

# Master Memorandum of Understanding

## International Brotherhood of Electrical Workers, Local 1245



**Term of Agreement:**  
May 1, 2022 – April 30, 2026

# Table of Contents

|                                                                                     |               |
|-------------------------------------------------------------------------------------|---------------|
| <b>CHAPTER 1. ADMINISTRATIVE .....</b>                                              | <b>1</b>      |
| ARTICLE I. PARTIES TO UNDERSTANDING .....                                           | 1             |
| ARTICLE II. RECOGNITION .....                                                       | 1             |
| ARTICLE III. STATE LAW COMPLIANCE.....                                              | 1             |
| ARTICLE IV. CITY COUNCIL APPROVAL.....                                              | 1             |
| ARTICLE V. CONTINUATION OF BENEFITS .....                                           | 1             |
| ARTICLE VI. SEVERABILITY OF AGREEMENT .....                                         | 1             |
| ARTICLE VII. TERM OF UNDERSTANDING.....                                             | 2             |
| <br><b>CHAPTER 2. COMPENSATION.....</b>                                             | <br><b>3</b>  |
| ARTICLE I. SALARIES .....                                                           | 3             |
| ARTICLE II. OVERTIME .....                                                          | 9             |
| ARTICLE III. CALL BACK .....                                                        | 10            |
| ARTICLE IV. SERVICE TERM BONUS.....                                                 | 11            |
| ARTICLE V. PROMOTION .....                                                          | 12            |
| ARTICLE VI. STANDBY.....                                                            | 12            |
| ARTICLE VII. WORKING OUT OF CLASS (Refer to Personnel Rules Section 3.07.080) ..... | 12            |
| ARTICLE VIII. PAYROLL ERRORS .....                                                  | 14            |
| <br><b>CHAPTER 3. LEAVES.....</b>                                                   | <br><b>15</b> |
| ARTICLE I. VACATION LEAVE .....                                                     | 15            |
| ARTICLE II. HOLIDAYS .....                                                          | 16            |
| ARTICLE III. SICK LEAVE .....                                                       | 17            |
| ARTICLE IV. CATASTROPHIC LEAVE.....                                                 | 18            |
| ARTICLE V. DISABILITY LEAVE .....                                                   | 18            |
| ARTICLE VI. MILITARY LEAVE .....                                                    | 18            |
| ARTICLE VII. JURY DUTY LEAVE.....                                                   | 19            |
| ARTICLE VIII. COMPENSATORY TIME .....                                               | 19            |
| ARTICLE IX. PERSONAL LEAVE TIME.....                                                | 19            |
| <br><b>CHAPTER 4. INSURANCE BENEFITS .....</b>                                      | <br><b>21</b> |
| ARTICLE I. MEDICAL AND DENTAL BENEFITS .....                                        | 21            |
| ARTICLE II. RETIREE HEALTH BENEFITS .....                                           | 23            |
| ARTICLE III. LONG TERM DISABILITY .....                                             | 25            |
| ARTICLE IV. LIFE INSURANCE.....                                                     | 26            |
| ARTICLE V. EMPLOYEE ASSISTANCE PROGRAM .....                                        | 26            |
| <br><b>CHAPTER 5. RETIREMENT.....</b>                                               | <br><b>27</b> |
| ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM .....                                | 27            |
| ARTICLE II. DEFERRED COMPENSATION.....                                              | 28            |
| <br><b>CHAPTER 6. HOURS, SCHEDULES, MEALS .....</b>                                 | <br><b>29</b> |
| ARTICLE I. GENERAL HOURS OF WORK .....                                              | 29            |
| ARTICLE II. INCLEMENT WEATHER SCHEDULE .....                                        | 29            |
| ARTICLE III. REST PERIODS .....                                                     | 30            |
| ARTICLE IV. SPECIAL DUTY ASSIGNMENTS .....                                          | 31            |
| ARTICLE V. MEALS .....                                                              | 31            |

|                                                                                               |           |
|-----------------------------------------------------------------------------------------------|-----------|
| <b>CHAPTER 7. MISCELLANEOUS ISSUES.....</b>                                                   | <b>33</b> |
| ARTICLE I. UNIFORMS AND SAFETY EQUIPMENT .....                                                | 33        |
| ARTICLE II. UNION SECURITY AND MEMBERSHIP .....                                               | 35        |
| ARTICLE III. CERTIFICATION OF ELIGIBLES AND APPOINTMENTS .....                                | 36        |
| ARTICLE IV. CAUSES FOR DISCIPLINE .....                                                       | 37        |
| ARTICLE V. GRIEVANCES - GENERAL AND PROCEDURES .....                                          | 38        |
| ARTICLE VI. MINIMUM SCORES AND COMPUTATIONS .....                                             | 38        |
| ARTICLE VII. CITY MANAGEMENT RIGHTS.....                                                      | 39        |
| ARTICLE VIII. NON-DISCRIMINATION .....                                                        | 40        |
| ARTICLE IX. ADMINISTRATION OF APPRENTICESHIP PROGRAMS IN ELECTRIC<br>UTILITY DEPARTMENT ..... | 40        |
| ARTICLE X. UNION ORIENTATION .....                                                            | 43        |
| ARTICLE XI. EDUCATIONAL REIMBURSEMENT .....                                                   | 43        |
| ARTICLE XII. ALCOHOL AND DRUG POLICY.....                                                     | 43        |
| ARTICLE XIII. UNION RELEASE TIME REIMBURSEMENT .....                                          | 43        |
| <br><b>APPENDIX “A” “A2” IBEW LOCAL 1245 CLASSES .....</b>                                    | <b>46</b> |
| <br><b>APPENDIX “B” TWELVE HOUR SHIFT- SPECIFIC PROVISIONS .....</b>                          | <b>48</b> |
| <br><b>APPENDIX “C” SURVEY AGENCIES .....</b>                                                 | <b>50</b> |
| <br><b>APPENDIX “D” BENCHMARK CLASSES .....</b>                                               | <b>51</b> |
| <br><b>APPENDIX “X” MAP .....</b>                                                             | <b>52</b> |
| <br><b>APPENDIX “Y” DRUG AND ALCOHOL POLICY .....</b>                                         | <b>53</b> |

# **MASTER MEMORANDUM OF UNDERSTANDING**

## **CHAPTER 1. ADMINISTRATIVE**

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

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

### **ARTICLE II. RECOGNITION**

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

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

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

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

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

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

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

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

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

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

This Memorandum of Understanding incorporates all modifications regarding wages, hours and other terms and conditions of employment. This Memorandum of Understanding shall be effective May 1, 2022, and shall expire on April 30, 2026. All existing benefits shall continue in full force until a subsequent agreement is reached. Should either party desire to commence the Meet and Confer process for the next subsequent Memorandum of Understanding, they shall notify the other in writing no earlier than one hundred twenty (120) days prior to the expiration date of this Agreement. With the parties' mutual agreement, the notification and Meet and Confer process may begin earlier than one hundred twenty (120) days prior to the expiration date of this Agreement.

## **CHAPTER 2. COMPENSATION**

### **ARTICLE I. SALARIES**

#### **A. SALARY**

1. Labor Market Adjustments: Effective May 7, 2022, the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% or the Labor Market Adjustment listed below if the Labor Market Adjustment is greater than 2%:

| <b>CLASS TITLE</b>                                           | <b>Salary<br/>Schedule<br/>B %<br/>Change</b> | <b>Salary<br/>Schedule<br/>A %<br/>Change</b> |
|--------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------|
| Electric Apprentice Line Technician                          | 6.31%                                         | 6.31%                                         |
| Electric Apprentice Metering System Technician               | 6.03%                                         | 6.03%                                         |
| Electric Apprentice Substation Technician                    | 6.50%                                         | 6.50%                                         |
| Electric Drafting Technician I                               | 6.74%                                         | 6.74%                                         |
| Electric Drafting Technician II                              | 6.74%                                         | 6.74%                                         |
| Electric Engineering Technician I                            | 9.91%                                         | 9.91%                                         |
| Electric Engineering Technician II                           | 9.91%                                         | 9.91%                                         |
| Electric Line Technician                                     | 6.31%                                         | 6.31%                                         |
| Electric Line Troubleshooter                                 | 8.83%                                         | 8.83%                                         |
| Electric Materials Technician I                              | 8.18%                                         | 8.18%                                         |
| Electric Materials Technician II                             | 8.18%                                         | 8.18%                                         |
| Electric Metering System Technician                          | 6.02%                                         | 6.02%                                         |
| Electric Pre-Apprentice                                      | 6.31%                                         | 6.31%                                         |
| Electric Preventive Data System Technician                   | 8.18%                                         | 8.18%                                         |
| Electric Substation Technician                               | 6.50%                                         | 6.50%                                         |
| Electric System Dispatcher                                   | 6.30%                                         | 6.30%                                         |
| Electric Technology System Technician                        | 5.18%                                         | 5.18%                                         |
| Electric Utility Inspection Technician                       | 6.30%                                         | 6.30%                                         |
| Electronics Technician I                                     | 6.46%                                         | No LMA                                        |
| Electronics Technician II                                    | 6.46%                                         | No LMA                                        |
| Environmental Utilities Instrument and Control Technician I  | 6.46%                                         | No LMA                                        |
| Environmental Utilities Instrument and Control Technician II | 6.46%                                         | No LMA                                        |
| Generation Maintenance Scheduler-Coordinator                 | 8.18%                                         | 8.18%                                         |
| Instrument and Control Technician                            | 5.17%                                         | 5.17%                                         |
| Materials Technician                                         | 5.56%                                         | 5.56%                                         |
| Plant and Equipment Maintenance Worker I                     | 5.56%                                         | 5.56%                                         |
| Plant and Equipment Maintenance Worker II                    | 5.56%                                         | 5.56%                                         |

|                                              |        |        |
|----------------------------------------------|--------|--------|
| Plant and Equipment Mechanic I               | 5.56%  | 5.56%  |
| Plant and Equipment Mechanic II              | 5.57%  | 5.57%  |
| Power Engineer I                             | 3.16%  | 3.16%  |
| Power Engineer II                            | 3.16%  | 3.16%  |
| Power Plant Engineer I                       | 3.16%  | 3.16%  |
| Power Plant Engineer II                      | 3.16%  | 3.16%  |
| Power Plant Mechanic                         | 5.18%  | 5.18%  |
| Power Plant Operator Technician I            | 5.18%  | 5.18%  |
| Power Plant Operator Technician II           | 5.18%  | 5.18%  |
| Predictive Maintenance Technician I          | 6.46%  | No LMA |
| Predictive Maintenance Technician II         | 6.46%  | No LMA |
| Preventative Maintenance Coordinator         | 18.29% | 18.29% |
| Preventative Maintenance Technician I        | 6.46%  | 3.73%  |
| Preventative Maintenance Technician II       | 6.46%  | 3.73%  |
| SCADA System Technician                      | 6.46%  | No LMA |
| Senior Electric Line Technician              | 6.30%  | 6.30%  |
| Senior Electric Materials Technician         | 8.18%  | 8.18%  |
| Senior Electric Metering Systems Technician  | 6.02%  | 6.02%  |
| Senior Electric Substation Technician        | 6.51%  | 6.51%  |
| Senior Electric System Dispatcher            | 6.30%  | 6.30%  |
| Senior Electronic Technician                 | 6.46%  | No LMA |
| Senior Plant and Equipment Mechanic          | 5.56%  | 5.56%  |
| Senior Power Plant Operator Technician       | 5.18%  | 5.18%  |
| Senior Preventative Maintenance Technician   | 6.46%  | No LMA |
| Senior SCADA System Technician               | 6.46%  | No LMA |
| Senior Wastewater Utility Maintenance Worker | 3.27%  | 3.27%  |
| Senior Water Distribution Worker             | 3.27%  | 3.27%  |
| Traffic Signal Maintenance Worker I          | 3.46%  | 3.46%  |
| Traffic Signal Maintenance Worker II         | 3.46%  | 3.46%  |
| Wastewater Utility Maintenance Worker I      | 3.46%  | 3.46%  |
| Wastewater Utility Maintenance Worker II     | 3.46%  | 3.46%  |
| Water Conservation Specialist                | 3.27%  | 3.27%  |
| Water Conservation Worker I                  | 3.46%  | 3.46%  |
| Water Conservation Worker II                 | 3.46%  | 3.46%  |
| Water Distribution Worker I                  | 3.46%  | 3.46%  |
| Water Distribution Worker II                 | 3.46%  | 3.46%  |

2. **Labor Market Adjustments:** Effective the first full pay period in May 2023, May 2024, and May 2025:

The parties agree to use the survey agencies agreed upon for the 2021 Labor Market Study and pull the Total Compensation study survey data effective as of January 1st of the applicable calendar year. The Total Compensation Study shall be based on the same salary and benefit elements and methodology used in the 2022 Total Compensation Study for each classification, which include:

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

a. **2023 Labor Market Adjustments**

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2023. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2023. Wage increases, if applicable, for the surveyed electric utilities classifications that are behind the 75<sup>th</sup> percentile and the environmental utilities and public works classifications that are behind the 55<sup>th</sup> percentile of the total compensation market, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2023 for Salary Schedule B and Salary Schedule A or the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% for both Salary Schedule A and B, whichever is greater.

b. **2024 Labor Market Adjustments**

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2024. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2024. Wage increases, if applicable, for the surveyed electric utilities classifications that are behind the 75<sup>th</sup> percentile and the environmental utilities and public works classifications that are behind the 55<sup>th</sup> percentile of the total compensation market, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2024 for Salary Schedule B and



Salary Schedule A or the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% for both Salary Schedule A and B, whichever is greater.

c. **2025 Labor Market Adjustments**

The Total Compensation Study will be prepared at the City's expense and the City will provide a draft of the result of the Total Compensation Study to IBEW Local 1245 for comments and to review for accuracy no later than March 1, 2025 for the 2025 Labor Market Adjustments. IBEW Local 1245 will provide any comments regarding the accuracy of the Total Compensation Survey no later than April 1, 2025. Wage increases, if applicable, for the surveyed electric utilities classifications that are behind the 75<sup>th</sup> percentile and the environmental utilities and public works classifications that are behind the 55<sup>th</sup> percentile of the total compensation market, and their related internal relationships, will be implemented by an amount to match the applicable percentile in the market in the first full pay period in May 2025 for Salary Schedule B and Salary Schedule A or the base hourly rate for all classifications listed in Appendix "A" "A2" will be increased by 2% for both Salary Schedule A and B, whichever is greater.

3. **Annual Merit Step Increases**

- A. Effective January 9, 2016, all employees hired before January 1, 2016 will remain on salary schedule (A) for all listed classifications in the bargaining unit. All such employees will continue on this salary schedule when promoted or transferred to other classifications within the bargaining unit.
- B. Effective January 9, 2016, salary schedule (B) will apply to new hires for all listed classifications in the bargaining unit. 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.
- C. **Salary Schedule B Salary Ranges: Reduce from 15 steps to 12 steps:** Effective May 7, 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, maintaining the same top and bottom salary steps.
- D. 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.

**B. REGISTRATION AND CERTIFICATION PAY**

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

3. Employees in the classifications of Electronic Technician I/II or Senior Electronic Technician may be compensated by a maximum of three percent (3%) for the following certifications as specified. Employees who obtain and maintain an International Municipal Signal Association (IMSA) Traffic Signal Level III certification will be compensated at a rate of one percent (1%) higher than their base hourly rate. Employees who obtain and maintain a Certified Fiber Optic Installer (4 day program) certificate will be compensated at a rate of two percent (2%) higher than their base hourly rate and employees who obtain and maintain a CompTIA Server+ certification will be compensated at a rate of two percent (2%) higher than their base hourly rate.
4. Management staff will designate the number of employees who need to obtain and maintain a crane certification. The designated employees will be compensated at a rate of two and one-half percent (2.5%) higher than their base hourly rate.
5. Management staff will designate the number of employees who need to maintain a DOT Tanker Endorsement based on operational needs. The designated employees who possess the required DOT Tanker Endorsement will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.
6. Management staff will designate the number of employees who need to possess a USA Locates certification based on operational needs. The designated employees who possess the required USA Locates certification will be compensated at a rate of one percent (1%) higher than their base hourly pay rate.
7. Management staff will designate the number of utilities maintenance employees who need to obtain and maintain CWEA Mechanical Technologist (Grade 2, 3) or CWEA Electrical/Instrumentation Technologist (Grade 2, 3) certification. The designated employees will be compensated at a rate of one percent (1%) higher than their base hourly rate for grade 2 certification and two percent (2%) higher for grade 3 certification. Employees may be compensated by a maximum of three percent (3%) for the above specified certifications. The certification pay may be designated where needed for the following classifications: Plant & Equipment Mechanic I/II, Senior Plant & Equipment Mechanic, Preventative Maintenance Technician I/II, Senior Preventative Maintenance Technician, EU Instrument and Control Technician I/II, SCADA System Technician, Senior SCADA System Technician, and Predictive Maintenance Technician I/II.
8. Management staff in the Environmental Utilities Department will designate the number of employees to maintain their Class A driver's license and operate Class A vehicles/equipment as needed based on the business needs of the City. Once certified, the designated employees will be compensated at a rate of three percent (3%) higher than their base hourly rate.
9. Represented employees in the Environmental Utilities Department will have the ability to earn a maximum of three percent (3%) in certification pay based on the certifications for each classification in the chart below:

|                                             | <b>Water Distribution</b>                                                                      | <b>%</b> | <b>Wastewater Collection</b>                  | <b>%</b>        |
|---------------------------------------------|------------------------------------------------------------------------------------------------|----------|-----------------------------------------------|-----------------|
| <b>Senior</b>                               | Cross Connection Control Specialist                                                            | 1%       | CWEA Grade 3 or Grade 4 (cumulative)          | 1%              |
|                                             | Backflow Tester Certification                                                                  | 1%       | Collection System Maintenance                 | 1%              |
|                                             | Distribution Operator Grade 4 or Grade 5 (SWRCB)(cumulative)                                   | 1%       | Environmental Compliance Inspection           | 1%              |
|                                             | Treatment Operator Grade 1, 2, 3, 4, or 5 (SWRCB) (non-cumulative)                             | 1%       |                                               |                 |
|                                             | Water Sampler Certification                                                                    | 1%       |                                               |                 |
| <b>Worker I and II</b>                      | Cross Connection Control Specialist                                                            | 1%       | CWEA Grade 2, Grade 3 or Grade 4 (cumulative) | 1%              |
|                                             | Backflow Tester Certification                                                                  | 1%       | Collection System Maintenance                 | 1%              |
|                                             | Conservation Certification                                                                     | 1%       | Environmental Compliance Inspection           | 1%              |
|                                             | Distribution Operator, Grade 3, 4 or 5 (SWRCB) (cumulative)                                    | 1%       |                                               |                 |
|                                             | Treatment Operator Grade 1, 2, 3, 4, or 5 (non-cumulative)                                     | 1%       |                                               |                 |
|                                             | <b><u>Water Efficiency</u></b>                                                                 |          |                                               | <b><u>%</u></b> |
| <b><u>Water Conservation Worker II</u></b>  | <u>Water Use Efficiency Practitioner Grade 1, 2, 3 (AWWA) (cumulative)</u>                     |          |                                               | <u>1%</u>       |
|                                             | <u>Qualified Water Efficient Landscaper (QWEL)</u>                                             |          |                                               | <u>1%</u>       |
|                                             | <u>Distribution Operator Grade 2 (SWRCB) Employees appointed after 5/1/22 are not eligible</u> |          |                                               | <u>1%</u>       |
| <b><u>Water Conservation Worker I</u></b>   | <u>Water Use Efficiency Practitioner Grade 1, 2 (AWWA) (non-cumulative)</u>                    |          |                                               | <u>1%</u>       |
|                                             | <u>Qualified Water Efficient Landscaper (QWEL)</u>                                             |          |                                               | <u>1%</u>       |
|                                             | <u>Distribution Operator Grade 1,2 (SWRCB) (non-cumulative)</u>                                |          |                                               | <u>1%</u>       |
|                                             | <u>Certified Landscape Irrigation Auditor (CLIA)</u>                                           |          |                                               | <u>1%</u>       |
| <b><u>Water Conservation Specialist</u></b> | <u>Water Use Efficiency Practitioner Grade 2, 3 (AWWA) (cumulative)</u>                        |          |                                               | <u>1%</u>       |
|                                             | <u>Qualified Water Efficient Landscaper (QWEL)</u>                                             |          |                                               | <u>1%</u>       |
|                                             | <u>Distribution Operator Grade 2 (SWRCB)</u>                                                   |          |                                               | <u>1%</u>       |

**C. SPANISH SPEAKING PAY DIFFERENTIAL**

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

**D. FUTURE SALARY INCREASES**

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

**ARTICLE II. OVERTIME**

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

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

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

For purposes of this section, holidays, sick leave, vacation, Personal Leave Time (PLT) compensatory time off (CTO), and floating holidays are time worked for purposes of computing overtime. The following leave hours are not to be considered to be hours worked for purposes of computing overtime: Workers' Compensation, leave without pay requested by the employee, suspension or disciplinary action and a short work week worked by a new employee.

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

- B. Incidental overtime, defined here as less than eight (8) minutes nonrecurring extension of the workday/shift, is not compensable in any form.
- C. Overtime shall be compensable in increments of fifteen (15) minutes.
- D. Overtime shall be compensable at the rate of one and one-half (1 ½) the employee's base hourly rate except as noted in Subsection F or G of this section.
- E. Shift Extension. If an employee is called to work early or is worked beyond their normal work shift, compensation for overtime shall be calculated in accordance with Subsection C of this section.

- F. Regular employees working outside of their regularly scheduled shift in the Department shall be compensated at double the employee's base hourly rate when working between the hours of 8:00 p.m. to 6:00 a.m. Overtime hours worked before or after the hours noted above will be paid in accordance with Subsection D.
- G. A non-shift employee shall be compensated at double the employee's base hourly rate when working on a scheduled holiday. A shift employee who works on a holiday shall be compensated in accordance with Subsection D.
- H. An employee responding to a call for assistance from an outside agency (Mutual Aid Agreement) shall be compensated at double the employee's base hourly rate.
- I. Compensatory Time Off (CTO): Maximum accumulation of compensatory time shall be reduced as follows:
  - a. Effective January 1, 2020, the maximum accumulation of CTO shall be one hundred sixty (160) hours;
  - b. Employees with CTO balances above the maximum cap on January 1, 2020 shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap identified above that respective year.

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

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

#### **ARTICLE IV. SERVICE TERM BONUS**

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

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

- B. Such service term bonus shall be included in each eligible employee's bi-weekly payroll.
- C. Employees hired after May 5, 2012 will not be eligible for the service term bonus.
- D. Effective February 17, 2007, for employees hired on or before May 5, 2012, the following certification pays will be calculated on longevity and reported to CalPERS as special compensation.

Backflow Tester Cert  
Collection Sys Maint Cert  
Commercial Drivers License Cert  
Crane Operator Cert  
Cross Connection Cert  
CWEA Grade 1 Worker 2 Cert  
CWEA Grade 2 Worker 2 Cert  
CWEA Grade 3 or 4 Cert  
DOHS Grade 4 Cert  
DOHS Grade 5 Cert  
Environmental Compliance Cert  
NERC Cert  
Professional Engineers Cert  
Treatment Grade Operator Cert  
WUEP Grade 1 Cert  
WUEP Grade 2 Cert  
WUEP Grade 3 Cert  
Conservation Cert  
Landscape Irrigation Auditor Cert  
DOHS Grade 1 Cert  
DOHS Grade 2 Cert  
DOHS Grade 3 Cert  
DOHS Grade 4 Cert  
DOHS Grade 5 Cert

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

## **ARTICLE V. PROMOTION**

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

## **ARTICLE VI. STANDBY**

The following provisions and EOP 2.0 City Standby Policy apply to represented employees. The number of available employees assigned to serve the standby needs of the department determines the application of provision A below.

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

|                          |                                      |
|--------------------------|--------------------------------------|
| Monday-Friday Standby    | 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   |

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

B. Employees will be provided a cell phone when assigned to standby, if requested by the employee.

C. The department shall make standby assignments voluntary whenever practical.

D. The City reserves the right to schedule standby as needed.

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

Exceptions to Appendix "X" may be made on prior written approval of the Department Head or designee for employees who are assigned to standby duty.

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

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

The purpose of compensating employees for performing work in a higher class is to establish a system by which employees will continuously receive a pay rate comparable to those job factors that establish pay for each class of work in City service. Authorization for an assignment to work in a higher class must be given by the employee's supervisor and, except under emergency circumstances, requires advance approval of the

department head, Human Resources Director and City Manager. The following conditions shall prevail as the definition and standards of compensation:

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

- 1. Compensation shall be five percent (5%) more than the employee's current salary rate in the lower class unless the difference between classifications is less than five percent (5%). In the event that the top step in the higher range is less than five percent (5%), the employee will be compensated at the top step in the higher class.

EXCEPTION: Employees assigned as a senior level worker or senior level technician shall be compensated ten percent (10%) more than the employee's current salary rate in the lower class.

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

An employee temporarily assigned in writing to an acting position in a classification with a higher salary range shall be compensated for the duration of the acting assignment by the payment of ten percent (10%) of the regular salary the employee received prior to the acting assignment, or the salary provided for in Step A of the higher classification, whichever is greater, but not to exceed top step of the higher classification for all time worked and any leave time paid. The higher classified position must be temporarily vacant due to a long-term absence of the incumbent or pending the filling of a vacant position. The temporary acting pay assignment shall be for a minimum of two full-time



pay periods and limited to one year. Authorization for a temporary acting assignment must be given by the employee's supervisor and requires advance approval of the Department Head, Human Resources Director and City Manager.

## **ARTICLE VIII. PAYROLL ERRORS**

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

## **CHAPTER 3. LEAVES**

### **ARTICLE I. VACATION LEAVE**

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

- A. Eligibility: All regular, full-time and part-time employees in the classified service shall be entitled to annual vacation leave with pay. Each employee will earn and accrue vacation hours pursuant to the accrual schedule as noted in subsection B. Exceptions to this provision shall only be granted in unusual circumstances substantiated by the department head in a recommendation to the City Manager who may approve or disapprove such variances.
- B. Accrual: Each regular classified employee shall earn and accrue vacation leave with pay as follows:

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

1. As noted in Subsection A, new employees shall earn vacation at the bi-weekly rate shown above from the hire date. Eligible employees shall advance to the next higher rate of accrual upon completion of the maximum number of years at the lower accrual rate, and shall begin to accrue at the higher rate at the start of their qualifying year. Part-time employees shall receive a pro-rated accrual.
2. Except as provided in Section B, an employee's maximum accrual of vacation hours may not exceed two and a half (2 1/2) the employee's annual accrual rate as specified above, and an employee will stop earning and accruing vacation hours while the employee's accrual remains at the maximum allowed under this Section B. One (1) month prior to the employee's anniversary date, the department head shall review the number of hours accrued by the employee.
3. If the amount exceeds specified limits, the employee shall take the excess number of vacation hours up to a maximum of twenty (20) hours prior to the anniversary date or, if

operational necessity will not permit taking such time, the employee may be paid the straight time hourly equivalent. Additionally, the maximum vacation hours an employee may accrue will be extended when an employee is on disability leave, jury duty, or military leave as provided in these rules. The employee shall be allowed to liquidate such excess accrual within thirty (30) calendar days following return to duty, by means of taking such time up to a maximum of twenty (20) hours or receiving the straight time hourly equivalent in compensation.

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

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

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

## **ARTICLE II. HOLIDAYS**

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

- A. The following holidays shall be observed by the City with respect to all employees. City offices shall be closed on these days except as otherwise provided herein.
1. January 1 (New Year's Day).
  2. The third Monday in January (Martin Luther King's Birthday).
  3. The third Monday in February (Washington's Birthday).
  4. The last Monday in May (Memorial Day).
  5. July 4 (Independence Day).
  6. The first Monday in September (Labor Day).
  7. November 11 (Veteran's Day).
  8. The day in November appointed by the President of the United States as Thanksgiving Day.
  9. The day immediately following Thanksgiving Day.
  10. December 25 (Christmas).
  11. Sixteen (16) hours (floating Holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months prior service (pro-rated for modified schedule employee). The employee and the employee's supervisor shall jointly determine a

convenient date. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent amount of pay for the holidays taken in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

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

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

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

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

- B. Payment for Unused Sick Leave Upon Retirement:

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

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

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

3. In the event of a job-related death, the beneficiary of the employee, as shown on the records of the Public Employees' Retirement System, shall be paid for those sick leave and vacation days for which the employee would have been paid had employment terminated on the date of death.

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

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

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

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

#### **ARTICLE V. DISABILITY LEAVE**

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

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

Work Related Temporary Disability:

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

#### **ARTICLE VI. MILITARY LEAVE**

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

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

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

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

## **ARTICLE VIII. COMPENSATORY TIME**

Compensatory time shall be governed as follows:

- A. An employee may use up to eighty (80) hours per calendar year of accrued compensatory time on conditions the same as those for the use of vacation. Approval by the employee's superintendent or first-line manager is sufficient for use.
- B. Superintendents and first-line managers will grant an employee, at the employee's request, accrual of overtime as compensatory time, in accordance with Chapter 2, Article II.
- C. Employee requests to use CTO will either be (1) granted within a reasonable time period or (2) at employee option, be paid off if use of CTO hours cannot be accommodated by the department.
- D. The use of CTO must be a mutual agreement between the employee and the City.

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

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

- A. Eligibility:
  - 1. Initial Six Months of Employment

---

- a. Personal leave time shall not accrue during the initial six months of employment in

the bargaining unit and as such, employees who separate service prior to the completion of the initial six months of employment shall be ineligible to receive a PLT payoff.

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

## 2. Annual Leave Bank

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

### B. Usage:

Use of PLT time shall be subject to the following:

1. PLT may be used by employees for time off on an hour-for-hour basis until the employee has exhausted the bank.

a. Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department.

2. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department. Pursuant to Chapter 5, Article II, item A of this memorandum of understanding, employees may defer some or all cashed out PLT into the City's deferred compensation plan.
3. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.
4. Employees who terminate after six months of initial employment with the City or leave the bargaining unit shall be cashed out at the rate of 0.8654 hours per week up to the balance of the employee's PLT bank. If an employee terminates and has taken more PLT in advance than 0.86538 hours per week, the City shall deduct an equivalent amount of pay for the PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. For example, if an employee terminates employment on March 31, the employee shall receive payment for thirteen (13) weeks of PLT, or 11.2502 hours of PLT time. Part-time employees will be receive a pro-rated cash out of their bank.

## **CHAPTER 4. INSURANCE BENEFITS**

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

#### **A. Eligibility**

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article and currently authorized by the IBEW Local 1245 bargaining unit. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, or current employees who laterally transfer or promote into a regular part-time allocated position, will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five percent (75%) of the full-time contribution, etc.

#### **B. Medical Insurance Benefits**

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

#### **C. Cafeteria Plan**

1. The City agrees to maintain a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, long-term disability insurance (LTD) and vision insurance.
2. The City provides a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to \$1,347 per month (less the direct PEMHCA payment provided in paragraph B).
3. Effective May 1, 2022, 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             | \$273/month                        | \$598/month                   |



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

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

5. 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             | \$363/month                        | \$748/month                   |

6. 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             | \$408/month                        | \$823/month                   |

7. 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                      | \$230/month             | \$453/month                        | \$898/month                   |

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

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

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

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

### **A. Medical Insurance Benefits**

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

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

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

Employees hired prior to January 1, 2004 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2004, i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution towards their post-retirement medical insurance benefit at the same level as full-time regular employees covered by this agreement. (See benefit level Chapter 4, Article I(C), Cafeteria Plan, subsection 2.

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

Employees hired on or after January 1, 2004 and prior to January 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service will receive a City contribution towards their post-retirement health benefits as follows:

| Total Credited<br>Years of Service | % of<br>City Contribution per current CalPERS<br>Resolution for IBEW Local 1245 |
|------------------------------------|---------------------------------------------------------------------------------|
| 10                                 | 50 %                                                                            |
| 11                                 | 55                                                                              |
| 12                                 | 60                                                                              |

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

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

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

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

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

| Total Credited<br>Years of Service | % of<br>City Contribution |
|------------------------------------|---------------------------|
| 5                                  | 25                        |
| 6                                  | 30                        |
| 7                                  | 35                        |
| 8                                  | 40                        |
| 9                                  | 45                        |
| 10                                 | 50                        |
| 11                                 | 55                        |
| 12                                 | 60                        |
| 13                                 | 65                        |
| 14                                 | 70                        |
| 15                                 | 75                        |
| 16                                 | 80                        |
| 17                                 | 85                        |
| 18                                 | 90                        |
| 19                                 | 95                        |
| 20 +                               | 100                       |

- E. For Employees Hired On Or After January 1, 2014 (Tier 3).

- Employees hired on or after January 1, 2014, have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement

Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.

2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to \$100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution to this account upon retirement.
3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.
4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After ten (10) years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

### **ARTICLE III. LONG TERM DISABILITY**

- A. The City agrees to provide a Long Term Disability (LTD) Program with a waiting period of sixty (60) calendar days; whereupon an eligible employee shall be entitled to receive up to sixty percent (60%) of their gross monthly salary (a minimum of \$100) until age sixty-seven (67) in accordance with the LTD plan.
- B. After own occupation disability benefits have been payable for thirty-six (36) months, employee is disabled if the injury or sickness makes him/her unable to perform all the material duties of any occupation for which he/she may reasonably become qualified based on education, training or experience.
- C. Other details of the City's LTD Plan are described in the plan booklet. The City reserves the right to select any LTD carrier.
- D. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible benefits and language will be matched.
- E. After five (5) years as a regular employee of the City, the City agrees to pay one hundred percent (100%) of the premium for the LTD plan.
- F. A program of voluntary group Supplemental LTD is available to those employees assigned to the classifications in Appendix "A" and "A2". The City does not guarantee any minimum level of benefit provided to any Supplemental LTD program. The City reserves the right to select the insurance provider. The employee accepts sole responsibility for payment of any and all costs under this program. All premiums will be collected via payroll deduction.

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

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

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

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

## **CHAPTER 5. RETIREMENT.**

### **ARTICLE I. PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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

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

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

1. 2.7% at 55 Pension Formula

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

2. Final Compensation Based On 12-Month Period

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

3. Required Contributions

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

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

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

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

1. 2% at 62 Pension Formula

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

2. Final Compensation Based On 36-Months

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

3. Required Bargaining Unit Member Contributions

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

D. Other Options Included In CalPERS Contract

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

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

**ARTICLE II. DEFERRED COMPENSATION**

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

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

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

- A. The following shall constitute the City's Hours of Service Policy except as otherwise provided herein. The Department Head or his/her designated authority may waive these provisions in emergency situations as determined by the Department Head.
- B. Except for part-time employees, eight (8) hours shall constitute a day's work. Five (5) days of eight (8) hours or forty (40) hours shall constitute a workweek for all employees. Employees will be subject to call twenty-four (24) hours per day and shall respond to such calls unless unable to perform required work.
- C. All full-time employees shall have two (2) specified consecutive days off per week, Saturdays and Sundays, if possible, without deduction from pay. In case of emergency, and if the position must be continuously filled, an employee may be required by the employing officer, with the approval of the Human Resources Director, to work on weekly days off.
- D. The appointing authority of each department shall draw up a schedule of days off for all full-time monthly employees under the department's jurisdiction.
- E. Change of Schedule: Any employee involved in a mandatory change of schedule which involves a modification in an employee's starting time or days off will be given a minimum of five (5) working days' notice.
- F. Employees may be assigned to work Saturdays, Sundays, holidays or regular days off and take days off during the week. Each such employee shall report for duty at the assigned duty station at the regular starting time and shall remain on duty eight (8) hours, performing all regular duties of the position and other duties in connection with the maintenance and operation of the department. During the other sixteen (16) hours of Saturdays, Sundays, holidays or regular days off, such employee will be available for call, but shall not be required to remain at home.
- G. Troubleshooters may be assigned a rotational work schedule to include Saturdays and Sundays.
- H. For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday.
- I. The City and IBEW Local 1245 agree that the Electric Utility Director and/or his/her designee will meet with IBEW Local 1245's principals for purposes of discussing potential changes in shift schedules.

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

- A. The City agrees that regular or probationary employees who are unable to work in the field because of inclement weather will receive pay for the full day, provided they have reported for duty. During such day they may be held pending emergency calls, may be given first aid, safety or other instruction or they may be assigned to perform miscellaneous duties in sheltered locations.
- B. Temporary personnel who have reported to work but are unable to work in the field because of inclement weather will be paid only for the time they work or are held by the City, except, however, that they will be paid for not less than two (2) hours.



- C. The Utility Director, or a delegated subordinate, will be responsible for determining if weather conditions warrant commencement or cessation of outside work in inclement weather. In arriving at a decision with respect to weather conditions, the Utility Director or delegated subordinate shall take into account such factors as: (a) employee health and safety, (b) undue hazards, (c) operating requirements, (d) service to the public, (e) job site working conditions, (f) anticipated duration of time required to leave unfinished job in a safe condition, (g) anticipated duration of inclement weather, and (h) distance from job site to operating headquarters.

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

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

A. Rest Period Between Workdays

1. If an employee has worked for four (4) or more hours during the eight (8) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a five (5) hour rest period upon the completion of such overtime work.
2. If an employee has worked for six (6) or more hours during the twelve (12) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a seven (7) hour rest period upon the completion of such overtime work.
3. If an employee has worked for eight (8) or more hours during the sixteen (16) hour period immediately preceding the beginning of his/her regular work shift, he/she is entitled to a nine (9) hour rest period upon the completion of such overtime work.
4. Rest periods are to begin immediately upon employee's release from overtime work. If the rest period in whole or in part overlaps the employee's regular work hours he/she will receive pay at the straight time rate for the extent of the overlap.
5. If the rest period overlaps his/her regular work hours but does not extend into the second half of his/her workday, the employee may be excused from reporting for work until the beginning of the second half of his/her workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.
6. If the rest period extends into the second half of his/her regular day, the employee may be excused from reporting for work until the beginning of the following workday. Employee, in advance, will notify supervisor if he/she intends to exercise this option. The employee may request vacation or comp time to make up hours.
7. At the discretion of the department head or designee, additional rest periods of up to 4 hours may be assigned in unusual or emergency circumstances. With supervisor/manager approval, these hours may be used in combination with the employee's existing time-off banks, in combination with scenarios 1-3 above or the additional rest period hours used by themselves.

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

#### **ARTICLE IV. SPECIAL DUTY ASSIGNMENTS**

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

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

#### **ARTICLE V. MEALS**

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

A. OVERTIME WORKED CONTIGUOUSLY TO A REGULAR SHIFT.

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

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

B. OVERTIME WORKED NON CONTIGUOUS TO A REGULAR SHIFT.

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

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

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

## **CHAPTER 7. MISCELLANEOUS ISSUES**

### **ARTICLE I. UNIFORMS AND SAFETY EQUIPMENT**

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

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

1. An employee will receive an annual jean allowance of \$235.00 and eleven (11) shirts selected by the City. The employee is responsible for cleaning the jeans, and must report to work in clean, well-maintained and repaired jeans. The jean allowance shall be payable in January of each year. The annual jean allowance shall be prorated for new employees by date of hire. The value of the uniform allowance is reported to CalPERS as compensation subject to retirement contributions for employees in the classic retirement tier (not PEPRAs).

OR

2. The City will provide and maintain for an employee annually eleven (11) shirts and eleven (pants) selected by the City to wear during working hours. The rental and maintenance of the uniform will be up to \$500 each fiscal year based on the cost of renting and laundering of the uniform. The value of the uniform provided, cleaned and maintained, is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRAs). This excludes the monetary value for personal health and safety equipment.

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

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

#### **C. Rain Gear**

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

#### **D. Uniform Apparel – General Requirements**

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

#### **E. Safety Clothing and Equipment**

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

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

and eleven (11) FR shirts annually, and shall provide other FR clothing items as needed as determined by the department head or designee.

2. Safety Boots/Shoes and Climbing Boots

a. Safety Boots/Shoes. As needed as determined by the department head or designee, the City shall provide an employee who is required to wear safety boots/shoes on a daily or intermittent basis with safety boots/shoes with a cost that does not exceed \$250.00. The \$250 may include maintenance and repair costs of the safety boot/shoe including but not limited to: shoe laces, toe guards and insoles and shall not exceed the \$250 annual cost. At the City's discretion, the City may provide safety boots/shoes through any method that allows an employee to choose safety boots/shoes that do not cost more than \$250.00 and meet applicable safety requirements. Examples of methods the City could elect to use to provide safety boots/shoes, depending on the circumstances, include, but are not limited to the following:

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

b. Climbing Boots. As needed as determined by the department head or designee, the City shall provide an employee who is required to wear climbing boots with climbing boots with a cost that does not exceed \$400.00. The \$400 may include maintenance and repair costs of the safety boot/shoe including but not limited to: shoe laces, toe guards and insoles and shall not exceed the \$400 annual cost. At the City's discretion, the City may provide climbing boots through any method that allows an employee to choose climbing boots that do not cost more than \$400.00 and meet applicable safety requirements. Examples of methods the City could elect to use to provide climbing boots, depending on the circumstances, include, but are not limited to the following:

1. The City could authorize an employee to purchase climbing boots and submit the original receipt for reimbursement. The reimbursement method requires the supervisor's advance written authorization.
2. Or, an employee could select appropriate climbing boots, and the City would order and pay for the selected boots.
3. Or, a supervisor could accompany an employee to a retail store and pay for the selected climbing boots.

4. Or, the City could arrange for a vendor to provide a selection of appropriate climbing boots from which employees may select/order at City expense.

c. General Requirements.

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

3. Additional Safety Equipment

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

4. Safety Equipment – General Provisions

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

- F. The parties agree to convene a labor management committee to evaluate options and meet and confer on the application and utilization of a new uniform service to address employees concerns on fire retardant clothing.

## **ARTICLE II. UNION SECURITY AND MEMBERSHIP**

- A. The Union is the sole and exclusive representative for all the employees covered by this agreement without regard to membership in the Union, with respect to all matters relating to hours, rates, terms and conditions of employment, and all other negotiable items.
- B. Employees may authorize membership dues and other lawful deductions to be made from their salaries, wages, or retirement allowances for the payment of dues in accordance with the procedures required by law and set forth herein. To the extent required by Government Code Sections 1157.3 and 1157.12, the City shall honor employees' voluntary authorizations for Union

dues deductions from employee paychecks. Such authorized deductions shall be remitted monthly to the Union along with an adequate itemized record of deductions. After providing the required certification, the Union shall not be required to provide a copy of individual authorizations to the City unless a dispute arises about the existence or terms of the authorization. To the extent required by law, the City will rely on information provided by the Union in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Union that the City change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law. The City shall make every reasonable effort to remit the amounts deducted within ten (10) working days following the payday on which the deductions were made.

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

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

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

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

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

## **ARTICLE IV. CAUSES FOR DISCIPLINE**

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

- A. Attendance.
    - 1. Improper or unauthorized use or abuse of sick leave;
    - 2. Excessive absenteeism regardless of reason;
    - 3. Being absent without authorized leave; repeated tardiness to assigned workstation, or leaving assigned work without authorization.
  
  - B. Behavior.
    - 1. Willful or negligent violation of the Personnel Rules and Regulations, resolutions, and other related ordinances including departmental rules, regulations, and policies;
    - 2. Insubordination (failure to carry out a direct order from a supervisor);
    - 3. Acceptance of gifts or gratuities in connection with or relating to the employee's duties, except as provided in Section 3.15.030;
    - 4. Conduct that is unbecoming a City officer or employee which tends to discredit the City or City service, including the wearing of City-identified uniforms off duty into a public or private establishment; the nature of which may adversely reflect upon the City; willful misrepresentation of the City;
    - 5. Conviction of a crime, the nature of which reflects a possibility of serious consequences related to the continued assignment or employment of the employee;
    - 6. Falsifying information related to employment application, payroll, or any work related record or report;
    - 7. Soliciting outside work for personal gain during the conduct of City business engaging in outside employment for any business under contract by the City, participating in any outside employment that adversely affects the employee's City work performance, and engaging in unauthorized outside employment;
    - 8. Discourteous treatment of the public or City employees;
    - 9. Conduct interfering with the reasonable management and discipline of the City or any of its department or divisions;
    - 10. Engaging in political activities while on duty;
    - 11. Violation or neglect of safety rules;
    - 12. Theft;
    - 13. Physical altercations;
    - 14. Any act or conduct that is discriminatory in nature towards another person's race, color, religion, ancestry, national origin, age, sex (including sexual harassment), sexual orientation, marital status, political affiliation, family care leave status, pregnancy, physical or mental disability, medical condition, or legally protected characteristic.
  
  - C. Work Performance.
    - 1. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks of training, or failure to discharge duties in a prompt, competent, and reasonable manner;
    - 2. Refusal or inability to improve job performance in accordance with written or verbal direction after reasonable trial period;
    - 3. Refusal to accept reasonable and proper assignment from an authorized supervisor;
-



4. Possession of, or intoxication, or incapacity on duty due to the use of, alcohol or drugs;
5. Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving;
6. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property;
7. Unauthorized release of confidential information or official records;
8. Participation in a strike, work stoppage, slowdown, or other job action against the City.

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

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

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

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

Pursuant to City Personnel Rules Section 3.05.070.

## **ARTICLE VII. CITY MANAGEMENT RIGHTS**

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

- A. To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this Article shall be construed to require the City to negotiate on matters, which are solely a function of management, including the following:
1. To manage the City generally and to determine the issues of policy.
  2. To determine the existence of facts, which are the basis of management decisions.
  3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
  4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
  5. To determine methods of financing.
  6. To determine types of equipment or technology to be used.
  7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which City operations are to be conducted.
  8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City, except where such contracts for service would be for the purpose of workforce reductions.
  9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith consultation.
  10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
  11. To establish and modify productivity and performance programs and standards.
  12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
  13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
  14. To hire, transfer, promote, and demote employees for nondisciplinary reasons.
  15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

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

## **ARTICLE VIII. NON-DISCRIMINATION**

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

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

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

A. Committee.

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

B. Training Standards.

A training standard of progress will be developed for each apprenticeship program and will

be formalized in the Apprentice Training Program specific to each program. This standard will indicate the training time for each phase of training or work process. The training time indicated will not be restrictive, but rather will be indicative of the emphasis or amount of time that should be spent on each phase. Although the total time spent on any one phase during any one progression period may vary with the individual, work load and amount of related instructions, minimum assignments shall be met during the term of the apprenticeship as outlined in the City of Roseville Apprentice Line Technician, Apprentice Substation Technician and Apprentice Metering Systems Technician Training Programs.

C. Nondiscrimination Provision.

Selection of apprentices under the program shall be made from qualified applicants pursuant to the Personnel Rules of the City of Roseville and without regard to race, creed, color, national origin or ancestry, physical or mental disability, medical condition, denial of family and medical care leave, gender, gender identity and gender expression, sex, sexual orientation, marital status, age, or religious affiliation, military and veteran status, genetic information, and all other applicable state and federal statutes relating to discrimination.

D. Entrance Requirements.

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

E. Progression Tests.

To progress through the apprentice program will require passing a progression test for each step of the program. These tests and the manner in which they will be scored will be prepared and agreed to by the Joint Apprenticeship and Training Committee and outlined in the City of Roseville Apprentice Line Technician Training Program dated 08/2016, and Apprentice Substation Technician and Apprentice Metering Systems Technician Training Program dated 02/16/22.

F. Review and Evaluation.

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

G. Instruction.

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

Each apprentice shall pursue related and supplemental theoretical studies of not less than approximately eighty (80) hours per year. This outside training shall be approved by the Joint Apprenticeship and Training Committee and shall be pursued on the apprentice's own time and without pay from the City.

H. Salary Step Increases.

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

I. Probationary Period.

Employees in the Apprentice Line Technician and Apprentice Electric Metering Systems Technician classification remain on a probationary status that is in effect throughout their entire Apprenticeship Program, which shall not exceed forty two (42) months. Employees in the Apprentice Electric Substation Technician classification shall remain on a probation status throughout their entire Apprentice program, which shall not exceed fifty-four (54) months. In any case where the Apprentice fails to adhere to standards outlined in the Apprentice Line Technician Program, the employee will be rejected on probation and removed from the program. The City retains its sole discretion to determine whether an Apprentice completes probation.

The Union and City acknowledge and agree that the length of the probationary period under this Apprenticeship Program reflects the unique nature and required training and evaluation time for the classifications contemplated herein. As described in Roseville Municipal Code, Section 3.06.130, the probationary period is an intrinsic part and extension of the employee selection process during which the employee shall be considered in training and under careful observation and evaluation by supervisory personnel. Generally, this period will be utilized to train and evaluate the employee's effective adjustment to work tasks, conduct, observance of rules, attendance and job responsibilities, and to provide for the release of any probationary employee whose performance does not meet required standards of job progress or adaptation.

J. Reinstatement Rights.

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

K. Demotion.

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

## **ARTICLE X. UNION ORIENTATION**

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

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

## **ARTICLE XI. EDUCATIONAL REIMBURSEMENT**

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

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

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

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

## **ARTICLE XIII. UNION RELEASE TIME REIMBURSEMENT**

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

Subsequently, upon written verification from the Union of the amount of time off taken by the employee for union business, the City shall invoice the Union for the total compensation cost of the employee's time off. Within thirty (30) calendar days of receiving the reimbursement payment from the Union for the employee's time off, the City shall reinstate all hours of accumulated leave used for union business to the employee's respective leave bank. While on union release time, the employee shall not be considered to be on City time and accordingly the City shall not incur any liability, including but not limited to workers' compensation and tort liability, arising out of the employee's performance of union business. The Union shall indemnify and hold

harmless the City, its officers, agents, employees, and volunteers, individually and collectively, from and against any and all claims, cost, suits, losses, demands, actions, judgments, damages, fees, liabilities, and proceeding of any nature whatsoever arising of, or related to, its adherence to this Article.

The terms and conditions of this Memorandum of Understanding are effective May 1, 2022 by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

City of Roseville:



Dominick Casey  
City Manager



Timothy L. Davis  
Chief Negotiator



Stacey Peterson  
Member, Negotiation Committee



Ryan Devore  
Member, Negotiation Committee



Dan Beans  
Member, Negotiation Committee

Retired

Paul Cummings  
Member, Negotiation Committee



Trent Johnson  
Member, Negotiation Committee



Jason Grace  
Member, Negotiation Committee

IBEW, Local 1245:



Bob Dean  
Business Manager



Charley Souders  
Chief Negotiator



Mike Barton  
Member, Negotiation Committee



Adam Carpineta  
Member, Negotiation Committee



Clinton Castle  
Member, Negotiation Committee



Brendan Gossic  
Member, Negotiation Committee



Shawn Murphy  
Member, Negotiation Committee



Matt Jones  
Member, Negotiation Committee



## **APPENDIX “A” “A2” IBEW LOCAL 1245 CLASSES**

|      |                                                              |
|------|--------------------------------------------------------------|
| 150  | ELECTRIC APPRENTICE LINE TECHNICIAN                          |
| 1086 | ELECTRIC APPRENTICE METERING SYSTEM TECHNICIAN               |
| 1084 | ELECTRIC APPRENTICE SUBSTATION TECHNICIAN                    |
| 2328 | ELECTRIC DRAFTING TECHNICIAN I                               |
| 2330 | ELECTRIC DRAFTING TECHNICIAN II                              |
| 2340 | ELECTRIC ENGINEERING TECHNICIAN I                            |
| 2345 | ELECTRIC ENGINEERING TECHNICIAN II                           |
| 2285 | ELECTRIC LINE TECHNICIAN                                     |
| 2286 | ELECTRIC LINE TROUBLESHOOTER                                 |
| 2210 | ELECTRIC MATERIALS TECHNICIAN I                              |
| 2212 | ELECTRIC MATERIALS TECHNICIAN II                             |
| 1085 | ELECTRIC METERING SYSTEM TECHNICIAN                          |
| 2421 | ELECTRIC PRE-APPRENTICE                                      |
| 2254 | ELECTRIC PREVENTIVE DATA SYSTEM TECHNICIAN                   |
| 1083 | ELECTRIC SUBSTATION TECHNICIAN                               |
| 2350 | ELECTRIC SYSTEM DISPATCHER                                   |
| 2359 | ELECTRIC TECHNOLOGY SYSTS TECHNICIAN                         |
| 9250 | ELECTRIC UTILITY INSPECTION TECHNICIAN                       |
| 2360 | ELECTRIC UTILITY TECHNICIAN I                                |
| 2362 | ELECTRIC UTILITY TECHNICIAN II                               |
| 2380 | ELECTRONICS TECHNICIAN I                                     |
| 2385 | ELECTRONICS TECHNICIAN II                                    |
| 1037 | ENVIRONMENTAL UTILITIES INSTRUMENT AND CONTROL TECHNICIAN I  |
| 1038 | ENVIRONMENTAL UTILITIES INSTRUMENT AND CONTROL TECHNICIAN II |
| 1082 | GENERATION MAINTENANCE SCHEDULER-COORDINATOR                 |
| 3608 | INSTRUMENT & CONTROL TECHNICIAN                              |
| 4520 | MATERIALS TECHNICIAN                                         |
| 5319 | PLANT & EQUIPMENT MAINTENANCE WORKER II                      |
| 5316 | PLANT & EQUIPMENT MAINTENANCE WORKER I                       |
| 5327 | PLANT & EQUIPMENT MECHANIC I                                 |
| 5328 | PLANT & EQUIPMENT MECHANIC II                                |
| 5401 | PREDICTIVE MAINTENANCE TECHNICIAN I                          |
| 5402 | PREDICTIVE MAINTENANCE TECHNICIAN II                         |
| 5500 | PREVENTATIVE MAINTENANCE TECHNICIAN I                        |
| 5502 | PREVENTATIVE MAINTENANCE TECHNICIAN II                       |
| 5533 | PREVENTATIVE MAINTENANCE COORDINATOR                         |
| 5595 | POWER ENGINEER I                                             |
| 5596 | POWER ENGINEER II                                            |
| 5590 | POWER PLANT ENGINEER I                                       |

5591 POWER PLANT ENGINEER II  
5526 POWER PLANT MECHANIC  
5522 POWER PLANT OPERATOR TECHNICIAN I  
5523 POWER PLANT OPERATOR TECHNICIAN II  
7020 SCADA SYSTEM TECHNICIAN  
7118 SR ELECTRIC LINE TECHNICIAN  
7169 SR ELECTRIC MATERIALS TECHNICIAN  
7124 SR ELECTRIC METERING SYSTEMS TECHNICIAN  
7126 SR ELECTRIC SUBSTATION TECHNICIAN  
7168 SR ELECTRIC SYSTEM DISPATCHER  
7170 SR ELECTRONIC TECHNICIAN  
7205 SR PLANT & EQUIPMENT MECHANIC  
7152 SR POWER PLANT OPERATOR/TECHNICIAN  
7284 SR PREVENTATIVE MAINTENANCE TECHNICIAN  
9559 SR SCADA SYSTEM TECHNICIAN  
7204 SR WATER DISTRIBUTION WORKER  
7202 SR WASTEWATER UTILITY MAINTENANCE WORKER  
2375 TRAFFIC SIGNAL MAINTENANCE WORKER I  
2376 TRAFFIC SIGNAL MAINTENANCE WORKER II  
9078 WATER CONSERVATION SPECIALIST  
9049 WATER CONSERVATION WORKER I  
9051 WATER CONSERVATION WORKER II  
9246 WATER DISTRIBUTION WORKER I  
9248 WATER DISTRIBUTION WORKER II  
9027 WASTEWATER UTILITY MAINTENANCE WORKER I  
9029 WASTEWATER UTILITY MAINTENANCE WORKER II

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

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

1. Shift work. “Shift work is defined as a position that is staffed with rotating shifts, allowing for twenty-four (24) hour per day coverage, on a seven (7) day per week basis, including holidays.”
2. Lunch and breaks. Lunch Periods: All personnel assigned to twelve (12) hour shifts receive a thirty (30) minute paid lunch. Employees assigned to this shift will not be allowed to leave the work premises and may be required to report to their work station during their meal break.
3. Relief Operator– Overtime – Relief employees will be utilized within the 12-hour shift schedule only when relieving for the Operators on shift. When not relieving, they will work five (5) eight-hour shifts. Overtime will be calculated in accordance with the existing MOU (over 8 and over 40).
4. Paid Leave. A shift work employee who does not work for an entire regularly scheduled shift, shall use paid leave (vacation, CTO, sick, etc.) to supplement the hours worked to provide up to twelve (12) hours of paid time for that day.
5. FLSA work period: For purposes of defining the workweek in compliance with the Fair Labor Standards Act, the workweek for all staff except 12-hour shift employees begins at 12:01 a.m. on Saturday and ends at 12:00 midnight on Friday. The City of Roseville reserves the right to change start times of each work week within a period as appropriate to the selected shift. [The City and IBEW Local 1245 agree that the Electric Utility Director and/or his/her designee will meet with IBEW Local 1245’s principals for purposes of discussing twelve (12) hour shift schedules.]
6. Overtime for twelve (12) hour shifts:

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

### **EMPLOYEE WORK SCHEDULE**

### **OVERTIME**

Twelve hours per day

Over twelve hours per day  
and forty hours per week

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

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

## **APPENDIX “C” SURVEY AGENCIES**

### Environmental Utilities Survey Agencies

City of Davis  
City of Fairfield  
City of Folsom  
City of Sacramento  
City of Vacaville  
City of West Sacramento  
City of Woodland  
Placer County  
Sacramento County  
South Placer Municipal Utility District  
Placer County Water Agency  
El Dorado Irrigation District

### Electric Survey Agencies

City of Alameda  
City of Lodi  
City of Palo Alto  
City of Redding  
City of Santa Clara  
Modesto Irrigation District  
Northern California Power Agency  
Sacramento Municipal Utilities District  
Turlock Irrigation District

## **APPENDIX “D” BENCHMARK CLASSES**

Electric Drafting Technician II  
Electric Engineering Technician II  
Electric Line Technician  
Electric Metering Systems Technician  
Electric Substation Technician  
Electronics Technician II  
Environmental Utilities Instrument and Control Technician  
Instrument and Control Technician  
Plant and Equipment Mechanic II  
Power Engineer II  
Wastewater Utility Maintenance Worker II

## 22 Mile Radius

A map of Sacramento, California, with a large blue circle centered on the city, indicating a 22-mile radius. The map shows major highways (I-5, I-80, SR-99, SR-49, SR-160, SR-113, SR-16, SR-104, SR-88, SR-124, SR-166, SR-169, SR-168, SR-167, SR-165, SR-164, SR-163, SR-162, SR-161, SR-160, SR-159, SR-158, SR-157, SR-156, SR-155, SR-154, SR-153, SR-152, SR-151, SR-150, SR-149, SR-148, SR-147, SR-146, SR-145, SR-144, SR-143, SR-142, SR-141, SR-140, SR-139, SR-138, SR-137, SR-136, SR-135, SR-134, SR-133, SR-132, SR-131, SR-130, SR-129, SR-128, SR-127, SR-126, SR-125, SR-124, SR-123, SR-122, SR-121, SR-120, SR-119, SR-118, SR-117, SR-116, SR-115, SR-114, SR-113, SR-112, SR-111, SR-110, SR-109, SR-108, SR-107, SR-106, SR-105, SR-104, SR-103, SR-102, SR-101, SR-100, SR-99, SR-98, SR-97, SR-96, SR-95, SR-94, SR-93, SR-92, SR-91, SR-90, SR-89, SR-88, SR-87, SR-86, SR-85, SR-84, SR-83, SR-82, SR-81, SR-80, SR-79, SR-78, SR-77, SR-76, SR-75, SR-74, SR-73, SR-72, SR-71, SR-70, SR-69, SR-68, SR-67, SR-66, SR-65, SR-64, SR-63, SR-62, SR-61, SR-60, SR-59, SR-58, SR-57, SR-56, SR-55, SR-54, SR-53, SR-52, SR-51, SR-50, SR-49, SR-48, SR-47, SR-46, SR-45, SR-44, SR-43, SR-42, SR-41, SR-40, SR-39, SR-38, SR-37, SR-36, SR-35, SR-34, SR-33, SR-32, SR-31, SR-30, SR-29, SR-28, SR-27, SR-26, SR-25, SR-24, SR-23, SR-22, SR-21, SR-20, SR-19, SR-18, SR-17, SR-16, SR-15, SR-14, SR-13, SR-12, SR-11, SR-10, SR-9, SR-8, SR-7, SR-6, SR-5, SR-4, SR-3, SR-2, SR-1, SR-0) and various cities and towns within the radius. The city of Sacramento is labeled in the center, and the Folsom Lake State Recreation Area is visible to the northeast. The map also shows the Sacramento River and surrounding green spaces.

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

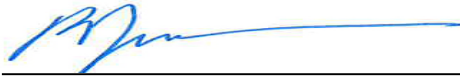
Continue to the next page.



## APPENDIX "Y" DRUG AND ALCOHOL POLICY

### CITY OF ROSEVILLE ADMINISTRATIVE REGULATION

APPROVED:



ROB JENSEN, CITY MANAGER

Number: A. R. 2.08

Date Effective: December 31, 1988

Date Revised: June 3, 2016

### SUBJECT: ALCOHOL AND DRUG ABUSE POLICY

#### I. Purpose

It is the intention of this policy to eliminate substance abuse and its effects in the workplace and to comply with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990 which require all agencies receiving grants from any federal or state agency to maintain and promote a drug-free workplace. While the City of Roseville has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol can take its toll on job performance and employee health and safety. The City's concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol in the workplace, and the influence of these substances on employees in the workplace, are inconsistent with this objective.

One of the goals of the City's drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the City's Employee Assistance Program. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

Supervisors will be trained to recognize abusers and become involved in this control process. All employees will be given a copy of this policy and the City will conduct drug and alcohol awareness programs on a periodic basis.<sup>1</sup> Alcohol or drug abuse will not be tolerated, and disciplinary action, up to and including dismissal, will be used as necessary to achieve this goal.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end the City will act to eliminate any substance abuse (alcohol, illegal drugs, prescription and over the counter drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including dismissal, or in not being hired.

---

<sup>1</sup> For more information on substance abuse issues, seek assistance from the City's EAP Provider or visit the Department of Health and Human Services' website at <http://ncadi.samhsa.gov/>.

In recognition of the public service responsibilities entrusted to the employees of the City of Roseville, and that drug and alcohol usage can hinder a person's ability to perform duties safely and effectively, the following policy against drug and alcohol abuse is hereby adopted by the City of Roseville.

## **II. Policy**

It is City policy that employees: (i) shall not be under the influence of alcohol or illegal drugs while on duty; (ii) nor possess alcohol or illegal drugs while on City property, at work locations or in uniform; (iii) nor manufacture, sell or provide drugs or alcohol illegally to any other employee or to any person in the workplace; (iv) nor have their ability to work impaired as a result of the use of alcohol or drugs when reporting for work.

Use of over the counter or medically and legally prescribed medications and drugs is not per se a violation of this policy. However, reporting for duty when the employee should reasonably have known he/she would have been impaired by such medications and that the use of such medications may interfere with the employee's ability to safely and effectively perform their duties or operate City equipment can result in discipline, up to and including dismissal. An employee on medication that reasonably believes may interfere with their safe and effective performance may seek a workplace accommodation; however, said employee must provide the City with sufficient medical information (e.g. Medical Care Provider Certification indicating limitations and/or restrictions) that would allow the City to make a determination if an accommodation can be granted. The employee may provide the sufficient medical information to the City by utilizing the Voluntary Disclosure of Medication Form (Attachment "E"). Employees have the option of supplying the sufficient medical information to either their supervisor or Human Resources. It is the employee's responsibility to remove themselves from service if they are unfit for duty.

The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with the employee. Otherwise the City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City.<sup>234</sup>

Refusal to submit immediately to an alcohol and/or drug analysis when requested by City management or law enforcement personnel as a result of reasonable suspicion as defined in this policy, may constitute insubordination and be grounds for discipline up to and including dismissal.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall be required to remain on the premises for a reasonable period of time until he or she can be safely transported from the work site.

---

<sup>2</sup> For RPOA only, the first sentence of this paragraph will read: The City reserves the right in accordance with the parameters of the Peace Officers Bill of Rights and federal and state law to search all areas and property in which the City maintains control or joint control with the employee.

<sup>3</sup> For RFF only, the first sentence of this paragraph will read: The City reserves the right to search City owned or leased lockers and storage spaces in accordance with the parameters of the Firefighters Procedural Bill of Rights Act.

<sup>4</sup> For RPA only, the first sentence of this paragraph will read: The City reserves the right in accordance with the parameters of the Memorandum of Understanding (MOU) between the City of Roseville and the RPA to search all areas and property in which the City maintains control or joint control with the employee.

The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal and/or state law.

The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or an EAP counselor for additional information. This program is not available to applicants, probationary, temporary or seasonal employees, volunteers, interns or contractors and subcontractors performing work for the City.

### **III. Application**

This policy, as it relates to providing a drug and alcohol free workplace, applies to all employees of the City (regular, probationary, temporary and seasonal), all applicants for positions with the City, all volunteers, interns, contractors and subcontractors performing work for the City. Testing protocols outlined in this policy apply to all employees of the City (regular, probationary, temporary and seasonal) and all applicants for positions with the City.

This policy applies to alcohol and to all substances (legal or illegal), which could impair a person's ability to effectively and safely perform the functions of the job.

### **IV. Definitions – the following represent just a few of the most pertinent definitions. A complete listing can be found in the Federal Register Volume 75, as amended**

**Adulterated Specimen** - A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

**Alcohol** - The intoxicating agent in beverage alcohol, ethyl alcohol or other low-molecular-weight alcohols, including methyl or isopropyl alcohol.

**Alcohol Concentration** - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

**Alcohol Use** - The consumption of any beverage, liquid mixture or preparation, including any medication or food, containing alcohol.

**Designated Employer Representative (DER)** - An individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The Human Resources Director shall serve as the DER for the City of Roseville.

**Illegal Drugs** - All drugs, substances and medications deemed illegal under federal or state law.

**Impairing Drugs** - All illegal drugs, substances and medications and all legal drugs, substances, and medications which could impair a person's ability to effectively and safely perform the functions of the job.

**Last Chance Agreement** - An agreement between the City and an employee in which the employee agrees to specific conditions including, but not limited to, rehabilitation, random testing and to remain free from drugs and/or alcohol as a condition of continued employment.

**Medical Review Officer (MRO)** - A licensed physician (M.D. or D.O.) responsible for receiving laboratory results generated by an employer's controlled substances testing program, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information.

**Negative Test** - The result reported by an HHS (Health and Human Services) certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

**Positive Test** - The result by an HHS certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration.

**Prescription** - A physician's order valid under federal law for the preparation and administration of a drug or device for a patient.

**Reasonable Suspicion** - A belief based on objective facts, sufficient to lead a reasonably prudent supervisor to suspect, that an employee is under the influence of drugs or alcohol so that the employee's ability to perform the functions of the job is impaired, or so that the employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion, provided that such factor would be sufficient to lead a reasonable person to suspect drug or alcohol use to be involved:

- i. Slurred speech;
- ii. Alcohol odor on breath;
- iii. Unsteady walking and movement;
- iv. An accident involving City property and/or causing bodily injury;
- v. Physical altercation;
- vi. Verbal altercation;
- vii. Unusual behavior;
- viii. Possession of alcohol or impairing drugs;
- ix. Information obtained from a reliable person with personal knowledge.

**Reconfirmed** - The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

**Refusal** - A failure to comply with any part of the the testing process, including failure to appear for any test within a reasonable time, after being directed to do so by the employer; failure to remain at the testing site until the testing process is complete; failure to remain at the scene of an accident without just cause to leave prior to submitting to a test; failure to provide a urine specimen or breath or saliva sample for any drug or alcohol test required; in the case of direct observation or monitored collection, failure to permit the observation or monitoring; failure to provide sufficient amount of urine when directed; failure or declination to take a second test the employer or collector gives direction to take; failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER; and finally, is reported by the MRO as having a verified adulterated or substituted test result.

**Rehabilitation** - The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to a Substance Abuse Professional (SAP) and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental issues which contributed to job problems.

**Rejected for Testing** - The result reported by an HHS certified laboratory when no tests are performed for a specimen because of a fatal flaw or a correctable flaw that is not corrected.

**Split Specimen Collection** - A collection in which the urine collected is divided into two separate specimen bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

**Substance Abuse Professional (SAP)** - A licensed physician (M.D. or D.O.), or a licensed or certified psychologist, social worker, employee assistance professional, or drug and alcohol counselor with knowledge of, and clinical experience in, the diagnosis and treatment of substance abuse disorders.

**Substituted Specimen** - A specimen with creatinine and specific gravity levels that are so diminished that they are not consistent with normal human urine.

## **V. Employee Responsibilities**

An employee must:

1. Not report to work while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use;
2. Not possess or use alcohol or impairing drugs during working hours or while on standby duty with pay, or at any time while on City property or in uniform;
3. Not directly or through a third party manufacture, sell or provide illegal drugs, controlled substances, or alcohol to any person, including any employee in the workplace;
4. Submit immediately to an alcohol and/or drug test requested by a manager or supervisor, when reasonable suspicion as defined in this policy, exists;
5. When taking a medication which the employee could reasonably have known may interfere with the safe and effective performance of duties or operation of City equipment or vehicles, the employee may:
  - a. use sick leave in accordance with the City's procedures; or
  - b. seek a workplace accommodation; however, said employee must provide the City with sufficient medical information that would allow the City to make a determination if an accommodation can be granted.
6. Provide, within twenty-four (24) hours of a request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. Consideration for an extension of time may be made for supplying the prescription if the demand is made on a weekend or holiday. The prescription must be in the employee's name;

7. Notify the Human Resources Director, in writing, of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) calendar days after such conviction. Under the terms of the Drug-Free Workplace Act of 1988, federal contracting agencies will be notified within ten (10) days of notice of such conviction, as appropriate;
8. Report alcohol or drug abuse by a manager or supervisor to the Department Head or the Human Resources Director.

#### **VI. Management Responsibilities and Guidelines**

1. Managers and supervisors are responsible for adhering to and abiding by all of the employee responsibilities as listed in Section V. above.
2. Managers and supervisors are responsible for reasonable enforcement of this policy.
3. Managers and supervisors are responsible for attending training provided by the City to recognize the physical, behavioral, speech, and performance indicators of probable alcohol misuse and controlled substance use as defined under Reasonable Suspicion as part of their role in policy enforcement.
4. Managers and supervisors shall require an employee to submit to a drug and/or alcohol test when a manager or supervisor has a reasonable suspicion that an employee is intoxicated, or under the influence of drugs or alcohol while on the job or standby duty.
5. Any manager or supervisor requesting an employee to submit to a drug and/or alcohol test should document in writing the facts constituting reasonable suspicion that the employee in question is intoxicated or under the influence of drugs. Attachment "C" is to be used for this purpose. Once completed, Attachment "C" shall then be routed to the applicable Department Head or designee and a copy provided to the employee. A second person, another supervisor or manager, must confirm the suspicion of alcohol or drug abuse.
6. Any manager or supervisor encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is reasonable suspicion that the employee is then under the influence of alcohol or drugs, the manager or supervisor should not direct the employee to go home, but should ask the employee to remain on the premises for a reasonable period of time until the employee can be safely transported home. Employee will remain in paid status until off the premises.
7. Managers and supervisors shall not physically search the person of employees, nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee, except as allowed by law.
8. Managers and supervisors shall notify their Department Head or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is reasonable suspicion of illegal drug possession, the Department Head shall notify the appropriate law enforcement agency.

## **VII. Tested Substances**

The drug and/or alcohol test may test for any substance which could impair an employee's ability to effectively and safely perform the functions of his/her job, including, but not limited to, prescription medications, heroin, cocaine, morphine and its derivatives, P.C.P., methadone, barbiturates, amphetamines, and marijuana and other cannabinoids.

## **VIII. Results of Drug and/or Alcohol Analysis**

### **A. Pre-employment Physicals**

- i. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.
- ii. If a drug screen is positive at the pre-employment physical, the applicant must provide within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name, or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.
- iii. A positive result from a drug and/or alcohol analysis may, at the City's sole discretion, preclude an applicant from reapplying for a job with the City for a six (6) month time period.
- iv. If an applicant has a second diluted sample from a drug and/or alcohol screen during the same pre-employment testing process, the offer of employment may, at the City's sole discretion, be rescinded.

### **B. During Employment Physicals or Alcohol/Drug Tests**

- i. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including dismissal. If the drug screen is positive, the employee must provide within twenty-four (24) hours of request, bona fide verification of a valid, current prescription for the drug identified in the drug screen or verification (i.e., a doctor's statement of medical necessity, anticipated duration and follow-up) of use of over the counter drugs that could produce the positive result. A prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, , the employee will be subject to disciplinary action, up to and including dismissal. Consideration may be given for additional time if the positive screening is on a weekend or holiday.
- ii. If an alcohol or drug test is positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or terminate employment will be carried out in conformance with the Personnel Rules, specifically Chapters 3.07 and 3.16 of the Roseville Municipal Code.
- iii. A "Last Chance Agreement," may be used for an employee who agrees to seek help through the Employee Assistance Program.

## **IX. Confidentiality**

Laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Human Resources Director. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Employee consent will be requested prior to disclosure of test results to anyone else. However, test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug and/or alcohol testing. If an employee is to be referred to a treatment facility for evaluation, test results will be made available to the employee's counselor. However, current law provides that the results of drug and/or alcohol testing will not be used against an employee in any criminal prosecution. In addition, test results will be disclosed if compelled by law or judicial or administrative process. The City is obligated by law to release testing history to subsequent employers when potential employment requires a commercial driver's license.



**ATTACHMENT "A"**

**CONSENT TO PRE-PLACEMENT PHYSICAL EXAMINATION  
AND RELEASE OF MEDICAL INFORMATION**

**Explanation**

The pre-placement physical examination is a part of the application process for employment with the City of Roseville. All pre-placement physical exams and medical tests have been determined medically necessary to the functions of the job for which the applicant is testing. Employment with the City of Roseville is contingent upon conducting a drug and alcohol screening urine test as part of this process. Hiring decisions may be based on the results of these medical tests. Failure to submit to the drug and alcohol test will result in denial of the application for employment.

**Authorization**

I hereby authorize a qualified representative and/or medical provider to conduct the above-stated medical tests and pre-placement physical examination. I understand that the physical examination and testing is a part of the application process for employment with the City of Roseville and that a hiring decision may be based on the results of the physical examination. I further authorize \_\_\_\_\_ to release to the City all test results conducted as a part of the physical examination and other job related medical information.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

**ATTACHMENT "B"**

**DRUG AND/OR ALCOHOL TESTING CONSENT AND RELEASE**

\_\_\_\_\_ **Random**  
\_\_\_\_\_ **Reasonable Suspicion**  
\_\_\_\_\_ **Last Chance / Follow-up**  
\_\_\_\_\_ **Return to Duty**  
\_\_\_\_\_ **Post Accident**

I hereby authorize a qualified representative and/or medical provider to take a urine/breath test or other specimens for laboratory analysis for the purpose of drug/alcohol testing. I further authorize the qualified representative and/or medical provider to release all above-mentioned test results and other relevant medical information obtained as part this drug/alcohol screening to the Human Resources Director (DER) or designee of the City of Roseville, and to such other persons or agencies as may be required by law. This release and consent form is subject to the terms and conditions of both the Alcohol and Drug Abuse Policy (A.R. 2.08) and the Controlled Substances and Alcohol Testing Policy for Employees Required to Possess a Commercial Driver's License (A.R. 2.08.1) adopted by the City of Roseville, as applicable. I understand that the collection of such specimens shall conform with these policies.

My refusal to submit to any required test shall be deemed a positive test result. An employee who refuses to comply with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty, and is subject to disciplinary action, up to and including dismissal. Additionally, a Covered Employee as defined in A.R. 2.08.1 may be liable for penalties as provided in federal statute.

A photocopy of this authorization will have the same validity as the original.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**ATTACHMENT "C"**

**ALCOHOL AND/OR DRUG ABUSE POLICY  
REASONABLE SUSPICION REPORT FORM**

This is to certify that \_\_\_\_\_ (supervisor) has reasonable suspicion to believe that on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m., \_\_\_\_\_  
(date) (time)  
\_\_\_\_\_ was (a) in possession of, or (b) under the influence of a  
(employee)  
substance or substances in violation of the City of Roseville's Alcohol and/or Drug Abuse Policy  
(A.R. 2.08).

The following is a complete description of the specific facts that have led me to suspect that the above-mentioned employee has violated the City's Alcohol and/or Drug Abuse Policy. *(The supervisor will include the names and statements of any witnesses who observed the actions which led to this report).*

\_\_\_\_\_  
Manager/Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Supervisor Signature

\_\_\_\_\_  
Date

cc: Employee

**ATTACHMENT "D"**

**NICOTINE\*, DRUG AND/OR ALCOHOL SCREENING TEST  
CONSENT TO RELEASE MEDICAL INFORMATION**

EXPLANATION:

Your employment with the City of Roseville ("City") is contingent upon submitting to and passing a nicotine\*, drug and/or alcohol screening urine and/or blood test. Failure to comply with the requirements of this test will result in your immediate dismissal (as per your Last Chance Agreement).

AUTHORIZATION

I hereby authorize a qualified representative and/or medical provider to conduct the above-mentioned medical test(s). I understand that the screening is part of my continued employment. I further authorize the qualified representative and/or physician to release to the Human Resources Director (DER) or designee of the City of Roseville all above-mentioned test results conducted as part of my Last Chance Agreement.

As part of my Last Chance Agreement, I understand that my failure to comply with a test, or an attempt to falsify test results through tampering, contamination, adulteration, or substitution will result in my immediate dismissal.

A photocopy of this authorization will have the same validity as the original.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\*Pertains to Police Only



**ATTACHMENT "E"**

**Voluntary Disclosure of Medication Form**

**Instructions**

Pursuant to the City's Alcohol and Drug Abuse Policy, Administrative Regulations 2.08 & 2.08.01, all employees must notify their supervisor or Human Resources, before beginning work, when taking any medications, which the employee could reasonably have known may interfere with the safe and effective performance of duties or operation of City equipment or vehicles. Report both over-the-counter and/or prescription medications.

**Please do not disclose your medical condition.**

**Employee Information**

*Please print legibly.*

Employee's Name:

Job title:

Department/Division:

Phone number:

Email:

I understand that it is my obligation to inform the City of Roseville of any medication I know or could reasonably have known may interfere with the safe and effective performance of duties or operation of City equipment or vehicles.

Employee's Signature: \_\_\_\_\_

**Medication**

*Please print legibly.*

**Name of Medication(s):**

**Date Prescribed/Duration:**

**Dosage:**

**Please submit completed form to:**

**City of Roseville**

**Human Resources Department**

**311 Vernon Street**

**Roseville, CA 95678**

**Phone: (916) 774-5475 – Fax: (916) 774-5461**

*This form is confidential and shall not be kept in a supervisor file.*

**PROCEDURE UTILIZED FOR THE DRUG SCREENING PROGRAM  
INCLUDING CHAIN OF CUSTODY**

When an individual is directed, by the City, to a medical provider or designated representative for drug screening, the following procedure is observed:

City employees will be escorted to the medical provider or designated representative by a supervisor or other management personnel. The escort will remain at the testing location until testing is complete and verification that return to work is appropriate.

The drug screening procedure is explained to the individual and any questions answered by the medical provider or designated representative.

The individual is asked to sign a waiver giving permission to perform the drug screening (Attachment "B").

The medical provider or designated representative presents the individual with a special, empty, sterile container and the sanitary seal on the container is broken in front of the individual.

The individual is accompanied by a medical provider or designated representative, to a restroom to give the sample in order to prevent tampering with the sample.

The individual's name is placed on the container and it is placed in a special envelope with the individual's name written on the envelope.

The sample is left in a special secured place for the lab to pick up.

The lab picks up the sample and places it in another sterile container that only has a serial number on it so the individual is not identified by name.

The drug screening test is conducted on part of the sample, and if it tests positive, a second test, using a different methodology such as gas chromatography/mass spectrogram is conducted to confirm the positive result.

If the tests result in one positive and one negative result, the overall test is considered negative.

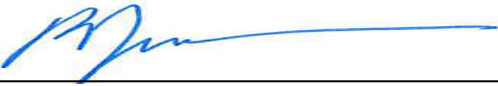
In the case of marijuana, the level of the positive test is set high enough to exclude people who have had casual encounter with the drug, such as being in a room where it is smoked by someone else. A test threshold (NAG/ML) for THC, which is the active substance in marijuana, is used as a cutoff, which ensures that someone who registers positive has indeed ingested such a substantial amount of that drug that it precludes inadvertent exposure.

The results of the test are forwarded to the medical provider or designated representative in a written report.

The test samples are retained by the lab for a period of six months so applicants appealing to the Personnel Board have the opportunity to have their sample retested if the Board so directs.

**CITY OF ROSEVILLE  
ADMINISTRATIVE REGULATION**

APPROVED:



ROB JENSEN, CITY MANAGER

Number: A. R. 2.08.1

Date Effective: December 31, 1988  
(originally part of A.R. 2.08)

Date Revised: August 15, 2016

**SUBJECT: CONTROLLED SUBSTANCES AND ALCOHOL TESTING POLICY FOR  
EMPLOYEES REQUIRED TO POSSESS A COMMERCIAL DRIVER'S  
LICENSE OR PERFORM SAFETY SENSITIVE DUTIES**

**I. Purpose**

To establish an alcohol and controlled substance testing program with the primary purpose to deter Covered Employees from reporting to work or working under the influence of controlled substances and/or alcohol. The testing program meets the requirements of the Omnibus Transportation Testing Act (OTTA) of 1991, including pre-employment, random, post-accident, reasonable suspicion, return to work, and follow-up testing.

**II. Policy**

This policy shall serve as a supplement to the Alcohol and Drug Abuse Policy, Administrative Regulation 2.08, and incorporates the OTTA in its entirety and as amended. Employees covered under this policy are also covered under the City's Alcohol and Drug Abuse Policy (A.R. 2.08).

This policy complies with 49 CFR Part 40, as amended (Drug and Alcohol Testing Procedures), 49 CFR Part 382, as amended (Federal Motor Carrier Safety Administration or FMCSA), and 49 CFR Part 655, as amended (Federal Transit Administration or FTA). All drug and alcohol testing is conducted in accordance with these regulations.<sup>1</sup>

This policy applies to every employee whose position requires the possession of a commercial driver's license (CDL), every employee performing a "safety-sensitive function" as defined herein, and any person applying for such positions.

It is the policy of the City of Roseville (hereinafter "City" and/or "City of Roseville") that employees covered by this policy shall not report to work or work under the influence of any controlled substances or alcohol. Employees covered under the OTTA shall participate in the City's Controlled Substances and Alcohol Testing Program. Covered Employees shall comply with the prohibitions listed in Section IV of this policy.

Job announcements for classifications of Covered Employees shall state that a pre-employment, controlled substance and alcohol test shall be administered. The Human Resources Director is the Designated Employer Representative (DER) for the City of Roseville and can answer questions related to this policy.

---

<sup>1</sup> 49 CFR Parts 40, 382, and 655 can be found on the Office of Drug & Alcohol Policy & Compliance's website <http://www.dot.gov/ost/odapc/index.html>.

The City of Roseville is committed to adhering to DOT standards regarding the collection of information relating to alcohol and controlled substances testing information. Such collection of information pertains to employment classifications where incumbents will be required to possess a commercial driver's license or perform safety-sensitive job duties.<sup>2</sup> A background check of prior drug and alcohol testing history shall be conducted prior to employment in a classification requiring a commercial driver's license. The history shall encompass the immediate prior three (3) years for FMCSA and two (2) years for FTA of the applicant's employment. Failure of an applicant to consent to this process will result in the applicant being denied employment into one of these classifications.

### **III. Definitions**

**Accident (for FMCSA purposes)** – An occurrence involving a commercial motor vehicle operating on a highway in interstate or intrastate commerce which results in:

- (1) A fatality; or
- (2) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (3) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle.

**Accident (for FTA purposes)** – An occurrence associated with the operation of a vehicle, if as a result:

- (1) An individual dies; or
- (2) An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or
- (3) With respect to an occurrence in which the mass transit vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle;

**Breath Alcohol Technician (BAT)** – A person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device used in alcohol testing procedures. Breath Alcohol Technicians are the only personnel qualified to administer the EBT tests.

**Chain of Custody** – The procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

**Commercial Motor Vehicle (CMV)** – A motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the vehicle:

---

<sup>2</sup> Refer to Attachment "1" for a list of Covered Employees; Attachment "1" is subject to change as required by modifications to job classifications.



- (1) Has a gross combination of weight rating of 11,794 or more kilograms (26,001 or more pounds) inclusive of a towed unit with a gross vehicle weight rating of more than 4,536 kilograms (10,000 pounds); or
- (2) Has a gross vehicle weight rating of 11,794 or more kilograms (26,001 or more pounds); or
- (3) Is designed to transport sixteen (16) or more passengers, including the driver; or
- (4) Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. § 5013(b) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, Subpart f).

**Controlled Substances** – Marijuana metabolites/THC, amphetamines, opiate metabolites, phencyclidine (PCP), cocaine metabolites, methamphetamine and methylenedioxymethamphetamine (MDMA) at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

**Covered Employee** – An employee, including an applicant, transferee or volunteer who is required, as a condition of employment, to operate, drive or maintain a commercial motor vehicle, and possess a Class “A” or “B” commercial driver's license and who performs, or will perform, a safety sensitive function as defined herein.<sup>3</sup>

**Department of Transportation (DOT)** – Department of the federal government which includes but is not limited to, the United States Coast Guard (USCG), the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Office of the Secretary (OST).

**Designated Employer Representative (DER)** – An individual identified by the employer as able to receive communications and test results from service agents and who is authorized to take immediate actions to remove employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes. The Human Resources Director shall serve as the DER for the City of Roseville.

**Disabling Damage** – Damage which prevents the departure of any vehicle from the scene of an accident in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the accident without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, tail lights, turn signals, the horn, or windshield wipers which makes the vehicle inoperable.

**Evidential Breath Testing Device (EBT)** – The device used for breath alcohol testing.

**Highway** – Any road, street, or way, whether on public or private property, open to public travel. “Open to public travel” means that the road section is available, except during scheduled periods, extreme weather or emergency conditions, passable by four-wheel standard passenger cars, and open to the general public for use without restrictive gates, prohibitive signs, or regulation other

---

<sup>3</sup> Refer to Attachment “1” for a list of Covered Employees; Attachment “1” is subject to change as required by modifications to job classifications.

than restrictions based on size, weight, or class of registration. Toll plazas of public toll roads are not considered restrictive gates.

**Public Transportation/Revenue Service Vehicles** – All vehicles that are used for passenger transportation service, whether general or special, to the public on a regular basis or that require a commercial driver's license (CDL) to operate. Includes all ancillary vehicles used in support of the transit system.

**Medical Review Officer (MRO)** – A licensed physician (M.D. or D.O.) responsible for receiving laboratory results generated by an employer's controlled substances testing program, who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with his or her medical history and any other relevant biomedical information.

**Negative Dilute** – A drug test result which is negative for the five drug/drug metabolites, as defined herein under Controlled Substances, but has a creatinine and specific gravity value lower than expected for human urine.

**Refusal** – A failure to comply with any part of the testing process, including failure to appear for any test within a reasonable time, after being directed to do so by the employer; failure to remain at the testing site until the testing process is complete; failure to remain at the scene of an accident without just cause to leave prior to submitting to a test; failure to provide a urine specimen or breath or saliva sample for any drug or alcohol test required; in the case of direct observation or monitored collection, failure to permit the observation or monitoring; failure to provide sufficient amount of urine when directed; failure or declination to take a second test the employer or collector gives direction to take; failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER; possessing or wearing a prosthetic or other device used to tamper with the testing process; admitting the adulteration or substitution of a specimen to the collector or MRO; refusal to sign Step 2 of the alcohol testing form; in an observed collection, fail to follow the observer's instruction to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process; and finally, is reported by the MRO as having a verified adulterated or substituted test result.

#### **Safety Sensitive Duties<sup>4</sup> –**

**Federal Motor Carrier Safety Administration - FMCSA** safety sensitive duties apply to all commercial driver's license (CDL) holders who operate a commercial motor vehicle (CMV). Under FMCSA an employee is performing a safety sensitive function if they are:

- Driving a commercial motor vehicle which requires the driver to have a CDL;
- Inspecting, servicing, or repairing any commercial motor vehicle;
- Waiting to be dispatched to operate a commercial motor vehicle;
- Performing all other functions in or upon a commercial motor vehicle;
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded;
- Performing driver requirements associated with an accident;

---

<sup>4</sup> Refer to Attachment "1" to determine classifications for which both FMSCA and FTA regulations apply.

- Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

**Federal Transit Administration - FTA** safety sensitive duties apply to all operators of revenue service vehicles, CDL-holding operators of non-revenue service vehicles, persons controlling dispatch or movement of a revenue service vehicle, revenue service vehicle mechanics, and firearm-carrying security personnel. Under FTA, an employee is performing a safety sensitive function if they are:

- Operating a revenue service vehicle, in or out of revenue service;
- Operating a non-revenue vehicle requiring a CDL;
- Controlling movement or dispatch of a revenue service vehicle;
- Security personnel who carry firearms;
- Maintenance (including repairs, overhaul and rebuilding) of revenue service vehicles or equipment used on revenue service vehicles;
- Contractor employees performing any of the above that stand in the shoes of transit system employees.

**Split Specimen** – In drug testing, a part of the urine that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the primary specimen or a verified adulterated or substituted test result.

#### **IV. Prohibited Conduct**

Covered Employees shall not:

1. Report for duty or remain on duty anytime there is a quantifiable presence of a controlled substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended;
2. Report for duty or remain on duty with any alcohol concentration of greater than 0.04 regardless of when the alcohol was consumed;
3. Report for duty or remain on duty after notification by City that City has become aware of alcohol consumption by employee within four (4) hours of performing a safety-sensitive function;
4. Possess alcohol or illegal drugs in the workplace;
5. Consume alcohol, including medications or food containing alcohol, within four (4) hours of scheduled reporting for duty to perform safety-sensitive functions;
6. Consume alcohol within eight (8) hours after an accident or until completion of a post-accident alcohol test, whichever occurs first;
7. Refuse to submit to a post-accident, random, reasonable suspicion, return-to-duty, pre-employment or follow-up controlled substance and/or alcohol test.

## **V. Testing Procedures**

All controlled substance and alcohol testing procedures will be conducted as required in 49 CFR Part 40, as amended and 49 CFR Part 382, as amended or 49 CFR Part 655, as amended, as applicable.

Alcohol tests will be conducted using a National Highway Traffic Safety Administration (NHTSA) approved Evidential Breath Testing device (EBT) under the guidance of a Breath Alcohol Technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur using an EBT. The confirmatory test will be conducted at least fifteen (15) minutes after the completion of the initial test and before thirty (30) minutes expires.

Controlled substance testing will generally be performed by urinalysis. If a lab test is positive it shall be confirmed by the lab through chromatography/mass spectrometry analysis (GCMS) testing and a Medical Review Officer (MRO) will notify the employee of the test result and provide an opportunity for the employee to discuss the result. The employee may request a retest of the sample if the request is made within seventy-two (72) hours of initial contact with the MRO. The MRO will review and interpret each positive test result, including the employee's medical history and medical records.

The MRO will notify the DER of negative and verified positive drug test results. In all testing protocols described below, a negative dilute result with creatinine levels of 2-5 mg/dL will require an immediate recollection under direct observation. Negative dilute results with creatinine levels greater than 5 mg/dL will require an immediate recollection, however, a recollection under direct observation will not apply unless a basis for direct observation testing under DOT regulations, 49 CFR § 40.67, exists.

All testing will be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS).

Attachment "2" describes the method in which drug and alcohol tests will be conducted, how samples will be processed after the drug and/or alcohol test is completed, how a confirmatory test after an initial positive result will be performed, and conditions under which a direct observation test will be required.

### **A. Random Testing**

Random tests for alcohol will be conducted annually on at least ten percent (10%) of Covered Employees, and for controlled substances on at least fifty percent (50%) of Covered Employees. The random selection of employees shall be made by a scientifically valid method. Each employee shall have an equal chance of being tested each time selections are made. All random tests shall be unannounced and unpredictable and, if selected, employees shall proceed to the test site immediately upon notification.

Testing rates will meet or exceed the minimal annual percentage rate set each year by the DOT Agency. If an employee is subject to random alcohol or controlled substances testing under the random alcohol or controlled substances testing rules of more than one DOT agency for the same employer, the employee shall be subject to random alcohol and/or controlled

substances testing at the annual percentage rate established for the calendar year by the DOT agency regulating more than fifty percent (50%) of the driver's function.<sup>5</sup>

A Covered Employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety sensitive functions; or just after the employee has ceased performing such functions. A Covered Employee may be randomly tested for prohibited drug use anytime while on duty.

A Covered Employee will be removed from the random testing pool any time the employee will not be available for testing during an entire testing period. A Covered Employee who is removed from a random testing pool for more than thirty (30) days (FMCSA) or ninety (90) days (FTA), must be given a pre-employment test, and have a verified negative test result, prior to engaging in a safety-sensitive function.

#### **B. Reasonable Suspicion Testing**

A Covered Employee shall be tested when the City has a reasonable suspicion that the employee has violated any of the prohibitions of Section IV above. Reasonable suspicion is based on an articulable, specific, and contemporaneous observation concerning the appearance, behavior, speech, body odor, or indications of the chronic use or withdrawal effects of alcohol and controlled substances. These observations shall be made by a trained supervisor immediately prior to, during, or immediately after the employee's workshift.

A Covered Employee shall only be tested under reasonable suspicion for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety sensitive functions; or just after the employee has ceased performing such functions; however, reasonable suspicion testing for non-DOT activities may be conducted as described in A.R. 2.08. A Covered Employee may be tested under reasonable suspicion for prohibited drug use anytime while on duty.

A Covered Employee shall be tested for alcohol within two (2) hours from the observation, and under no circumstances later than eight (8) hours. Supervisors shall document the observations made, and if the testing is not completed within two (2) hours, such documentation shall include the cause for the delay. After a reasonable suspicion assessment/observation has been made, but if no test was given, a Covered Employee shall not be allowed to return to work until the employee has a negative test result or twenty-four (24) hours have elapsed since the assessment/observation.

A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor or City official who made the observations, within twenty-four (24) hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

Reasonable suspicion testing is determined by the Agency (FMSCA or FTA) that regulates the function the employee was performing at the time of the event.

---

<sup>5</sup> Refer to Attachment "1" to determine classifications for which both FMSCA and FTA regulations apply.

### **C. Post-Accident Testing**

Post-accident testing is determined by the Agency (FMSCA or FTA) that regulates the function the employee was performing at the time of the event.<sup>6</sup>

**FMSCA Procedures:** Covered Employees shall be subject to post-accident alcohol and controlled substance testing as follows:

1. As soon as practicable following an accident involving a CMV operating on a public road in commerce, the Covered Employee(s) driving the vehicle(s) shall be tested for alcohol and controlled substances:
  - i. Who was performing safety-sensitive functions (per the OTTA) with respect to the vehicle, if the accident involved the loss of human life; or
  - ii. Who receives a citation within eight (8) hours of the accident under State or local law for a moving traffic violation arising from the accident, if the accident involved:
    - a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident;
    - or
    - b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The following table notes when a post-accident test is required to be conducted under FMSCA:

| <b>Type of accident involved</b>                                       | <b>Citation issued to the CMV driver</b> | <b>Test on driver must be performed by employer</b> |
|------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------|
| i. Human fatality                                                      | YES                                      | YES                                                 |
|                                                                        | NO                                       | YES                                                 |
| ii. Bodily injury with immediate medical treatment away from the scene | YES                                      | YES                                                 |
|                                                                        | NO                                       | NO                                                  |
| iii. Disabling damage to any motor vehicle requiring tow away          | YES                                      | YES                                                 |
|                                                                        | NO                                       | NO                                                  |

A Covered Employee shall remain readily available for testing after an accident until a test(s) is completed, or until two (2) hours after the time period set forth below has expired. A Covered Employee shall not consume any alcohol for a period of eight (8) hours following an accident or until he/she undergoes a post-accident test, which ever comes first. If an alcohol test required by this section is not administered within two (2) hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight (8) hours following the accident, attempts to administer an alcohol test shall cease and the supervisor shall prepare a record stating the reasons the alcohol test was not administered.

---

<sup>6</sup> Refer to Attachment "1" to determine classifications for which both FMSCA and FTA regulations apply.

This documentation shall be submitted to Human Resources for record-keeping purposes. Records shall be submitted to FMCSA upon request.

If a controlled substance test required by this section is not administered within thirty-two (32) hours following the accident, attempts to administer a controlled substance test shall cease and the supervisor shall prepare a record stating the reasons the controlled substance test was not administered. This documentation shall be submitted to Human Resources for record-keeping purposes. Records shall be submitted to FMCSA upon request.

Failure of the Covered Employee to remain available for testing, as set forth above, constitutes a refusal.

Nothing in this policy is intended to delay obtaining medical treatment after the accident, or to prohibit a Covered Employee from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care. An accident that does not meet the definition of "Accident" in this policy may still result in reasonable suspicion testing of Covered Employee(s) if the criteria for such testing as outlined in this policy or that which is stated in A.R. 2.08 is met.

**FTA Procedures:** Covered Employees shall be subject to post-accident alcohol and controlled substances testing as follows:

1. Fatal Accidents: As soon as possible following an accident involving the loss of human life, DOT drug and alcohol tests must be conducted on all surviving Covered Employees operating the public transportation vehicle at the time of the accident. In addition, any other Covered Employee whose performance could have contributed to the accident, as determined by the City using the best information available at the time of the decision, must be tested.
2. Non-Fatal Accidents: Post-accident testing is required if one of the following conditions is met:
  - i. An accident involving a public transportation vehicle which results in injuries requiring immediate medical treatment away from the scene, and the Covered Employee operating the public transportation vehicle at the time of the accident contributed to the accident; or
  - ii. One or more vehicles receive disabling damage have to be towed from the scene, and the Covered Employee operating the public transportation vehicle at the time of the accident contributed to the accident;
  - iii. An accident in which the public transportation vehicle involved is a bus, electric bus, van, or automobile, one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the accident and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle.

In addition, any other Covered Employee (such as a mechanic or dispatcher) whose performance could have contributed to the accident, as determined by the City using the best information available at the time of the decision, will be tested.

The following table notes when a post-accident test is required to be conducted under FTA:

| <b>Type of accident involved</b>                                       | <b>Covered Employee contributed to accident</b> | <b>Test on driver and any other Covered Employee whose performance could have contributed to the accident must be performed by employer</b> |
|------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| i. Human fatality                                                      | YES                                             | YES – On all surviving Covered Employees                                                                                                    |
|                                                                        | NO                                              | YES – On all surviving Covered Employees                                                                                                    |
| ii. Bodily injury with immediate medical treatment away from the scene | YES                                             | YES                                                                                                                                         |
|                                                                        | NO                                              | NO                                                                                                                                          |
| iii. Disabling damage to any motor vehicle requiring tow away          | YES                                             | YES                                                                                                                                         |
|                                                                        | NO                                              | NO                                                                                                                                          |

A Covered Employee shall remain readily available for testing after an accident until a test(s) is completed, or until two (2) hours after the time period set forth below has expired. A Covered Employee shall not consume any alcohol for a period of eight (8) hours following an accident or until he/she undergoes a post-accident test, which ever comes first. If an alcohol test required by this section is not administered within two (2) hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight (8) hours following the accident, attempts to administer an alcohol test shall cease and the supervisor shall prepare a record stating the reasons the alcohol test was not administered. This documentation shall be submitted to Human Resources for record-keeping purposes. Records shall be submitted to FTA upon request.

If a controlled substance test required by this section is not administered within thirty-two (32) hours following the accident, attempts to administer a controlled substance test shall cease and the supervisor shall prepare a record stating the reasons the controlled substance test was not administered. This documentation shall be submitted to Human Resources for record-keeping purposes. Records shall be submitted to FTA upon request.

Failure of the Covered Employee to remain available for testing, as set forth above, constitutes a refusal.

Nothing in this policy is intended to delay obtaining medical treatment after the accident, or to prohibit a Covered Employee from leaving the scene of the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care. Should it be necessary for a Covered Employee to leave the scene of the accident prior to testing, the employee must notify the City of his/her location; refusal to do so may be deemed by the City as a refusal to submit to testing. An accident that does not meet the definition of "Accident" in this policy may still result in reasonable suspicion testing of Covered Employee(s) if the criteria for such testing as outlined in this policy or that which is stated in A.R. 2.08 is met.



#### **D. Pre-Employment Testing**

An applicant seeking a position which requires, as a condition of employment, the operation, driving, or maintenance of a CMV, and possession of a commercial driver's license shall be tested for alcohol and controlled substances upon a contingent offer of employment. An applicant shall not be hired unless the test results are negative.

A current employee applying for, and who does not currently hold, a position in which the employee is required, as a condition of employment, to operate, drive, or maintain a CMV and possess a commercial driver's license shall be tested for alcohol and controlled substances. The employee shall not be appointed unless the test results are negative.

A current employee who fails a pre-employment test will be referred to Human Resources for evaluation pursuant to this policy, the City's Drug and Alcohol Abuse Policy (A.R. 2.08) and applicable departmental policies.

A Covered Employee who is removed from a random testing pool for more than thirty (30) days (FMSCA) or ninety (90) days (FTA), must be given a pre-employment test, and have a verified negative test result, prior to engaging in a safety-sensitive function.

Cancellation of a pre-employment drug or alcohol test does not eliminate the requirement that a current employee (as required by this section) or applicant must take a drug and alcohol test with a verified negative result.

If during a background check of prior drug and alcohol testing history it is discovered that a Covered Employee or applicant has previously failed or refused a pre-employment drug or alcohol test administered by another employer, the Covered Employee or applicant must provide proof of having successfully completed a referral, evaluation and treatment plan prior to engaging in a safety-sensitive function.

#### **E. Return to Duty Testing**

No Covered Employee shall return to duty after engaging in conduct prohibited by Section IV of this policy without evaluation by a Substance Abuse Professional (SAP), participation in any treatment program prescribed, and successfully passing a controlled substance and/or alcohol test. A Covered Employee must have a verified negative drug result and/or alcohol test result of less than 0.02 to return to a safety-sensitive function. Test is conducted under direct observation.

#### **F. Follow-up Testing**

A Covered Employee who has been referred to a SAP pursuant to this policy shall be subject to unannounced controlled substance and/or alcohol testing as directed by the SAP. There shall be at least six (6) tests within the first twelve (12) months following return to duty. The period for follow-up testing shall not exceed five (5) years. Follow-up testing is separate from and, in addition to, the random testing process. Test is conducted under direct observation.

**V. Confidentiality**

Reporting of test results shall be consistent with the requirements of 49 CFR Part 40, as amended. Test results will be forwarded to the DER and maintained in confidential medical files for record-keeping purposes.

**VI. Non-compliance with Policy**

A Covered Employee with a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four (24) hours following the administration of the test.

A Covered Employee with a positive test result for a controlled substance(s) or alcohol (concentration of 0.04 or greater) or a refusal to test shall be considered in violation of this policy and shall:

1. Be immediately relieved of duty;
2. Be referred to, and submit to an examination by a SAP;
3. At the employee's expense, undergo treatment as indicated by the SAP;
4. Before returning to work, take a return-to-duty controlled substance test with a negative result and/or alcohol test with a result of less than 0.02; and
5. Be subject to follow-up controlled substance and/or alcohol testing.

Refusal to submit to any required test shall be deemed a positive test result. A Covered Employee who refuses to comply with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty, and is subject to disciplinary action, up to and including termination. In addition, a Covered Employee who violates this policy may be liable for penalties as provided in federal statute.

**ATTACHMENT "1"**

**COVERED EMPLOYEES**

An employee in any of the following classifications is covered by the controlled substances and alcohol testing requirements of this policy. Those classifications identified with an asterisk (\*) are subject to both FMCSA and FTA regulations; those classifications without an asterisk (\*) are only subject to FMCSA regulations.

**Electric**

|                                                                         |      |
|-------------------------------------------------------------------------|------|
| Senior Electric Line Technician                                         | 7118 |
| Electric Pre-Apprentice                                                 | 2421 |
| Electric Apprentice Line Technician                                     | 0150 |
| Electric Materials Tech I (if assigned to Distribution Operations)      | 2210 |
| Electric Materials Tech II (if assigned to Distribution Operations)     | 2212 |
| Senior Electric Materials Tech (if assigned to Distribution Operations) | 7169 |

**Solid Waste**

|                              |      |
|------------------------------|------|
| Electric Line Troubleshooter | 4430 |
| Refuse Maintenance Worker II | 6226 |
| Refuse Truck Driver I        | 6302 |
| Refuse Truck Driver II       | 6304 |
| Senior Refuse Truck Driver   | 7129 |
| Refuse Supervisor            | 6235 |

**Streets**

|                                  |      |
|----------------------------------|------|
| Street Sweeper Operator          | 7540 |
| Street Maintenance Worker I      | 7525 |
| Street Maintenance Worker II     | 7530 |
| Senior Street Maintenance Worker | 7187 |

**Wastewater**

|                                              |      |
|----------------------------------------------|------|
| Wastewater Utility Maintenance Worker I      | 9027 |
| Wastewater Utility Maintenance Worker II     | 9029 |
| Senior Wastewater Utility Maintenance Worker | 7202 |
| Wastewater Collection Supervisor             | 8978 |

**Water**

|                                  |      |
|----------------------------------|------|
| Water Distribution Worker I      | 9246 |
| Water Distribution Worker II     | 9248 |
| Senior Water Distribution Worker | 7204 |

**Parks & Recreation**

|                                                 |      |
|-------------------------------------------------|------|
| Tree Trimmer                                    | 8310 |
| Senior Tree Trimmer                             | 7201 |
| Parks and Open Space Equipment Operator         | 5092 |
| Parks Maintenance Worker I (if designated)      | 5070 |
| Parks Maintenance Worker II (if designated)     | 5080 |
| Senior Parks Maintenance Worker (if designated) | 7192 |

**Vehicle Maintenance**

|                                   |       |
|-----------------------------------|-------|
| Equipment Serviceworker           | 2560* |
| Mechanic I                        | 4500* |
| Mechanic II                       | 4501* |
| Senior Mechanic                   | 7189* |
| Vehicle Maintenance Part Buyer    | 8938* |
| Vehicle Maintenance Servicewriter | 8940* |
| Fleet Management Technician       | 3319* |

**Police Department**

Police Officers/Community Service Officers – who are designated to drive commercial vehicles

\*Employees under FTA Guidelines

**ATTACHMENT "2"**

**PROCEDURES UTILIZED FOR THE DRUG SCREENING PROGRAM**

When an individual is directed, by the City, to the medical provider or designated representative for drug screening, the following procedure is observed:

1. City employees will be escorted to the medical provider or designated representative by a supervisor or other management personnel. The designee will remain at the testing location until testing is complete and verification that return to work is appropriate.
2. The screening procedure will be explained to the individual, paperwork completed, and any questions answered by the medical provider or designated representative.
3. The individual will be asked to show a photo identification.
4. The individual will need to remove outer clothing (i.e., jackets) and empty pockets. Belongings will be secured and returned to the individual after specimen collection.
5. The individual will be asked to wash hands thoroughly.
6. The medical provider or designated representative will provide the individual with an empty, sterile split testing container and the seal on the container will be broken in front of the individual.
7. The individual will be accompanied by the medical provider or designated representative to a restroom to give the sample in order to prevent tampering with the sample.
8. The medical provider or designated representative will enter the restroom once the individual has provided a specimen; will hand the individual a hand wipe; will check the temperature of the specimen (within four (4) minutes) and look for evidence of tampering.
9. The medical provider or designated representative shall, in the presence of the individual, pour the sample into two (2) separate containers. The first Container "A" must have a minimum of 30 ml and shall serve as the primary container. The second Container "B" must have a minimum of 15 ml and shall serve as the split sample.
10. The medical provider or designated representative will apply the seals to the specimen in the individual's presence and will reflect the date. The individual will provide their initials on both Specimen "A" and "B". The container will then be placed in a special envelope along with the completed Chain of Custody (COC) form once the collection is completed.
11. The samples will be secured until the lab picks them up or until the medical provider or designated representative arranges for shipping. Samples are picked up or shipped within twenty-four (24) hours of collection or during the next business day.
12. The lab will pick up the samples and place them in different sterile containers that only have a serial number on them so the individual is not identified by name.
13. The screening test is conducted on the primary sample, and if it tests positive, the individual is given the opportunity to have a second test conducted on the split sample.

14. In the case of marijuana, the level of the positive test is set high enough to exclude people who have had a casual encounter with the drug, such as being in a room where it is smoked by someone else. A test threshold (NAG/ML) for THC, which is the active substance in marijuana, is used as a cutoff, which ensures that someone who registers positive has indeed ingested such a substantial amount of that drug that it precludes inadvertent exposure.
15. The result of the test(s) are forwarded to the DER in a written report by the MRO.
16. The test samples are retained by the lab for a period of one (1) year so employees appealing a disciplinary action to the Personnel Board have the opportunity to have their sample retested if the Board so directs.

#### **PROCEDURES UTILIZED FOR THE ALCOHOL SCREENING PROGRAM**

When an individual is directed, by the City, to the medical provider for alcohol screening, the following procedure is observed:

1. City employees will be escorted to the medical provider or designated representative by a supervisor or other management personnel. The designee will remain at the testing location until testing is complete and verification that return to work is appropriate.
2. Breath alcohol testing is conducted by a Breath Alcohol Technician (BAT).
3. The screening procedure will be explained to the individual, paperwork completed, and any questions answered by the BAT.
4. The individual will be asked to show a photo identification.
5. The individual will be asked to sign the Alcohol Testing Form (ATF) and verify the identification information on the ATF.
6. The BAT will attach an individually sealed mouthpiece to the Breathalyzer in the individual's view and explain the process. An air blank of .000 is conducted which offers the individual assurance that there is no residual alcohol in the air that could affect the test.
7. The BAT obtains a reading and prints out the results. The BAT verifies with the individual that the results on the EBT match the printout. Both the BAT and the individual sign the printout. Copies of the printout are distributed to the DER, the employee, and the BAT retains a copy.
8. If the BAT obtains a reading of 0.02 or higher on the screening test, a second confirmation test will be conducted. If the confirmation test reads 0.02 or higher the DER is contacted immediately.

**PROCEDURES UTILIZED FOR THE DIRECT OBSERVATION TESTING PROGRAM**

Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

1. The employee attempts to tamper with his/her specimen at the collection site.
  - a. The specimen temperature is outside the acceptable range;
  - b. The specimen shows signs of tampering (unusual color, odor, characteristic); or
  - c. The collector finds an item in the employee's pockets or wallet which appears to be brought into the site to contaminate a specimen, or the collector notes conduct suggesting tampering.
2. The Medical Review Officer (MRO) orders the direct observation because:
  - a. The employee has no legitimate medical reason for certain atypical laboratory results;  
or
  - b. The employee's positive or refusal (adulterated/substituted) test result had to be cancelled because the split specimen test could not be performed (for example, the split was not collected).
3. The test is a Follow-Up test or a Return-to-Duty test.
4. The MRO reported a negative dilute result with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL.

Failure of an employee to permit any part of the direct observation procedure constitutes a refusal to test.