OPR GD I
WSTWTR TRMT PLT OPR GD II
WSTWTR TRMT PLT OPR GD III 8HR
WSTWTR TRMT PLT OPR GD III 24HR
WSTWTR TRMT PLT OPR IV
YOUTH DEV PROG COORD

