

**SIDE LETTER AGREEMENT
BETWEEN THE
ROSEVILLE POLICE ASSOCIATION

AND
THE CITY OF ROSEVILLE
RELATED TO RELEASE TIME BANK**

The City of Roseville (hereinafter referred to as “City”) and the Roseville Police Association (hereinafter referred to as “RPA”) entered into a Memorandum of Understanding (“MOU”) with a term beginning on January 1, 2024, and terminating on December 31, 2027. The City and RPA are collectively referred to herein as the “Parties.”

Background and Overview

The Parties hereby agree to the terms of this Side Letter Agreement (“SLA”), in response to a request by RPA in March 2024 to determine the number of hours in the RPA release time bank. The City and RPA determined that the process of RPA represented employees donating one hour of vacation each year to the RPA release time bank as described in the Article 9. Association/City Issues, Article XV., G. 1. was suspended several years ago when the release time bank was at or over 200 hours.

To reestablish the release time bank, the City and RPA met and conferred and agreed that the City would recreate the release time bank in the City’s timekeeping system with a balance of thirty-five (35) hours, to be available as of October 1, 2024, and to reinstate the annual donation of member vacation hours to the RPA release time bank following Article 9. Association/City Issues, Article XV., G. 1. in January 2025.

Additionally, the City and RPA mutually agree to modify the RPA MOU, Chapter 9. Association/City Issues, Article XV. Employee Release Time as follows:

- A. The City recognizes and agrees to deal with designated representatives of RPA on all matters related to grievances.
- B. A written list of all RPA representatives shall be furnished to the City immediately after their designation and RPA shall notify the City promptly of any change of representatives.
- C. An aggrieved employee shall be allowed reasonable release time for the purpose of attending administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.
- D. Upon request of an employee an RPA representative shall be allowed reasonable release time for the purpose of representing the employee in all administrative or Skelly hearings or an internal affairs investigation during working hours without loss of compensation subject to prior notification and approval by his/her immediate supervisor.
- E. Employee release time hours are not to be considered to be hours worked for overtime purposes.
- F. Employees are entitled to representation in accordance with the provisions of this Agreement and Government Code Section 3300 et seq.

- G. The City and RPA agree to continue an RPA Time Bank for use by employees for the sole purpose of performing or conducting association business subject to the following conditions:
1. RPA members must donate one (1) hour each year of vacation hours from an association member's accrued leave balance for such hours, except as provided in G.2. below. Such donation shall be non-revocable and not returnable to the employee. Donations will be allowed only during January of each year.
 2. The maximum number of hours any member shall donate is one (1) hour per year. Any remaining unused hours in the time bank on December 31st shall be carried over into the next calendar year. The maximum number of banked hours that can be accrued is two hundred (200). If donating one (1) hour by each RPA represented employee in January of each year would cause the time bank to be over two hundred (200) hours, then only a prorated, equal amount to be as near to two hundred (200) hours but without going over two hundred (200) hours, will be donated by each employee.
 3. Time bank hours shall not be used without prior approval of RPA representatives. All time submitted to payroll for reimbursement from the bank must have RPA and department approval. The Human Resources and Finance Departments will be responsible for processing the appropriate donation forms and any payment(s).
 4. RPA members assume any tax liability for being assessed vacation or CTO hours and/or using Time Bank Hours. Hours donated to association members shall not be considered time worked for overtime, retirement or any other benefit purpose. However, any donated hours will be subject to applicable state and federal payroll taxes.

The specific provisions contained in this SLA are intended to supersede any previous agreements, whether oral or written, regarding the matter contained in this SLA.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA").

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the City's MOU and SLAs with the RPA remain in full force and effect.

CITY OF ROSEVILLE




Dominick Casey, City Manager

Date

10/31/2024

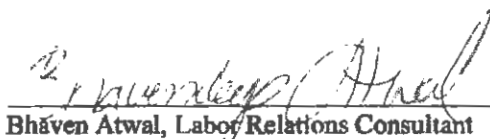
ROSEVILLE POLICE ASSOCIATION



Theresa O'Reilly-Hembree, President

Date

10/16/2024



Bhaven Atwal, Labor Relations Consultant

Date

10/31/2024