

RESOLUTION NO. 2018-37

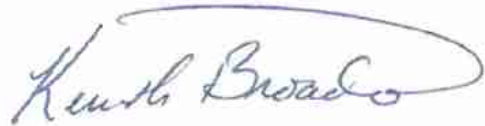
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCKLIN AND
ROCKLIN POLICE OFFICERS' ASSOCIATION

The City Council of the City of Rocklin does resolve as follows:

Section 1. The Memorandum of Understanding between the City of Rocklin and Rocklin Police Officers' Association in the form attached hereto as Exhibit A and incorporated herein is hereby approved.

PASSED AND ADOPTED this 27th day of February, 2018, by the following vote:

AYES:	Councilmembers:	Yuill, Gayaldo, Janda, Patterson, Broadway
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None



Kenneth Broadway, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

**City of Rocklin
And
Rocklin Police Officers' Association**



Memorandum of Understanding CITY OF ROCKLIN AND ROCKLIN POLICE OFFICERS' ASSOCIATION



**Term of Agreement
January 1, 2018—December 31, 2020**

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MEMORANDUM OF UNDERSTANDING
CITY OF ROCKLIN AND ROCKLIN POLICE OFFICERS' ASSOCIATION

ENTERED into this 27th day of February, 2018 by the CITY OF ROCKLIN, a municipal corporation of the State of California and the ROCKLIN POLICE OFFICERS' ASSOCIATION.

NOW THEREFORE, the parties hereto do adopt this Memorandum of Understanding as follows:

SECTION I – GENERAL

ARTICLE 1. DEFINITIONS

The following words and phrases shall have the following meanings unless defined differently in a particular article or section:

- 1.1. Total Compensation for Sworn Personnel as used in Article 12.1.2. – shall consist of the following:
- The top step salary.
 - Longevity Pay with 15 years of service.
 - The maximum educational incentive including incentives paid for POST certifications where applicable.
 - The total cost to the employer (both the employer portion and the employee portion if paid by the employer) for the applicable retirement program.
 - The total cost to the employer for the following insurance programs: medical, dental, vision, and life. The costs used for insurance programs self-insured by the employer shall be its published COBRA pricing.
- 1.2. Base Rate of Pay – The employee's current hourly rate with no additional incentives or overtime included.
- 1.3. CalPERS Member (Classic) – Employees who were members of a California public retirement system before January 1, 2013, and meet the definition of a classic member as determined by CalPERS.
- 1.4. CalPERS New Member (PEPRA) – Employees who become members of a California public retirement system for the first time on or after January 1, 2013, are not subject to reciprocity or returned to active membership with a new employer following a break in service greater than six months.
- 1.5. City – The City of Rocklin.
- 1.6. Day – Day shall mean a period of time between any midnight and the midnight following.
- 1.7. Emergency Overtime – An immediate need for personnel.

- 1.8. Employee – A member of the employee bargaining unit represented by the Rocklin Police Officers' Association. Part-time employees, Reserve Police Officers, and volunteers are not covered by this MOU.
- 1.9. Extended Period – (Pursuant to Article 37, Family Care and Medical Leave) – An absence of two (2) weeks or more.
- 1.10. Grievance – (Pursuant to Article 46, Grievance Procedure) – A claimed violation, misapplication, or misinterpretation of a specified provision of this Agreement which adversely affects the grievant.
- 1.11. Grievant – (Pursuant to Article 46, Grievance Procedure) – An employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and thereafter represented by a single grievant.
- 1.12. Immediate Family – (Pursuant to Article 33, Paid Time Off) – For purposes of sick leave use as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive or foster parent, stepparent, or legal guardian, spouse or domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent, grandchild, or sibling.
- 1.13. Meyers-Milias-Brown Act (MMBA) – Chapter 10 of Division 4 of Title 1 of the Government Code commencing with section 3500, having to do with employer/employee relations, as the same now reads or as it may be amended to read.
- 1.14. MOU – This Memorandum of Understanding or a prior or future Memorandum of Understanding as the context may require.
- 1.15. Overtime – For sworn employees, except for sworn employees who are assigned to a patrol schedule with a 12.5 hour and 10 hour makeup shift plan, any time worked in excess of eighty (80) hours in a pay period.
- For sworn employees assigned to a patrol schedule with a 12.5 hour and 10 hour makeup shift plan, any time worked in excess of the regularly scheduled seventy-five (75) or eighty-five (85) hours in a pay period.
 - For non-sworn employees, any time worked in excess of forty (40) hours in a work week.

- 1.16. Paid Hours – Regular, sick, Paid Time Off (PTO), Compensatory Time Off (CTO), and holiday hours.
- 1.17. Part-time Employees – Those employees whose regularly scheduled work assignment is less than thirty (30) hours per work week or employees who are authorized to work no more than nine hundred and sixty (960) hours in a year.
- 1.18. Permanent Status – The status of an employee who has successfully completed a probationary period.
- 1.19. Personnel Rules – The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.
- 1.20. Probationary Period – A working test period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position. “Initial” probationary period is the first probationary period completed by an employee following the original date of hire.
- 1.21. Probationary Status – The status of an employee who is serving a probationary period for the position and/or class in which he/she is currently employed.
- 1.22. Promotion – The advancement of an employee from a position in one class to a position in another class having a higher maximum rate of pay.
- 1.23. Reasonable Suspicion – (Pursuant to Article 45, Drug, Alcohol, and Substance Abuse Policy) – A belief based on objective and articulated 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.
- 1.24. Regular Rate of Pay – The employee’s base rate of pay plus all differentials to which the employee is entitled.
- 1.25. RPOA – The Rocklin Police Officers’ Association.
- 1.26. Scheduled Overtime – Overtime assignments that have been anticipated and are greater than two (2) weeks until assignment.
- 1.27. Seniority – For the purposes of Overtime, Scheduling Procedures – Extended PTO (Vacation), Work Hours and Schedule, and Reduction in Force/Layoff, seniority

will be determined by length of continuous full-time service in the affected classification. Continuous full-time service means the employee's total continuous full-time service since date of appointment to the classification without break or interruption. Approved leaves, suspensions of one month or less, and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service. Classification seniority shall include any time spent in another equal to or higher departmental full-time classification if the employee returns to his/her former classification for any reason. The level of classification shall be based on the base rate of pay. Classification seniority shall also include time spent within the Rocklin Police Department in Special Duty assignments. In the event of a tie, total City seniority, date of application, and choice by lot shall be used in that order to break the tie.

- 1.28. Short-Notice Overtime – A need for personnel which becomes necessary within two (2) weeks or less of assignment.
- 1.29. Supervisor – The individual who is directly responsible for the day-to-day assignment, review of performance, and direction of the work of an employee.
- 1.30. Work Week – The period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday.

ARTICLE 2. INTENT

This MOU is intended to be the agreement of the parties reached after meeting and conferring in good faith pursuant to the requirements of the MMBA.

This MOU constitutes the entire understanding of the parties with respect to the matters covered by the MOU, and all previous Memoranda and contrary practices and side agreements are hereby expressly superseded.

All amendments hereto shall be valid only when made in writing and approved by each party.

ARTICLE 3. TERM

This MOU shall be effective as of January 1, 2018 and shall remain in effect until midnight December 31, 2020. During the term of this MOU should either party desire to modify its terms or meet and confer as to a matter within the scope of representation, which is not addressed herein, then such party shall make such a request in writing to the other party. The subject of the request shall be specified in the written request. No changes in this MOU shall be made without the mutual consent of both the City and the RPOA.

ARTICLE 4. RECOGNITION

The City recognizes the RPOA as the sole and exclusive representative for the Police Representation Unit which consists of full-time permanent and probationary employees in the classes of Police Sergeant, Police Officer, Police Technical Assets Coordinator, Community Service Officer, Evidence/Property Technician, Public Safety Dispatch Supervisor, Senior Public Safety Dispatcher, Animal Control Officer, Public Safety Dispatcher I/II, Senior Records Clerk, Police Records Clerk, and such non-supervisory classes as may be added to the unit during the term of this MOU.

ARTICLE 5. SUCCESSOR MEMORANDUM OF UNDERSTANDING

Should either party desire to meet and confer on a successor memorandum of understanding, the party shall endeavor to serve notice in writing on the other party no later than sixty (60) days prior to the expiration of this MOU. Meet and confer sessions should be scheduled as soon as possible after such notice is given.

ARTICLE 6. PERSONNEL RULES

The Personnel Rules of the City of Rocklin are no longer incorporated within this MOU. Personnel Rules for City Employees will remain in effect for those matters not covered by this MOU. The City agrees to meet and confer with the RPOA over any proposed change to wages, hours, and working conditions of employees in the bargaining unit prior to presenting it to Council for consideration, approval, and adoption.

ARTICLE 7. AMERICANS WITH DISABILITIES ACT

Non-Discrimination. Because the ADA requires accommodation for individuals protected under the Act, and because these accommodations must be determined on an individual case-by-case basis, the parties agree that no provision in this MOU is intended to cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work, or other terms and privileges of employment. The parties further agree that neither party shall seek to enforce any provision of the MOU in a manner that will cause the City to discriminate relative to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work, or other terms and privileges of employment.

Accommodation. The RPOA recognizes that the City has the legal obligation to meet with the individual employee to be accommodated in order to determine what adjustment in working conditions is necessary, if any. The City will provide the RPOA with written notice of any proposed adjustment to working conditions it determines necessary in order to comply with the Act, and provide the RPOA the opportunity to meet and discuss the matter.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited to use as evidence of a past practice in the grievance procedure. Nothing, however, in this provision shall preclude the RPOA from utilizing the established grievance procedure, or any other means available by law, to challenge an alleged misapplication or abuse of this provision.

ARTICLE 8. CITY RIGHTS AND RESPONSIBILITIES

City retains, solely and exclusively, all the rights, powers and authority exercised and held prior to the execution of this MOU, except as expressly limited by a specific provision of this MOU. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City and not abridged herein, include but are not limited to the following, subject to the requirements of this MOU and/or any provision of law whether it be statutory or judicial:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract to discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number of employees needed; to hire, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed and the services to be provided; to determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing, or empowering the City to act or refrain from acting.

ARTICLE 9. COMPLETION OF BARGAINING

The parties mutually agree that during the term of this MOU, they unqualifiedly waive the right to and will not seek to negotiate or bargain wages, hours, and terms and conditions of employment whether or not covered by this MOU or in the negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to the MOU. Regardless of the waiver contained in this Article, the parties may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this MOU.

The parties to this MOU recognize and acknowledge that the services performed by the City employees covered by this MOU are essential to the public health, safety, and general welfare

of the residents of this jurisdiction. RPOA agrees that under no circumstances during the term of this MOU will RPOA recommend, encourage, cause or permit its members to initiate, recognize, or participate in any strike, sit-down, stay-in, sick-out, slow-down, (hereinafter collectively referred to as a work stoppage), or picketing related to collective bargaining matters, in any office or department of this jurisdiction, that would curtail any work, restrict any production, or interfere with any operation of the City. In the event of a work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

ARTICLE 10. SOCIAL SECURITY REOPENER

Should the Federal government or a court of competent jurisdiction determine that the City and its employees must participate in the Social Security program, the City and the RPOA agree to meet and confer promptly to determine ways to mitigate the cost impact of the mandate on the City and employees.

ARTICLE 11. SEPARABILITY

If any provision of this MOU is invalidated by any state or federal legislative or administrative enactment or by a court of law all remaining provisions shall continue in full force and effect for the remainder of this MOU. The parties shall meet and confer within a reasonable timeframe following the invalidation of any provision of this MOU in an effort to negotiate a replacement provision.

SECTION II – COMPENSATION

ARTICLE 12. SALARIES

12.1. Salary Market Adjustments

12.1.1. Salary market adjustments will be determined by the average of the total compensation paid by the following three cities: Roseville, Folsom, and Lincoln.

12.1.2. Effective the first pay period following approval by the City of Rocklin City Council the following classifications will receive a salary market adjustment as listed in the table below.

<u>Classification</u>	<u>Salary Market Adjustment</u>
Crime Analyst	12%
Public Safety Dispatch Supervisor	7.5%
Senior Public Safety Dispatcher	7.5%
Public Safety Dispatcher II	7.21%
Animal Control Officer	5.49%

12.1.3. Salary Adjustments

Salary increases for all classifications within the RPOA bargaining unit shall be based on Measure C (Chapter 2.48 of the Rocklin Municipal Code) or negotiated salary increases contained in this MOU, whichever is greater.

For example, if Measure C mandates a 1% salary increase is necessary for the Police Officer classification in the pay period that includes February 1st, 2018, and the MOU specifies that the Police Officer classification shall receive a negotiated 2% salary increase in the pay period that includes February 1st, 2018, then the 2% negotiated salary increase shall be applied.

Conversely, if Measure C mandates a 2% salary increase for the Police Officer classification and the MOU specifies a 1% negotiated salary increase, the 2% Measure C salary increase for the Police Officer classification shall be applied.

In no event shall an employee receive both a Measure C salary increase and a negotiated salary increase.

12.1.4. Salaries shall be determined either through provisions of Measure C or by making the following salary adjustments, whichever is greater:

- Effective the first pay period following approval by the City of Rocklin City Council, all classifications will receive a 5.0% base salary increase.
- Effective January 19, 2019, all classifications will receive a 2.0% base salary increase.
- Effective February 1, 2020, all sworn classifications will receive a 2.0% base salary increase.

Due to recruitment and retention challenges with sworn classifications, the City will increase the base salary reflected in 12.1.4. above for all sworn classifications by an additional 1% for a total of 6%, effective the first pay period following approval by the City of Rocklin City Council, and an additional 1% for a total of 3%, effective February 1, 2020.

12.2. Salary Schedules

The salary schedules for each job classification in the Rocklin Police Officers' Association Bargaining Unit are set forth in Addendums A and B of this Agreement. It is understood that implementation of any salary increase or market adjustment may vary slightly due to the impact of rounding.

A. Salary Schedule A and Establishment of Salary Schedule B

Effective January 1, 2018, or upon approval by the City Council whichever is latest, each job classification shall have two salary schedules; Schedule A and Schedule B.

B. Move to Salary Schedule B from Salary Schedule A

All employees hired prior to January 1, 2018, shall remain on Salary Schedule A until they have achieved step 6 of the salary range in their respective classification. Upon achievement of step 6, such employees will move to Salary Schedule B.

Effective the first pay period following approval by the City of Rocklin City Council, all employees who are at step 6 in their respective classifications will move to Salary Schedule B in the step appropriate for their salary step and longevity pay if applicable, as follows:

Step on Salary Schedule A and longevity pay based on years of service in the department	New Position on Salary Schedule B
Step 6 < seven (7) years of service	Step K
Step 6 with seven (7) years of service	Step L
Step 6 with ten (10) years of service	Step M
Step 6 with fifteen (15) years of service	Step N

Examples:

- A Step 6 employee with no longevity pay will move from Schedule A/ Step 6, to Schedule B/Step K.
- A Step 6 employee with 15 years of City service receiving a longevity pay differential of 7.5% of the base rate of pay will move from Schedule A/Step 6 to Schedule B/Step N and no longer be eligible for longevity pay.
- Effective the first pay period following approval of the City of Rocklin City Council, new hires will be assigned to Schedule B, and shall not be eligible for longevity pay.

C. Salary Schedule B

All employees hired on or after January 1, 2018, or upon approval by the City Council, whichever is latest, shall be assigned to Salary Schedule B (Addendum B).

- The first step of Salary Schedule B shall be 100% of step 1 of Salary Schedule A for each job classification.
- Salary Schedule B shall consist of fourteen (14) salary steps (steps A through N). The increase from step A to step B shall be approximately 2.5% with all subsequent steps increasing by approximately 2.5% through step N.

12.3 Salary Upon Promotion

Upon promotion an employee who is receiving either Corporal or Detective pay shall be placed at the step in the new salary range that provides a minimum salary increase of 5% above their regular rate of pay unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Upon promotion employees not receiving either Corporal or Detective pay shall be placed at the step in the new salary range that provides a minimum salary increase of 5% above their base compensation unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range.

ARTICLE 13. OVERTIME

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay for each hour or one-fourth (1/4) thereof worked. Employees may choose to accrue compensatory time in lieu of receiving paid overtime in accordance with the provisions of Article 35, Compensatory Time Off. Compensatory time shall be provided at the same rate as overtime is paid.

The amount of overtime an employee will be authorized to work will depend on the service needs of the Department and will be determined by the Police Chief or designee.

Except sworn officers assigned to work a 12.5 hour overtime patrol shift, employees who are required to work more than twelve (12) consecutive hours as the result of an overtime assignment shall be provided an additional thirty (30) minute meal period. Such meal periods may be postponed in case of emergency or due to service demands.

In scheduling overtime, the Department shall utilize the following Overtime Call-Out Procedure.

13.1. Emergency Overtime Call-Out Procedure

In the case of an emergency requiring immediate response of personnel, any employees summoned through personal contact, a message, or a page to work, shall do so promptly.

If a reasonable excuse exists that precludes the employee's response, he/she shall advise the supervisor requesting a response. It shall remain the discretion of the supervisor whether or not to require an employee to work Emergency Overtime.

13.2. Short Notice Overtime

13.2.1. Short-Notice Overtime Procedure

Any supervisor, upon realizing the need for personnel as per the definition of Short-Notice Overtime, may initiate this procedure. The supervisor will first seek to utilize on duty employees for "hold over" or next shift employees for an "early in." In the event that the use of on duty or early in employees would necessitate these employees to work excessively long shifts, the supervisor shall attempt telephone contact with other available employees as set forth below, then utilize on duty employees in another classification who are capable of performing the work.

13.2.2. Call-Out Procedure

Should an overtime assignment remain vacant following the use of the Short-Notice Overtime procedure, the supervisor shall begin a call-out of the least senior employee who has had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days.

Public Safety Dispatcher Supervisor/Senior Public Safety Dispatcher/Public Safety Dispatcher I/II: For purposes of call-out under this Article, the supervisor shall first contact the employees whose primary assignment is in the communications center (Public Safety Dispatcher Supervisor/ Senior Public Safety Dispatcher/Public Safety Dispatcher I/II) in order of least seniority, and who (1) are not on scheduled extended PTO; (2) are not on incidental day off to observe one of the holidays defined in Article 14, Special Holiday Pay; and (3) have had at least one (1) day (twenty-four (24) consecutive hours) off in the last seven (7) days. If still unable to fill the overtime assignment, the supervisor shall next contact the remaining Public Safety Dispatcher Supervisor/ Senior Public Safety Dispatcher/Public Safety Dispatcher I/II personnel in order of least seniority, using the criteria listed in the previous sentence.

13.3. Scheduled Overtime Sign-Up Lists

The supervisor responsible for scheduling shall post a sign-up for scheduled overtime. Generally, the overtime assigned by this procedure is for foreseeable overtime; i.e., training, vacations, injuries, vacancies, special assignments, etc.

The list will remain posted for five (5) days. Employees may sign up for up to eighteen (18) hours per pay period beginning with the most senior employee. Any leftover time will be reposted for an additional two (2) days for a second round of sign-ups based on seniority. However, no employee may sign up for additional time if such time exceeds thirty-six (36) hours per pay period without approval from the Police Chief or designee. Overtime will be posted in minimum increments of half shifts, i.e., four (4) hours, five (5) hours, or six (6) hours.

Should all overtime assignments not be filled through the Scheduled Overtime Sign-Up List, the scheduling supervisor shall assign the least senior qualified employee available, whether or not that employee is on the Scheduled Overtime Sign-Up List, provided that the employee is assured at least one (1) day (twenty-four (24) consecutive hours) off in each seven (7) day period.

13.3.1. Change of Scheduled Overtime Procedure

If the RPOA proposes a different procedure for handling scheduled overtime during the term of the MOU, the City agrees to meet and confer with the RPOA on the proposal. If the parties reach impasse, the scheduled overtime procedure shall remain the same.

13.4. Maximum Hours

The following limitations of Short-Notice and Scheduled Overtime are prescribed:

- 13.4.1. No employee shall be scheduled to work more than twelve and one-half (12.5) consecutive regular hours in one day, except in emergency or extraordinary circumstances.
- 13.4.2. An employee who is assigned to ten (10) hour shifts shall not be scheduled to return to work without ten (10) hours between assignments, except assigned training days. An employee who is assigned to eight (8) hour shifts shall not be scheduled to return to work without eight (8) hours between assignments, except for assigned training days.
- 13.4.3. An employee shall not be assigned to work overtime "out-of-class" without permission from the Police Chief or designee.
- 13.4.4. An employee who is assigned to twelve (12) hour or twelve and one-half (12.5) hour shifts shall not be scheduled to return to work without ten (10) hours between assignments, except for assigned training days.
- 13.4.5. The Police Chief or designee may exclude any individual from an overtime assignment if in his/her estimation the individual does not possess the skills or abilities to achieve the desired objective of the assignment.

13.5. Police Recruit/Trainee Compensatory Time Off In Lieu of Overtime

- 13.5.1. For the purpose of classification of Police Recruit/Trainee only, while assigned to attend a law enforcement training academy, shall not be paid overtime for hours worked in excess of 80-hours worked in a two-week pay-period as outlined in Article 13, but rather Police Recruit/Trainee shall only accrue compensatory time in lieu of receiving paid overtime in accordance with the provisions of Article 35, Compensatory Time Off.
- 13.5.2. Upon successful completion of the assigned law enforcement training academy, the Department may require police recruits to use any accrued Compensatory Time Off prior to beginning the Department Field Training Program.

ARTICLE 14. SPECIAL HOLIDAY PAY

An employee working a regularly scheduled shift on any of the following four (4) days shall be compensated at double time: New Year's Day, Independence Day, Thanksgiving Day, and

Christmas Day. An employee working overtime, on one of the above holidays, scheduled or non-scheduled, will be compensated at double time and one-half for all overtime hours worked. However, in no instance shall pyramiding of overtime be allowed.

ARTICLE 15. CALL BACK PAY

- 15.1. When an employee is called and required to physically return to work outside of and not continuous with their scheduled shift, the employee shall receive a minimum of three (3) hours pay at time and one-half. Should the call back continue beyond three (3) hours, additional time shall be credited in one-half (1/2) hour increments.

This Section 15.1 does not apply if the employee is being called back to complete work that should have been finished prior to the end of his/her shift. If this occurs, the employee will be paid for all actual hours worked (at time and one half if exceeding 80-hours within a pay-period). Further, this section does not apply if an employee is called either at home or on his/her cellular phone, but is not required to come to work. If this occurs, the employee will be paid for all actual hours worked but not less than one quarter hour (1/4) at the overtime rate (time and a half) except that which would be considered de minimis or insignificant as described by the FLSA such as single/independent call or text resulting in only a brief period of time in duration and not proceeded or repeated with other work related calls.

- 15.2. For the purposes of this Article 15, the positions of Detective Sergeant and Youth Services Unit Sergeant shall receive credit for straight time worked for calls received during their off duty hours. Should the total amount of calls made or received exceed four (4) in a twelve (12) hour period, the Sergeant shall receive a minimum of three (3) hours straight time credit, unless the total length of the telephone calls exceeds the three (3) hours. If the Sergeant had already reached their eighty (80) hours of straight time for that pay period, they shall be compensated in accordance with Article 15.1.

ARTICLE 16. COURT APPEARANCE DURING SCHEDULED TIME OFF

- 16.1. Compensation

When employees are required to make court appearances in a criminal or non-criminal action to provide testimony in their capacity as employees of the Department they will be paid as follows:

- 16.1.1. When an employee is called back from the employee's non-scheduled work hours for the purposes of court, the employee will receive a minimum of four (4) hours pay at the employee's overtime rate. The time will be calculated portal-

to-portal. Any time in excess of four (4) hours minimum shall be compensated at the employee's overtime rate for actual time worked. An employee who is scheduled for court less than four (4) hours prior to the employee's regular shift or scheduled overtime will only receive compensation for the additional hours worked. In no instance shall an employee receive double compensation.

16.1.2. If the court appearance which was scheduled on the employee's regular days off or the employee's previously scheduled time off is cancelled by the court with less than sixteen (16) hours' notice to the Department, the employee will be compensated for two (2) hours at the employee's overtime rate. The Department will notify the employee of the cancellation. If a scheduled court appearance is not canceled but the employee is placed on telephone standby, the employee will be compensated for two (2) hours at the employee's overtime rate for that day. For multiple same day subpoenas, an employee is entitled to receive pay in accordance with this article. When the employee has subpoenas for the morning (0800-1200 hours) and afternoon (1300-1700 hours) or when one or both are canceled, the employee shall be paid for both subpoenas so long as appearance times do not overlap. The required notification for this provision shall be one of the following:

16.1.2.1. Notice in person or by telephone to the employee including messages left or telephone recorders or answering devices at the employee's place of residence.

16.1.2.2. Written or electronic mail communications delivered to the employee's mail box or electronic mail box thirty (30) minutes prior to the end of the employee's last regularly attended shift.

16.1.3. Employees will only be compensated during such times as the court is actually in session or the employee is required to meet with the District Attorney. Lunch breaks do not normally count for purposes of compensation under this Article. If the employee is required to meet with or obtain evidence of information for the District Attorney during the lunch break, the lunch break shall be compensated as time worked.

16.1.4. It is the City's policy not to use officers who have been called for court time during off-duty hours for anything other than duties related to court appearances unless required by operational needs.

16.2. Subpoenas and Witness Fees

Employees subpoenaed to appear for a non-criminal action are not eligible for compensation from the City unless they are appearing as a representative of the City, and the subpoena is accompanied by the required witness fee.

If the subpoena and the witness fee are received directly by the employee, the employee shall immediately submit a copy of the subpoena and the check for the witness fee to the appropriate records section employee as determined by the Police Chief or designee.

ARTICLE 17. EDUCATION INCENTIVE PAY

- 17.1. Employees are eligible to receive education incentive pay in accordance with the following criteria:
 - 17.1.1. Education incentive pay will be paid in each biweekly payroll. Payment of education incentives are effective the first day of the pay period following the date of the award of the certificate or degree, provided the Human Resources Office receives timely notification and acceptable proof of such award as described below. If notification and acceptable proof are not filed within the timelines herein specified, payment of education incentives will begin effective the first day of the pay period following receipt of the appropriate documentation in the Human Resources Office.
 - 17.1.2. For POST certificates, a copy of the certificate application shall be considered timely notification. A copy of the certificate will be considered acceptable proof of accomplishment. A copy of the certificate application must be filed with the Human Resources Office within thirty (30) days of the date of the certificate application in order to receive education incentive pay retroactive to the date of the award of the certificate.
 - 17.1.3. For college degrees, a certified copy of the college transcripts or a copy of the diploma will be considered acceptable proof of accomplishment. In order to be considered timely in giving notice for education incentive, the employee must submit a memo to the Human Resources Office notifying the City of the employee's intention to apply for education incentive pay within thirty (30) days following the end of the semester or quarter in which the degree was earned. If such timely notice is given, education incentive pay shall be retroactive to the date of the accomplishment.
 - 17.1.4. Education incentive pay for Associate's and Bachelor's degrees shall not be applicable to employees in those classifications that require an Associate's or Bachelor's degree as a minimum qualification to work in that class.
 - 17.1.5. Employees are individually responsible for notifying Human Resources of their eligibility for education incentive pay and to provide the appropriate documentation in accordance with the above.
- 17.2. Employees are eligible for education incentive pay as provided below:

	<u>Monthly Amount</u>
Completion of 60 college units (40 units must be job-related)	\$65.00
EMD Certificate	\$75.00
Associate's Degree (any major)	\$75.00
Intermediate POST	\$175.00
Dispatcher Intermediate POST	\$175.00
BA/BS (any major)	\$150.00
Advanced POST	\$225.00
Dispatcher Advanced POST	\$225.00
MA (non-sworn only)	\$200.00
BA/BS + Advanced POST (Sworn and Dispatchers)	\$275.00

- 17.3. Education incentive pay is non-cumulative and is paid at the highest rate for which an employee is qualified.

ARTICLE 18. SHIFT DIFFERENTIAL PAY

When an employee works a shift where four (4) or more hours fall within the times of 7:00 p.m. and 7:00 a.m., he/she shall receive a pay differential of 2.5% of base rate of pay for all hours worked during that shift.

Time sheets must reflect the starting and ending times to be eligible for payment of any shift differential.

ARTICLE 19. SPECIAL DUTY PAY

- 19.1. When an employee is assigned by the Police Chief or designee to be a trainer, he/she shall receive a pay differential of 5% of base rate of pay for all hours worked as a trainer.

- 19.2. When an employee is assigned the function of Detective to perform investigative work, he/she shall receive a pay differential of 5% of base hourly rate times 80 hours for each pay period in which they are assigned as a Detective.
- 19.3. When an employee is assigned the position of Dog Handler and is required to maintain a trained police dog, he/she shall receive extra compensation in accordance with Addendum C (Police Service Dog Handler Agreement).
- 19.4. When an employee is assigned and is actively engaged as a member of a SWAT team or as a Negotiator on the CINT Team, he/she shall receive a pay differential of 5% of base rate of pay for all such hours worked. Employees assigned to SWAT and CINT shall also receive the 5% incentive when involved in SWAT and CINT training.
- 19.5. When an employee is assigned by the Police Chief or designee to be a Corporal, he/she shall receive a pay differential of 7.5% of base hourly rate times 80 hours for each pay period in which they are assigned as a Corporal.
- 19.6. When an employee is assigned to the function of Detective who is assigned by the Police Chief or designee to on-call status, he/she shall receive \$1.25 per hour for any hours so assigned.

ARTICLE 20. LONGEVITY PAY

- 20.1. Effective the first pay period following the approval of the City of Rocklin City Council, new employees are not eligible for longevity pay, and current employees who are at or achieve Step 6 of Salary Schedule A will move to the appropriate step of Salary Schedule B as cited in the table and examples listed in Article 12.2.B., and will not be eligible for longevity pay. Current employees who are not at Step 6 of Salary Schedule A as of the first pay period following the approval of City Council, shall be eligible for longevity pay as follows: When an employee has completed seven (7) years of service in the Department, he/she will receive a longevity differential of 2.5% of base rate of pay at the beginning of the pay period including the effective date.
- 20.2. When an employee has completed ten (10) years of service in the Department, he/she will receive a longevity differential of 5% of base rate of pay at the beginning of the pay period including the effective date.
- 20.3. When an employee has completed fifteen (15) years of service in the Department, he/she will receive a longevity differential of 7.5% of base rate of pay at the beginning of the pay period including the effective date.

- 20.4 When an employee currently receiving longevity pay is promoted to a new job class within the bargaining unit and is placed below Step 6 of the salary schedule, he/she will retain their longevity differential. Upon promotion, the new base rate of pay will be a minimum of five percent (5%) above the employee's then current base rate including longevity pay except that in no instance shall the new base rate exceed the top step of the new classification.

ARTICLE 21. TRAINING TIME

When an employee is required to attend a scheduled training exercise during a non-scheduled shift and not contiguous to a scheduled shift, he/she shall be compensated as under the Call Back provision. See Article 15.

Employees will be compensated for travel time associated with training in accordance with Addendum D.

ARTICLE 22. ACTING PAY

- 22.1. Other than for the purposes of training, employees will be eligible for acting pay when assigned to perform the duties of any classification which is paid at a salary range higher than that in which the employee is currently employed.
- 22.2. Eligibility for acting pay will be subject to the following conditions:
- 22.2.1. The assignment of work in a higher classification must be made by the Police Chief or designee.
- 22.2.2. Employees receiving acting pay must be fully qualified to perform in the higher classification.
- 22.2.3. Employees who are assigned to the higher classification must be required to perform a substantial number of essential tasks of the higher-level position.
- 22.3. Once the above conditions are satisfied, the employee will be paid a premium of 5% of base rate of pay for all subsequent hours worked in the acting assignment. Paid, but not worked hours (i.e., PTO), shall be paid at the employee's base rate of pay plus any other related additives during the assignment.
- 22.4. A Police Officer placed in acting status in the position of Police Sergeant shall receive acting pay at a rate equivalent to that established for Corporal.

ARTICLE 23. EFFECTIVE DATES

Unless specifically noted otherwise, any economic provision of this MOU will be effective at the beginning of the first pay period following the pay period that includes the date the City Council adopts this MOU. Merit increases, longevity pay, and any cost of living adjustments pursuant to Proposition C shall accrue and be payable from the effective date when the City's payroll software system has the capability of making mid-pay period adjustment. Until such time, the City shall implement merit increases and longevity pay from the beginning of the pay period that includes the effective date.

ARTICLE 24. MOTORCYCLE PAY AND MOTORCYCLE SAFETY EQUIPMENT

The City will identify and provide all safety equipment related to the position of motorcycle officer.

SECTION III - BENEFITS AND REIMBURSEMENTS

ARTICLE 25. HEALTH, DENTAL, VISION, LIFE, AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

25.1. Availability and Eligibility

The City agrees to provide insurance benefits covering medical, dental, vision, life, and AD&D for eligible employees in accordance with plan specifications. Dependent coverage will be available on the medical, dental, and vision plans.

25.2. Selection of Carriers

Employees shall choose a medical insurance plan from those plans made available in this geographic area through the Health Benefits Division of the California Public Employees Retirement System (CalPERS). The dental, vision, life, and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to unit members are substantially the same or better.

25.3. Employee Benefit Package

The employee benefit package will include:

Selected medical plan
Family dental plan (with PPO option)
Family vision plan
\$50,000 Life and AD&D insurance
PERS administrative cost

25.4. Premiums

25.4.1. The City will pay the full cost of coverage for a family dental plan, a family vision plan, and \$50,000 life and accidental death insurance for employee only.

25.4.2. Effective July 1, 2018, the City will increase its direct monthly contribution towards the premium cost for the medical insurance plan and coverage level selected by each participating employee to a maximum of \$1,200 per month. Employees will pay the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution.

Should the City propose to establish a cafeteria plan during the term of this agreement, the City and RPOA agree to meet and confer over the proposal. The

City agrees that it will not implement a cafeteria plan for RPOA represented employees without agreement from the RPOA.

25.5. Payroll Deduction

The employee will pay the amount their medical insurance cost exceeds the City's contribution by authorizing biweekly pre-tax payroll deductions.

ARTICLE 26. STATE DISABILITY INSURANCE BENEFITS (SDI)

All employees shall be eligible for SDI benefits as provided for in the SDI program. The City shall contribute the full premium for this program.

ARTICLE 27. FLEXIBLE SPENDING PLAN

27.1. The City will continue to make available to employees a Flexible Spending Plan established pursuant to IRS Section 125. The plan allows eligible employees to set aside up to the maximum amount allowed under IRS Section 125 per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. If the maximum amount changes under IRS Section 125 then the City will abide by that new amount. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. If this maximum amount changes then the City will abide by that new amount. Employees may choose to enroll in this plan each December for the coming calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions.

27.2. The City reserves the right to change carriers at any time, provided that plan benefits to RPOA members are substantially the same or better.

ARTICLE 28. RETIREMENT BENEFITS

28.1. Classic Employees Retirement Plans

The City agrees to maintain membership and continue contracting with the State of California Public Employees Retirement System (CalPERS) for the 2% @ 55 plan for classic non-safety ("miscellaneous") employees and the 3% @ 50 plan for classic safety employees, with additional contract provisions as found in the California Government Code pertaining to CalPERS (Title 2, Division 5) as follows:

Section 20042, One Year Final Compensation
Section 20965, Credit for Unused Sick Leave
Section 21574, 1959 Survivors Benefit, Fourth Level

28.2. Classic Employees Retirement Member Contributions

All classic miscellaneous employees shall continue contributing seven percent (7%) of their CalPERS reportable compensation as the employee share for their CalPERS pension benefits. Effective July 7, 2018, all classic miscellaneous employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution for a total employee contribution of ten percent (10%) of the employee's CalPERS reportable compensation.

All classic safety employees shall continue contributing nine percent (9%) of their CalPERS reportable compensation as the employee share for their CalPERS pension benefits. Effective July 7, 2018, all classic safety employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution for a total employee contribution of twelve percent (12%) of the employee's CalPERS reportable compensation.

28.3. PEPRA Employees Retirement Plans

For PEPRA employees the City agrees to maintain membership and continue contracting with CalPERS for the 2% @ 62 plan for PEPRA miscellaneous employees and the 2.7% @ 57 plan for PEPRA safety employees as required by law along with additional contract provisions as follows:

- Section 20037, Average of three (3) highest years of service compensation, as required by law
- Section 20965, Credit for Unused Sick Leave
- Section 21574, 1959 Survivors' Benefit, Fourth Level

28.4. PEPRA Employees Retirement Member Contribution

PEPRA employees will make employee contributions as required by State law and as determined by CalPERS. In addition, effective July 7, 2018, PEPRA miscellaneous employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution, and PEPRA safety employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution. If the required employee contribution for PEPRA employees (currently 6.25% for miscellaneous and 12.00% for safety) increases in the future, the additional employee contribution paid towards the employer's retirement contribution (i.e., additional 3% for miscellaneous and 3% for safety) shall be reduced by the same percentage until eliminated. At that point, PEPRA employees will only pay the employee share required by State law and

determined by CalPERS (i.e., fifty percent (50%) of the normal cost) and will not contribute an additional amount towards the employer share.

ARTICLE 29. DEFERRED COMPENSATION

Non-Sworn Employees:

For employees hired before January 1, 2013, the City will contribute up to \$100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit.

Employees hired after December 31, 2012, shall not be eligible for the City's matching of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program.

The City will contribute \$200.00 per month (no match required) for each PEPRA employee to a City sponsored deferred compensation program.

Sworn Employees:

The City will contribute up to \$100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit.

The City will contribute \$200.00 per month (no match required) for each PEPRA employee to a City sponsored deferred compensation program.

ARTICLE 30. RETIREE HEALTH BENEFITS

All City of Rocklin employees who meet the eligibility requirements for CalPERS retirement (service or disability) and retire within 120 days of separation from the City, are eligible for post-retirement health benefits.

Effective July 1, 2018, the City shall contribute up to a maximum of \$1,200 per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits.

The RPOA and the City agree to rescind the vesting schedule for Retiree Health Benefits adopted by the City by Resolution No. 2003-91 under the authority of California Government Code 22983. However, any existing retiree who is currently receiving more than \$1,200 per month in post-retirement health benefits shall continue receiving their existing amount until such time as the City's contribution for post-retirement health benefits exceeds the amount of their existing retiree health benefit. In exchange for rescinding the vesting schedule, the City and the RPOA mutually agree that the retiree health benefits described in this Article are

intended to be permanent for current retirees as of December 31, 2017, and employees who retire during the term of this MOU (January 1, 2018 - December 31, 2020). Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire during the term of this MOU shall exist and continue beyond the term of this MOU and are not dependent on the existence of any subsequent or future MOU. The RPOA and City, however, may agree to increase the amount of the retiree health benefit in the future.

ARTICLE 31. UNIFORM ALLOWANCE

All sworn personnel, personnel in the classifications of Community Service Officer, Police Technical Assets Coordinator, and Animal Control Officer shall receive a uniform allowance of \$36.54 paid in each biweekly pay period.

Non-sworn personnel, except in those classifications included above, shall receive a uniform allowance of \$30.00 paid in each biweekly pay period.

Significant mandated modifications to the uniform requirements will be subject to meet and confer. For purposes of this Article, "significant modifications" shall be defined as having an aggregate cost of ten percent (10%) or more of the annual uniform allowance; "mandated" modifications shall be defined as City-mandated modifications which have not been generated by the Uniform Review Committee.

When a new employee who is required to wear a uniform enters the service during the term of this MOU, said employee shall receive, upon entry into the service, their first set of uniforms. The Department will determine what the uniform needs are and provide the first set at no cost to the employee.

Individuals in the classifications of Public Safety Dispatcher I/II, Police Technical Assets Coordinator, Community Service Officer, Senior Records Clerk, Public Safety Dispatch Supervisor, Senior Public Safety Dispatcher, Evidence/Property Technician, Police Records Clerk, and Animal Control Officer, shall be required to wear the prescribed uniform while on duty, except when exempted from this requirement by the Police Chief.

ARTICLE 32. TUITION REIMBURSEMENT

- 32.1. Employees shall be eligible for tuition and related expense reimbursement for completing approved course work in an accredited college, school, or university. To be eligible for reimbursement, the employee must submit, to the Police Chief and to the Human Resources Manager for approval, an education plan and goal. The plan must contain a statement as to the relevance of the plan to the employee's work assignment and the benefit to the City. The plan must be approved by both City representatives before the employee can expect reimbursement.

Upon completion of the course work, the employee must submit the following items to receive reimbursement:

32.1.1. Copy of grade report evidencing completion of the course work with a grade of C or better.

- Itemized receipts showing items claimed for reimbursement
- Items qualifying for reimbursement include:
 - Tuition (in-state only)
 - Required textbooks
 - Required supplies
 - Parking permits
 - Other related expenses
- Items NOT qualifying for reimbursement include:
 - Medical service fee
 - Mileage
 - Items not required by the instructor

32.2. The maximum amount eligible for reimbursement will be \$958.14 per fiscal year. Effective July 1, 2018, the City agrees to increase this amount by 3.0% per fiscal year for subsequent years during the term of this MOU. The City will observe the IRS regulations concerning the taxability of education reimbursement in effect at the time of the request for reimbursement. Tuition Education Plans must be preapproved by the Chief of Police no later than January, for the upcoming year.

SECTION IV – LEAVES

ARTICLE 33. PAID TIME OFF PROGRAM (PTO)

33.1. Paid Time Off (PTO)

- 33.1.1. Accrual** – The City will provide all employees covered by the MOU time off with pay for vacation, holidays, minor injuries, illnesses, and other personal needs. A new employee will begin to accrue PTO immediately upon hire. PTO hours are accrued on the first 80 paid hours in the biweekly pay period. The rate that an employee accrues such time is based on his/her length of service with the City. PTO is accrued as follows:

<u>Years of Service</u>	<u>Per Year</u>	<u>Hours Per Pay Period</u>
0-1	234	9.000
1-2	242	9.308
2-3	250	9.615
3-4	258	9.923
4-9	274	10.538
9+	298	11.462

- 33.1.2. Use of PTO** – An employee may use PTO as soon as it is accrued. The Police Chief reserves the right to require the employee to take 40 hours of PTO each calendar year. If the Chief exercises his/her right to require the time off, the employee must be allowed thirty (30) days to make arrangements.

- 33.1.3. PTO Pay Out** – An employee will be allowed to accrue up to a maximum of two hundred (200) hours of PTO. As of June 1, and November 15 of each year, any PTO hours accumulated that exceed the 200-hour limit will automatically be paid out to the employee at their base hourly rate then in effect. Pay out for hours in excess of the 200-hour limit will be paid in the pay period immediately following the pay period, which includes June 1 and November 15. When an employee leaves City employment, they will be paid for all unused PTO at their base rate of pay.

33.2. Sick Leave

33.2.1. Use of Sick Leave.

- 33.2.1.1.** Sick leave may be used in the event of one of the following circumstances:

- Actual illness or injury of the employee;
- The employee's exposure to a contagious disease;

- Medical or dental appointments of employees and employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's presence is required; and
- Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive or foster parent, stepparent, or legal guardian; spouse or domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent, grandchild, or sibling.

33.2.1.2. An employee who is entitled to disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

33.2.1.3. Employees may use sick leave as soon as it is accrued.

33.2.1.4. Employees who are absent from work for three (3) consecutive shifts or work days because of illness or non-job related injury may be required to submit a physician's certificate verifying the condition and certifying the employee's ability to perform the full range of his/her duties upon return to duty.

33.2.1.5. Coordination of Sick Leave and Disability Benefits:

Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related injury shall be integrated as follows:

An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

- If he/she has accumulated sick leave, be treated as on sick leave; and
- Receive full salary, which shall be a combination of compensation from the City and SDI.
- When sick leave benefits are exhausted, he/she shall only receive SDI to the extent permitted by law.
- During such period, sick leave shall be deducted from the employee's accumulated sick leave in the same ratio as the City portion of the employee's salary bears to the employee's full salary.

- 33.2.2. Sick Leave Accrual. A new employee will begin to accrue Sick Leave hours on the first day of employment. Sick Leave hours shall accrue on the first 80 paid hours in the biweekly pay period at the following rates:

<u>Years of Service</u>	<u>Per Year</u>	<u>Hours</u> <u>Per Pay Period</u>
0-1	56	2.1539
1+	72	2.7693

- 33.2.3. Sick Leave Buy Back. Upon separation with ten (10) years or more of service, or upon termination of employment by reason of death, service, or disability retirement, the employee or employee's estate may choose to be paid one-third (33 1/3%) of the total unused sick leave at its current value based on the employee's base rate of pay as defined in Article 1.2. The remaining balance of sick leave hours will be eligible for conversion to additional service time in the calculation of retirement benefits for the PERS system.

ARTICLE 34. SCHEDULING PROCEDURES – EXTENDED PTO (VACATION)

Employees may schedule extended Paid Time Off (PTO) for use as vacation time as follows:

- 34.1. For all employees except sworn employees assigned to patrol, extended PTO sign-ups will be once a year and will be posted each year from November 1-30, to be effective on January 1 of the following year. For sworn employees assigned to patrol, PTO sign-ups will be posted twice a year, within 10 days of the close of each 6 month rotation sign-up.

- 34.1.1. A schedule will be posted for sign-ups, beginning with the most senior employee and ending with the least senior employee in each classification. Employees who do not sign up according to the schedule will be placed at the bottom of the list for their classification.

- 34.2. Definitions

For purposes of this Article 34 the following definitions apply:

- 34.2.1. Classifications eligible for extended PTO are as follows:

- Police Sergeant and Police Corporal assigned to patrol
- Police Officer
- Detective/Detective Sergeant
- Public Safety Dispatch Supervisor/Senior Public Safety Dispatcher/Public Safety Dispatcher I/II
- Community Service Officer
- Animal Control Officer

- Senior Records Clerk/Police Records Clerk
- Crime Analyst

34.2.2. "Prime Time" is defined as follows:

Memorial Day through Labor Day
Thanksgiving through New Year's Day
The week prior to and the week after Easter

34.2.3. "Weekday Shift Assignment" is defined as the patrol shift schedule that includes the majority of the patrol workdays occurring during the workweek of Monday through Thursday.

34.2.4. "Weekend Shift Assignment" is defined as the patrol shift schedule that includes the majority of the patrol workdays occurring during the weekend of Saturday and Sunday. Typically Friday is part of the Weekend Shift Assignment, but Fridays may be included in the Weekday Shift Assignment based on the needs of the Department.

34.3. Sign-up Limitations

34.3.1. For all employees except sworn employees assigned to patrol, sign-ups for extended PTO will be limited to one employee per week for each classification.

34.3.2. For sworn employees assigned to patrol, sign-ups for extended PTO will be limited to one employee for each shift assignment for each classification per week, with no more than two patrol officers off for each Weekday Shift Assignment and two officers off for each Weekend Shift Assignment.

34.3.3. Police officers assigned as Corporals and Police Sergeants who are assigned to the same shift or assigned to overlap any portion of an operational period, shall not take simultaneous extended PTO.

34.3.4. A maximum of one Sergeant or one Corporal is allowed off for each Weekday Shift Assignment and for each Weekend Shift Assignment.

34.3.5. Minimum Sign up: One (1) week. Week is defined as Saturday – Friday. However, for sworn officers assigned to patrol on the Weekend Shift Assignment, extended PTO will begin on the Friday of the beginning of their shift assignment for the week chosen.

34.3.6. Maximum Sign up: Two (2) weeks during Prime Time; unlimited outside Prime Time. However, for sworn officers assigned to patrol, the maximum sign up for

each sign up opportunity is one week during Prime Time and two weeks outside of Prime Time.

34.4. Cancellation of a leave period scheduled through this procedure must be made and acknowledged in writing thirty (30) days in advance of the beginning date of the leave, excluding emergencies, or with the approval of the Chief of Police or designee. Employees who do not cancel scheduled leaves in this manner will be required to take the leave as scheduled.

34.4.1. Cancelled leave periods will be posted within five (5) days of receipt of notice of cancellation for a period of fifteen (15) days to allow other employees to bid for the available period. Eligible employees may bid for the available leave period. The most senior eligible employees will be awarded the leave.

34.5. Employees whose scheduled extended PTO (vacation) does not coordinate with their work schedule at the time of the leave may request special consideration for incidental days off.

34.6. Changes to Scheduling Procedures – Extended PTO (Vacation)

If the RPOA proposes a different procedure for handling scheduling procedures – extended PTO (vacation) during the term of this MOU, the City agrees to meet and confer with the RPOA on the proposal. If the parties reach impasse, the scheduling procedures – extended PTO (vacation) shall remain the same.

ARTICLE 35. COMPENSATORY TIME OFF

35.1. In lieu of receiving overtime pay, an employee may choose to accrue, solely at the employee's option, Compensatory Time Off (CTO) at the rate of 1.5 times the number of overtime hours worked up to the following limits:

- Sworn employees: Two hundred fifty (250) hours of converted CTO.
- Non-sworn employees: Two hundred (200) hours of converted CTO.

35.2. Whenever the employee has accumulated the maximum number of CTO hours, all excess CTO hours will be paid as overtime (time and one-half) at the regular rate of pay in the pay period worked.

35.3. Employees will schedule CTO in accordance with Article 43, Work Hours and Schedule, and Article 34, Scheduling Procedures – Extended PTO (Vacation).

ARTICLE 36. BEREAVEMENT LEAVE

- 36.1. Each employee is eligible for up to three (3) shifts of paid bereavement leave for purposes of bereavement and funeral/memorial services following the death of a relative or domestic partner. If an employee requests additional time off for bereavement, an additional two (2) shifts shall be allowed to be charged to accrued PTO.

Relatives covered

Spouse	Domestic Partner
Son	Daughter
Father	Mother
Brother	Sister
Father-in-law	Mother-in-law
Grandfather	Grandmother
Grandchildren	

The following step/foster relationships are covered

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

Bereavement leave is also available following the death of any child, close relative, or domestic partner who resided with the employee at the time of death.

- 36.2. Notification to City

The employee shall notify his/her supervisor as soon as possible (but no later than the beginning of the next workday) of the occurrence requiring bereavement leave, and if requested by the City, shall provide substantiation to support the request. Such leave must commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per Section 36.1 above.

- 36.3. Limitation

The five (5) shift limit will apply to all deaths that occur simultaneously.

ARTICLE 37. FAMILY CARE AND MEDICAL LEAVE

- 37.1. Employees are eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or following the birth or adoption of a child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).
- 37.2. Employees who are in unpaid status during a Family Care and Medical Leave will suffer no break in service for purposes of determining seniority under Article 48, Reduction in Force/Layoff. Employees on Family Care and Medical Leave are considered unavailable for work during that period. This would include scheduled and unscheduled overtime, training, or any other work-related activities.
- 37.3. The City reserves the right to transfer an employee who is taking intermittent Family Care and Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing all of the essential functions of the job.
- 37.4. The City may require the employee to utilize all accrued sick leave, PTO, and CTO to cover the period which otherwise would be unpaid. If the employee chooses, they may reserve forty (40) hours of accrued PTO for use upon their return from an extended period of Family Care and Medical Leave.
- 37.4.1. If all other leave is exhausted at the expiration of the Family Care and Medical Leave, an employee may use the reserved PTO for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of six (6) months after his/her return from Family Medical Leave.
- 37.4.2. PTO used for this purpose will be used in increments of no less than two (2) hours.
- 37.4.3. Accrued leave will be coordinated with Disability Benefits in accordance with 33.2.1.5. of Article 33, Paid Time Off Program (PTO).

ARTICLE 38. JURY DUTY

When an employee is summoned for jury service, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service. Each employee shall pay the

City the amount received as juror fees, but shall retain any fees received for mileage reimbursement.

ARTICLE 39. MILITARY LEAVE

Military Leave benefits shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code, Sections 394 and 395, and per the Uniformed Services Employment and Reemployment Rights Act (USERRA). Any employee shall be entitled to receive full compensation for up to thirty (30) calendar days of active military duty each year. The City agrees to extend the period for continuation of pay and benefits from one month to twelve months. On the 31st day of active military duty, the City will start integrating with any military pay received by the employee.

For scheduled military training, a copy of the official orders must be submitted to the employee's supervisor as soon as issued. For emergency military call-up, a copy of the official orders must be submitted to the employee's supervisor as soon as practical. Weekend drills are not covered under this Article.

ARTICLE 40. MATERNITY LEAVE

40.1. Length of Leave Allowed: The City will provide up to four (4) months unpaid leave to female employees for pregnancy-related disability, in accordance with Government Code Section 12945(b)(2). Leave for pregnancy-related disability will run concurrently with the Federal Family and Medical Leave Act (FMLA).

40.2. Use of Leave: The employee may use accrued PTO and sick leave, in accordance with the provisions of this MOU, to cover the period of her disability leave which would otherwise be unpaid. Any accrued PTO or other accrued time off may be used at the option of the employee before an employee's unpaid leave begins, except as provided below.

- A. During the period of her disability, an employee's paid leave will be integrated with any State Disability benefits she may receive.
- B. An employee may retain up to forty (40) hours of accrued PTO for use upon her return from maternity leave.

The retained PTO may be used for purposes of sick leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.

PTO used for this purpose will be used in increments of no less than two (2) hours.

- 40.3. Extension of Leave: An employee may request to use Family Care and Medical Leave to extend her maternity leave as follows:
- 40.3.1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave per the California Family Rights Acts (CFRA) in accordance with California Government Code Section 12945.2. Bonding leave must be taken in increments of two (2) weeks or more, however on two (2) occasions the employee may take such leave in smaller increments.
- 40.3.2. An employee who has not recovered from her pregnancy-related disability upon expiration of the four (4) months to which she is entitled under Government Code Section 12945(b)(2) may request up to twelve (12) weeks family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.
- 40.3.3. An employee who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave, may request an extension of her leave of absence for an additional ninety (90) days under the terms and conditions of Article 41, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.
- 40.4. Except where specifically stated in this policy, Maternity Leave will be governed by the terms and conditions of Article 41, Leave of Absence Without Pay.

ARTICLE 41. LEAVE OF ABSENCE WITHOUT PAY

- 41.1. Leave of absence without pay may be granted to any employee at the discretion of the Police Chief or designee for the following purposes:
- Illness beyond that covered by sick leave.
 - Other personal reasons which do not impair the effectiveness of the City.
 - To be eligible for a leave of absence for personal reasons, an employee must have received a satisfactory performance appraisal and no formal disciplinary actions in the 12 months prior to the request.
 - Terms and conditions of the leave shall be specified in writing.
- 41.2. Duration
- Leave of absence for any of the above reasons may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence up to an additional ninety (90) days. The City

Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.

41.3. Revocation of Leave of Absence

A leave of absence may be revoked by the Police Chief or designee upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.

41.4. Return Upon Termination of Leave of Absence

Upon expiration of the leave of absence, the employee shall be returned to his/her former position, if available, or to an equivalent position.

41.5. Non-Qualifying Service

Leave of absence shall not be counted as qualifying service for the purposes of accruing PTO, sick leave, longevity, and merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, and life insurance policies by remitting full monthly premium payments to the City or to the individual carriers if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave.

41.6. PTO/CTO

All accrued PTO and CTO must be used prior to the effective date of leave of absence without pay.

ARTICLE 42. CATASTROPHIC LEAVE (EFFECTIVE AUGUST 1, 2007)

42.1. Purpose

The purpose of this provision is to establish procedures for the voluntary transfer of leave hours for catastrophic illness or injury.

42.2. Policy

Employees shall be authorized to voluntarily transfer accrued leave hours to another employee. Such transfer of leave hours shall be limited to situations where the recipient of the transfer, by reason of personal or immediate family member (as defined below) catastrophic illness or injury, has exhausted all available leave balances and would otherwise be placed on unpaid leave status.

All leave transfer requests must be made in writing on City provided forms and are subject to the approval of the Human Resources Manager.

42.3. Procedures

42.3.1. Definitions

- 42.3.1.1. Catastrophic Illness or Injury: Extreme or severe illness or injury that substantially limits the individual from performing one or more major life activities. The illness or injury may be either permanent or temporary. A catastrophic illness or injury includes a condition which prevents the employee from working more than five (5) consecutive work days. (Leaves exceeding five (5) days may require a doctor's certificate indicating that the employee was unable to work. The doctor may also be required to specify whether the employee can return to work with or without restrictions.)

The illness, injury, or condition must affect the employee or immediate family member. "Immediate family member" for the purposes of catastrophic leave includes spouse, dependent child (age 23 and under), or parent.

- 42.3.1.2. Leave Type Eligible to Transfer: General leave time only. Employees may not donate sick leave hours.

- 42.3.1.3. Calculation of Catastrophic Leave Credit: Leave hours shall be transferred on an hour for hour basis regardless of any hourly pay differential between the donor and the recipient.

42.3.2. Conditions For Receiving Donated Leave

- 42.3.2.1. All employees who have successfully completed their probationary period shall be eligible to request catastrophic leave due to their own serious illness or injury, or serious illness or injury to an immediate family member as defined in subsection 42.3.1.1. above.

- 42.3.2.2. Eligible employees may request leave donations after all leave (sick, PTO, holiday, etc.) has been, or is expected to be, exhausted.

- 42.3.2.3. An employee requesting catastrophic leave must receive the approval of the Human Resources Manager. Such leave may be approved up to a maximum of
45 work days in a calendar year.

- 42.3.2.4. An employee receiving catastrophic leave shall remain on paid status for the purposes of normal payroll deductions (i.e. state and federal taxes, retirement, health and benefit contributions, wage attachments and assignments, etc.).

- 42.3.2.5. While using catastrophic leave hours, the employee will continue to accrue all regular benefits like any other employee on paid status. The catastrophic leave shall not constitute a break in service.
- 42.3.2.6. Upon termination of employment, return to work or death, all unused catastrophic leave hours shall be returned to the City's Catastrophic Leave Bank. The recipient shall have no claim upon unused catastrophic leave credits.
- 42.3.2.7. Catastrophic leave shall not be used in conjunction with Workers' Compensation leave; or light, limited, or restricted duty.
- 42.3.3. Conditions For Donating Leave Time
- 42.3.3.1. All employees of the City who have successfully completed their probationary period shall be permitted to donate leave.
- 42.3.3.2. Employees may donate general leave time. Employees may not donate sick leave
- 42.3.3.3. Employees donating leave must have a total leave balance (including sick leave) of at least 80 hours after the donation of leave time.
- 42.3.3.4. Donations are irrevocable.
- 42.3.3.5. The donation must be for a minimum of eight (8) hours and, thereafter, in whole hour increments.
- 42.3.3.6. Donors may donate a maximum of 40 hours per calendar year.
- 42.3.3.7. Donors will have no tax liability on donated hours.
- 42.4. General Procedures
- 42.4.1. Solicitations for catastrophic leave hours will be made by the Human Resources Manager once the Human Resources Manager verifies that the requesting employee is eligible to receive catastrophic leave donations. In determining eligibility, the Human Resources Manager shall consider criteria that includes the medical basis for the request, the employee's leave balances, and whether the employee has been in violation of the City's sick leave policy in the past.
- 42.4.2. Once the need for catastrophic leave donations has been verified, the Human Resources Manager shall inform City staff that there is an employee who has

been approved to receive catastrophic leave donations and the anticipated number of hours needed.

- 42.4.3. Donated hours will be accepted in the order that they are offered up to the anticipated number of hours required. Any excess hours pledged will not be accepted. Should the employee in need not require all pledged hours, those hours accepted but not used will be placed in a catastrophic leave bank to be used for employees needing donations in the future.
- 42.4.4. The Human Resources Division shall account for the donation and disbursement of catastrophic leave hours.
- 42.4.5. Catastrophic leave requests and donations shall be made on forms provided by the City. These forms will be made available in all departments.
- 42.4.6. Questions regarding this policy, procedures, and/or its interpretation shall be determined solely by the Director of Administrative Services or designee.
- 42.5. Confidentiality
 - 42.5.1. All employees will respect the privacy rights of an employee experiencing a catastrophic situation.
 - 42.5.2. The names of leave donors and recipients shall be kept confidential, except that the recipient may receive the names of the donors if the donor has not requested anonymity.

SECTION V - OTHER TERMS AND CONDITIONS

ARTICLE 43. WORK HOURS AND SCHEDULE

43.1. Workweek

- 43.1.1. The normal work period of non-sworn employees shall consist of forty (40) hours per work week. The normal work period for sworn employees shall be eighty (80) hours per two week pay period. Notwithstanding the foregoing, the normal work period for sworn employees assigned to patrol with the 12.5 hour patrol schedule shall be in compliance with section 7(k) of the Fair Labor Standards Act (FLSA) 29 United States Code Section 207(k). The specified FLSA 7(k) work period is twenty-eight (28) days.

Except during emergency situations, employees shall be permitted to take two paid 15 minute rest periods during each work shift. Rest periods will not be taken consecutively nor in conjunction with a lunch break, but shall be scheduled approximately midway between the lunch break and the beginning and the end of each shift.

43.1.2. Twelve and One-Half Hour Patrol Schedule

- 43.1.2.1. Effective at the time of the patrol shift change in January of 2015, the parties agree to implement a four 10 hour patrol shift and a three 12.5 hour patrol shift plan for sworn officers assigned to patrol for the purpose of accomplishing the following agreed upon objectives:

- Reduce overtime costs to the City and lessen burden of extra-hours worked by employees.
- Improve physical fitness among first-responders by creating a shift overlap to allow for a more consistent on-duty exercise/workout consistent with Article 43.2.6.
- Implement a schedule that creates built-in department training on straight-time, without incurring unnecessary overtime costs.
- Enhance Department collaboration and teambuilding.

Both parties recognize that adjustments may be needed from time-to-time to the 12.5 hour patrol shift plan. The parties shall meet and confer prior to implementing any adjustments to the existing 12.5 hour patrol shift plan.

- 43.1.2.2. Sworn employees assigned 12.5 hour patrol shifts will normally be scheduled three 12.5 hour shifts each week. In addition, such employees will be assigned one additional 10 hour makeup shift for each 28 day FLSA 7(k) work period to maintain 160 hours of pay for each 28 day FLSA 7(k) work period.

Consistent with existing pay practices, and to provide officers with a regular recurring source of income more frequently than if the pay period is extended to 28 days, the parties agree that the pay periods shall continue at the current 14 day intervals with 80 hours of base pay. The parties agree that in the event an employee leaves employment with the City, the actual hours worked and the actual hours paid will be reconciled. If the employee owes the City for hours already paid, but not worked, the employee will repay the City or use accrued PTO hours or CTO hours for reimbursement to the City.

The City recognizes that employees have traditionally been permitted to work 80 hours every two weeks and thus when assigned to a 12.5 hour patrol shift the patrol officer may suffer a deficit of five hours at straight-time pay were the remaining hours not subsequently made up at straight-time rates. In order for employees to "make-up" for such time, and to permit the City and affected employees to benefit from the ability to have extra regularly scheduled training days, days for special enforcement projects or other extra work as determined by the Chief of Police or designee, an additional 10 hour makeup shift ("10 hour makeup shift") shall be scheduled within each 28 day FLSA 7(k) work period. The 10 hour makeup shift will be for previous or current pay received at the straight time rate of pay. The 10 hour makeup shift shall be scheduled during a workday in which the officer is not assigned a patrol shift and shall occur within the same 28 day FLSA 7(k) work period.

Patrol officers assigned to the 12.5 hour shift plan will receive overtime pay as defined by Article 1.15.

Sworn officers assigned to the 12.5 hour patrol shift schedule attending a 40 hour school during his or her 37.5 hour work week, may receive 2.5 hours of overtime. Sworn officers assigned to the 12.5 hour patrol shift schedule attending a 40 hour school during his or her 47.5 hour normally scheduled work week are required to use time off in compliance with this MOU for all normally scheduled hours remaining in excess of those worked.

For sworn officers assigned to the 12.5 hour patrol shift, all time off will be recorded as the actual time away from work (including sick time). For example, if an employee is absent for an entire shift, the amount of leave time deducted will be 12.5 hours. If the leave is during the entire 37.5 hour workweek, the amount deducted is 37.5 hours. If the leave is during the entire 47.5 hour workweek, the amount deducted is 47.5 hours. If the time off falls on the scheduled 10 hour makeup shift the amount deducted is 10 hours.

The scheduled 10 hour makeup shifts are mandatory unless time off is approved in advance by the Chief of Police or designee.

43.2. Work Schedules

43.2.1. Five Eight-Hour Days (5/8)

Non-sworn employees in the classifications of Senior Records Clerk and Police Records Clerk will normally work ten (10) eight (8) hour days per pay period. Pay periods are fourteen (14) consecutive days, beginning on Saturday and ending on Friday. Each eight (8) hour shift shall include one thirty (30) minute meal break for which the employee shall be paid.

43.2.2. Four Ten-Hour Days (4/10)

Non-sworn employees in the classifications of Animal Control Officer, Community Service Officer, Public Safety Dispatch Supervisor, Senior Public Safety Dispatcher, Evidence/Property Technician, Public Safety Dispatcher I/II, and Police Technical Assets Coordinator, and sworn employees so assigned will work four (4) consecutive ten (10) hour shifts each week. Each ten (10) hour shift shall include one thirty (30) minute meal break for which the employee will be paid.

43.2.3. Twelve (12) Hour or Twelve and One-Half (12.5) Hour Shifts – Patrol Operations

Sworn patrol employees may be assigned to a schedule consisting of a number of twelve (12) hour shifts, or twelve (12) hour and eight (8) hour shifts, or twelve and one-half (12.5) hour and ten (10) hour shifts. The maximum number of regularly scheduled twelve (12) hour shifts or regularly scheduled 12.5 hour shifts within one payroll period shall not exceed seven (7). Each 12 hour or 12.5 hour shift shall include one 40 minute meal break for which the employee is paid.

43.2.4. Specialty Assignment

With mutual agreement between the Police Chief and the employee, an employee may be assigned to a shift which meets the employee's special assignment such as SIU, Investigations, DARE, School Resource Officer, and any other designated special assignment.

43.2.5. Change of Work Hours and Schedules

The RPOA and the City agree that a change in the schedules listed above shall be made using the meet and confer process between the Police Chief and the RPOA. A schedule change shall not take effect until after the meet and confer process between the Police Chief and the RPOA has occurred. However, if the

parties reach impasse, the Police Chief may implement the new schedule. In addition, the Police Chief may change the schedule on a temporary basis if it is to meet an emergency need.

43.2.6. On-Duty Work-Outs (Code 7F)

Members of this unit have the option twice per work-week of utilizing the department gym for purposes of physical fitness in lieu of a meal break. If this option is taken, 15 minutes will be added to their normal meal break time. Employees may exercise this option if workload permits the break as determined by his or her supervisor. The employee may be called away from any paid break in case of an emergency. If the employee requests and receives approval for a Code 7F, it is expected that the employee will engage in a fitness related exercise. Code 7F breaks may be requested any time during the scheduled shift.

For purposes of physical fitness, sworn officers assigned to patrol on a 4-10 or 3-12.5 shift plan have the option of utilizing the department gym each work-day during the first 60 minutes of their assigned shift, unless modified for a specific patrol shift or assignment based on the needs of the department. The 60 minutes allotted includes time for showering and donning of uniform and equipment. Employees shall be prepared for their regular work-duties after the maximum one hour workout time. This workout time will not be in lieu of their normal meal break time. Sworn employees on the 4-10 or 3-12.5 shift plan may request this option if workload permits, as determined by his or her supervisor, and they may be called away in case of an emergency. If the employee requests and receives approval for a Cod 7f, it is expected that the employee will engage in a fitness related exercise.

43.3. Shift Scheduling

43.3.1. Five Eight-Hour Days (5/8) and Four Ten-Hour (4/10) Days Work Schedules

All sworn personnel on a four ten-hour (4/10) work schedule and non-sworn personnel who are assigned to shift work will be assigned to one of the following shifts: day shift, swing shift, relief shift, or graveyard shift.

43.3.2. Twelve (12) Hour or Twelve and One-Half (12.5) Hour Shift Combinations Work Schedule

Sworn personnel assigned to a twelve (12) hour, or a combination twelve (12) hour, eight (8) hour schedule, or combination twelve and one-half (12.5) hour and ten (10) hour makeup schedule, will be assigned to one of the following shifts: day shift, relief shift, or graveyard shift.

43.3.3. Relief Shifts

The hours of the relief shift will be established in accordance with the needs of the Department. At the discretion of the Chief of Police or his or her designee, if there is no operational need for a relief shift there may not be a relief shift assignment.

43.4. Shift Rotation - Sworn Personnel and Community Service Officers:

43.4.1. The shift bid will be held two (2) times each calendar year.

43.4.2. Shifts will change at the beginning of the pay period, or for sworn officers assigned to the 12.5 hour patrol schedule shifts will change at the beginning of the 28 day FLSA 7(k) work period closest to January 1 in the month of January, and closest to July 1 in the month of July.

43.5. Shift Rotation – Non-Sworn Personnel (Except Community Service Officers):

43.5.1. The shift bid will be held three (3) times each calendar year.

43.5.2. Shifts will change at the beginning of the pay period closest to January 1 in the month of January, at the beginning of the pay period closest to May 1 in the month of May, and at the beginning of the pay period closest to September 1 in the month of September.

43.5.3. Each non-sworn employee must rotate to another shift at least one (1) time within a two (2) year period. This rotation will be mandatory for all classifications whose function must be provided twenty-four (24) hours per day, seven (7) days per week.

43.5.4. In the event there is no available slot for an employee who must change shifts due to mandatory shift rotation, the least senior employee on an appropriate shift who is not on mandatory shift rotation will be bumped and assigned to another shift.

43.6. Shift Selection

43.6.1. Shift selection will be based on the following criteria:

- Seniority as defined below
- Department needs

- 43.6.2. Seniority is determined by the length of continuous service in current classification. For purposes of shift selection, the specialty assignment of Corporal shall be treated as a separate classification.
- 43.6.3. Each shift sign-up shall be posted sixty (60) days prior to the actual rotation. Employees will sign up by appointment during the first two (2) weeks of the posting. Appointments are scheduled by the Department in order of seniority as defined in 43.6.2. Employees who do not keep their scheduled appointment will be moved to the bottom of the list.
- 43.6.4. Schedules shall be posted a minimum of thirty (30) days in advance of shift rotation.
- 43.6.5. Beginning with the shift rotation in July 2015, the Department will assign probationary employees to shifts that provide for maximum benefit to the employee and the Department. This assignment is in lieu of seniority, as designed in 43.6.2, and determined by the Chief of Police or designee. If a probationary employee concludes probation during a six (6) month rotation, the employee shall be placed in a permanent assignment for the remainder of the shift rotation that best meets the needs of the Department.
- 43.7. Incidental Days Off and Other Shift Modifications
 - 43.7.1. All shift schedules shall be posted thirty (30) days in advance of shift rotation. Employees who desire one or more incidental days off that have not been scheduled as vacation or sick leave shall request such time off at least thirty (30) days in advance but no more than sixty (60) days in advance. Employee requests for incidental days off shall be reviewed and returned within ten (10) days. Such requests shall not be unreasonably denied. Incidental time off on Christmas, New Year's Day, Thanksgiving, and Independence Day will be granted only when a voluntary replacement is available.
 - 43.7.2. Employees must request and receive approval for any modification of their assigned shift schedule. Employees who request a modification of their assigned shift schedule less than thirty (30) days in advance will be granted the time off at the discretion of the Police Chief or designee.
 - 43.7.3. Except in cases of emergency, employees who have requested and received approval for incidental time off within these timelines to observe a holiday shall not have such time off cancelled or adjusted.
 - 43.7.4. For purposes of requesting incidental days off, seniority as defined in 43.6.2 will be considered only when more than one request for the same day or days is received on the same date. Requests for incidental days off will be denied if the

same date has previously been requested and approved for another employee in the same classification who is assigned to the same shift.

- 43.7.5. For purposes of efficient operations, the Police Chief may change an employee's assigned shift, provided the employee is given fourteen (14) days notice of such change, unless such notice is waived by agreement of the employee. The fourteen (14) day notice period will not apply in case of emergency.

ARTICLE 44. OUTSIDE/OFF DUTY EMPLOYMENT

- 44.1. Sworn personnel covered by this MOU who are considering outside/off duty employment that would be subject to Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide Section 4850 benefits from the respective outside employer prior to accepting such outside employment.
- 44.2. No employee shall accept any employment during off-duty hours either within or outside the City unless the proposed employer provides general liability and Workers' Compensation coverage and the employment will not create a conflict of interest nor be incompatible with employment by the City. Incompatibility of employment includes outside employment that impairs an employee's ability to perform the duties of his/her City job as required.
- 44.3. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers' compensation or general liability insurance, but will be expected to fulfill the requirement to show that the self-employment will not create a conflict of interest nor be incompatible with the employment by the City.
- 44.4. Any employee considering outside employment shall file a notice with the Police Chief, who will coordinate with the Human Resources office for a determination concerning conflict of interest, incompatibility of employment, and insurance coverage.

ARTICLE 45. DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

Represented employees are subject to the terms of the Drug, Alcohol, and Substance Abuse policy contained herein as Addendum E.

ARTICLE 46. GRIEVANCE PROCEDURE

The purpose of this article is to set forth, simply and clearly, the provisions that shall govern the processing, hearing, and decision on a grievance. This Article supersedes the Grievance procedures section of the City of Rocklin Personnel Rules.

46.1. Process

46.1.1. Informal Grievance Process

Within five (5) working days/shifts from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the employee shall orally discuss the grievance with his/her immediate supervisor. (Exception: where the grievance directly involves the working relationship with the supervisor, the grievance shall be presented to the next higher level of supervision). The supervisor hearing the grievance shall have five (5) working days/shifts to answer the grievance. The employee and supervisor have a mutual responsibility to have the grievance resolved at their level whenever possible. Presentation of an informal grievance shall be necessary prior to processing it further as a formal grievance.

46.1.2. Formal Grievance Process

Step 1. If the grievant is not satisfied with the resolution proposed at the informal level, a grievance may be filed with the Division Commander, on a grievance form previously agreed to by the City and the RPOA, within fifteen (15) days of the informal grievance response. The Division Commander shall meet with the grievant and whomever else the Division Commander deems appropriate and respond in writing to the grievant within ten (10) days of receipt of the written grievance.

Step 2. If the grievant is not satisfied with the response of the Division Commander, the decision may be appealed to the Police Chief within ten (10) days of the receipt of the Division Commander's response. The appeal shall contain (1) original written grievance, (2) the Division Commander's response, and (3) a statement explaining why the grievant is not satisfied with the response.

Upon receipt of the appeal, the Police Chief or designee will schedule fact-finding meetings with the grievant and other appropriate parties and respond to the appeal in writing within ten (10) days of receipt of the appeal. If the grievant is not satisfied with the response of the Police Chief, the grievant shall, within ten (10) days of the receipt of the decision, notify the Human Resources Manager in writing of the intent to submit the decision to arbitration.

Step 3. Settlement Meeting. The Human Resources Manager will schedule a meeting with the grievant and any other appropriate personnel to attempt to reach settlement of the grievance. Within ten (10) days of the settlement

meeting, the Human Resources Manager shall provide to grievant a written memorandum of the meeting detailing the conclusions.

Step 4. Advisory Arbitration. If the grievance is not resolved at Step 3, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Manager within thirty (30) days of the receipt of the memorandum from the Human Resources Manager in Step 3 above. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

The arbitrator shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules. The decision of the arbitrator shall be advisory only. The arbitrator's fees and costs shall be borne equally by the parties. The costs of the arbitrator's transcript, if jointly requested, shall also be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring the expense. For purposes of this Article, the parties shall be considered as the City and the RPOA, or if a grievant is representing himself or herself, the City and the grievant.

The arbitrator shall prepare a written advisory decision, which shall include a statement of the decision, the facts upon which it was based, and a full description of the remedies or corrections suggested. The arbitrator's decision shall be sealed and filed with the City Manager. The City Manager may accept the advisory decision and order its implementation, may modify and implement the decision and any remedies or corrections suggested, or may reject the decision. The City Manager will provide a copy of the arbitrator's decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the arbitrator's decision.

If the City Manager modifies or rejects the Arbitrator's decision to the employee's/grievant's detriment, the City agrees to pay all costs, to include any attorney's/representative's fees of the employee/grievant, associated with the Arbitration process. In such an instance, the City shall pay for all costs of the arbitrator, the court reporter and any transcripts of the proceedings requested by the employee/grievant.

46.2. General Provisions

46.2.1. At all stages in the formal grievance process, a written appeal must contain:

- (1) the original written grievance;
- (2) the supervisor's response; and
- (3) a statement explaining why the grievant is not satisfied with the response.

- 46.2.2. If a grievant fails to carry his/her grievance or appeal forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed.
- 46.2.3. If the City fails to respond with an answer within the given time period, the grievant may appeal his/her grievance to the next higher level. Response is deemed given by deposit in the US Mail, postage paid, to the last known address of the grievant or by personal delivery. Proof of service shall be accomplished by certified mail or declaration of personal delivery.
- 46.2.4. The grievant may be represented by a person of his/her choice. The grievant shall be personally present at all stages of the grievance.
- 46.2.5. Time limits may be waived or extended by mutual written consent of the parties.
- 46.2.6. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.
- 46.2.7. All materials pertaining to employee grievances shall be confidential between the employee and his/her representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City members. Records of grievance complaints and supporting documents shall be maintained in Human Resources separately from the employee's personnel files.
- 46.2.8. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to the Human Resources Manager. This notice must be received by the Human Resources Manager within ten (10) days of the employee's receipt of the most recent decision.

ARTICLE 47. PROBATIONARY PERIOD

- 47.1. Eighteen (18) Month Probation
- 47.1.1. All new hires for the Police Officer classification who do not possess at the minimum a Basic POST certificate shall serve a probationary period of eighteen (18) months.
- 47.1.2. Employees hired as Police Officer Trainees will be included in the bargaining unit as non-sworn personnel. Upon successful completion of the academy, the Police

Officer Trainees will become sworn Police Officers and will begin to serve a probationary period of eighteen (18) months.

47.1.3. An employee's probationary period may be extended as follows:

- Performance: The Police Chief may extend a probationary period for up to six (6) months.
- Absence: The Police Chief may extend a probationary period due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of two consecutive work weeks. The extension of the probationary period will not exceed the length of the absence.

47.2. Twelve (12) Month Probation

47.2.1. The probationary period for laterals, promotionals, and non-sworn employees shall be one (1) year except that an employee's probationary period may be extended as follows:

- Performance: The Police Chief may extend a probationary period for up to six (6) months.
- Absence: The Police Chief may extend a probationary period due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of two consecutive work weeks. The extension of the probationary period will not exceed the length of the absence.

ARTICLE 48. REDUCTION IN FORCE/LAYOFF

48.1. The City may undertake a reduction in force for any or all of the following reasons: lack of work; lack of funds; a material change in duties or organization; in the interests of economy; or for other good cause.

48.2. Whenever it is necessary to reduce the number of employees, layoffs shall be made in accordance with the relative seniority of the employee in the class. Layoff shall be by inverse seniority.

48.3. Employees will lose seniority as a result of the following:

- Voluntary termination
- Retirement
- Involuntary termination
- Layoff exceeding twelve (12) months

- Failure to respond to a re-employment notice, or refusal of a re-employment offer
- Failure to report to work from a layoff within the time limits prescribed by this Article
- Failure to return from military leave within the time limits prescribed by law

48.4. Layoffs shall occur in the following order:

- Temporary Employees
- Part-time Employees, both probationary and permanent
- Full-time Probationary Employees
- Full-time Permanent Employees

48.5. Employees who are pending layoff status shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Notice of pending layoff shall be sent to the RPOA at the same time as they are sent to the affected employees.

48.6. Employees subject to layoff may bump into a lower class in which they previously held permanent status and are otherwise qualified, provided they have greater seniority in the lower class than the least senior person in the lower class. For the purposes of determining seniority for bumping, service in a higher classification will be counted toward service in the lower class when the employee was directly promoted from the lower class to the higher class. In order to bump into a lower class, the employee must request displacement into the lower class within five (5) work days of the notice of layoff.

48.6.1. Employees who exercise their option to displace into a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off.

48.6.2. Employees who displace into a lower class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in that class.

48.7. In the event of a layoff, the City shall maintain a re-employment list of those employees laid off for a period of twenty-four (24) months. Re-employment shall be in reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the positions available and can return to work within fourteen (14) calendar days of notice of re-employment. No new hires in any class where layoffs have taken place will be made until the re-employment list is exhausted.

- 48.8. Laid off employees who are offered and refused re-employment; do not respond to a notice of re-employment; or do not report for work within fourteen (14) calendar days of notice of re-employment shall be removed from the re-employment list and shall be deemed to have waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records.
- 48.9. Any employee who is offered re-employment after a layoff must successfully pass a background investigation before returning to work. For employees who have been laid off for six (6) months or more, rehire will be contingent upon the successful completion of physical and psychological examinations, a drug screening, and background investigation. Failure to complete these examinations successfully will result in removal of the employee's name from the re-employment list and waiver of all rights to re-employment.

ARTICLE 49. DISCIPLINARY PROCESS

49.1. Disciplinary Process

- A. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. In the case of an internal affairs investigation or an interview, which could lead to disciplinary action, sworn and non-sworn employees will be afforded certain procedural rights, which are specified in the P.O.B.R. Performance appraisal and constructive disciplinary actions, which are designed to assist an employee to improve his/her performance, are excluded from the procedural rights specified in the P.O.B.R.
- B. Grounds for Disciplinary Action-Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination, or poor job performance. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal. Grounds for disciplinary action are listed in section 4-02 (2) in the City of Rocklin Personnel Rules.

49.2. Types of Actions: The normal progressive discipline procedure steps consist of:

- A. Counseling

(i) Verbal Counseling: An opportunity to communicate in a non-punitive fashion that a problem is perceived and that the supervisor is available to help solve it. This action is not appealable.

(ii) Documented Counseling: To communicate to the employee in writing that repeat action may result in more serious discipline. A copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed. This action is not appealable.

2. Formal Disciplinary Actions

(a) Written Reprimand: A written communication to the employee that an offense has been committed. This action can be appealed to the Police Chief if so requested by the employee. The Police Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file. A written reprimand is not appealable beyond the Police Chief.

(b) Suspension Without Pay, Demotion, or Reduction in Pay: These actions will be documented in writing reflecting prior disciplinary actions; a copy is given to the employee and a copy is kept in the employee's personnel file. These actions are appealable in accordance with the procedures outlined in Article 49.6.

(c) Dismissal for Cause: The final step in the progressive disciplinary process. This action is appealable in accordance with the procedures outlined in Article 49.6.

49.3. Although one or more of these steps may be taken in connection with a particular employee, no formal order or system is necessary. The City reserves the right to deviate from this policy when it feels that circumstances warrant such a deviation. The severity of the action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal.

49.4. Employees who have completed an initial probationary period shall be disciplined only after appropriate disciplinary proceedings. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

49.5. Pre-disciplinary Procedures (Skelly Process)

- A. Prior to imposing a suspension without pay, a reduction in pay, demotion, or dismissal, the City shall first provide the employee with a written notice citing the reasons for the proposed action. The notice shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested. The written notice shall notify the employee of his/her right to request a pre-disciplinary response meeting to respond to the proposed disciplinary action. The notice shall also specify whom the employee should contact to request the Skelly meeting. A request for a Skelly meeting must be made by the employee or his/her representative within ten (10) days of receiving the notice of proposed discipline.
- B. Upon receipt of the employee's request for a pre-disciplinary response meeting, the Skelly Officer shall notify the employee of the time, date, and location for the meeting. The Skelly Officer shall be the appropriate City official who was not involved in the underlying events giving rise to the proposed discipline and who is able to maintain their impartiality. In appropriate cases, the City Manager or designee shall designate another City official to conduct the meeting. The Skelly Officer shall schedule the meeting with the employee and his/her representative, if any, within ten (10) days of the receipt of the request for meeting. The Skelly meetings will be conducted informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The Skelly Officer shall make a recommendation to uphold, modify, or overturn the proposed disciplinary action within thirty (30) days of the date of the Skelly meeting.

49.6. Appeal Process: Suspension Without Pay, a Reduction in Pay, Demotion, or Dismissal

- 49.6.1. Once a decision is rendered to impose discipline the employee or the employee's representative may appeal the Police Chief's decision to the City Manager or to Advisory Arbitration. If the employee elects to appeal to the City Manager, the decision of the City Manager following the hearing shall be final. If the employee elects to appeal to advisory arbitration it shall be conducted in accordance with the Grievance Procedure, Article 46.1.2., Step 4. The decision of the City Manager after hearing or after receipt of the advisory arbitrator's decision shall be final.

If the City Manager modifies or rejects the Arbitrator's decision to the employee's/grievant's detriment, the City agrees to pay all costs, to include any attorney's/representative's fees of the employee/grievant, associated with the Arbitration process. In such an instance, the City shall pay for all costs of the

arbitrator, the court reporter and any transcripts of the proceedings requested by the employee.

- 49.6.2. Appeal Times. An appeal for arbitration must be filed by the employee or his/her representative within thirty (30) days after receipt of the final order of discipline.

ARTICLE 50. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

The Public Safety Officers Procedural Bill of Rights, hereafter referred to as the P.O.B.R., shall apply to all sworn and non-sworn personnel.

SECTION VI – ASSOCIATION RIGHTS

ARTICLE 51. DUES DEDUCTION

Upon the receipt of a written request and authorization from an employee for deduction of RPOA dues and other lawfully permitted fees, the City shall withhold such dues and fees from the salary of the employee and remit the withholdings to the RPOA.

ARTICLE 52. ASSOCIATION TIME

- 52.1. The City shall allow a maximum of two hundred (200) hours per contract year to conduct RPOA business. It is further agreed that the hours allowed are maximum hours, and the RPOA agrees they will use the total hours efficiently in an effort to prevent attaining such maximum hours. The carryover of any surplus hours will not be continued through the expiration of each year of this MOU.
- 52.2. Whenever practicable, the RPOA representative shall notify the Police Chief of designee at least twenty-four (24) hours prior to the use of said time.
- 52.3. Appropriate procedures will be implemented to assure both the City and the RPOA that they have up-to-date information so that in the event there are abuses of this privilege, appropriate action may be immediately taken by the City and the RPOA. In the event special meetings are called by the City or an RPOA representative is requested to engage in such activity by the City, such time shall not be charged against total allowable RPOA hours. Such release time hours are in addition to reasonable release time provided to RPOA team members for purposes of negotiating a collective bargaining agreement. Negotiations shall be defined to include both actual table time as well as reasonable time for the team to meet privately in advance of actual table sessions with City representatives.

ARTICLE 53. PART TIME EMPLOYEES

It is the intent of the parties to this agreement that the bargaining unit work shall be first assigned to full-time bargaining unit members, except as provided in this Article. In regard to short-notice overtime, overtime shall be offered first to full-time bargaining unit members.

- 53.1. Sworn Part-time Employees
Effective July 1, 2010, there will be no part-time employees serving as sworn officers engaged in RPOA unit work. If the City wishes to employ a part-time sworn officer in a classification covered by the RPOA, such employment will occur only with the mutual agreement of the City and the RPOA.

53.2. Non-sworn Part-time Employees

Absent mutual agreement of the Chief of Police and the RPOA, the City agrees to limit the number of part-time non-sworn employees to a combined total of no more than ten (10) for all non-sworn classifications covered by this MOU. This section does not apply to volunteers, interns, or other unpaid help.

53.3. Reserve officers will not be assigned to regular patrol shifts for the purposes of meeting minimum staffing levels. Reserve officers may be assigned to special events and to regular patrol shifts supplemental to RPOA members. The intent of this section is to prevent Reserve officers from being used to replace full-time sworn officers engaged in RPOA member's work.

ARTICLE 54. BULLETIN BOARDS

The City will furnish reasonable bulletin board space at the Police Station for the exclusive use of the RPOA. The bulletin board shall be used by the RPOA only for posting RPOA election materials; official business reports of the RPOA Board of Directors; RPOA news bulletins and meeting notices; information about RPOA membership benefits, programs, and promotional information. Any other materials must be reviewed and approved for posting by the Police Chief or designee prior to posting.

The RPOA shall be responsible for maintaining the bulletin board designated for use by the RPOA in an orderly condition and shall promptly remove outdated materials.

The City reserves the right to remove any posted materials which may be in conflict with the City's responsibility to maintain a workplace free from discrimination or harassment in accordance with federal and state fair employment laws.

ARTICLE 55. EMPLOYEE RIGHTS

The provisions of this MOU shall be applied equally to all employees without favor or discrimination because of race, color, age, national origin, ancestry, sex, gender, gender identity, gender expression, disability, medical condition, religion, military and veteran status, sexual orientation, marital status, or political affiliation.

ARTICLE 56. SUMMARY OF ITEMS AT IMPASSE

If an impasse is formally declared during the course of any negotiations, each side shall prepare a list of the outstanding items that are to be resolved under the impasse procedure. The lists shall be prepared and exchanged with the other party and submitted to the Employee Relations Officer within seventy-two (72) hours after the declaration of impasse.



ARTICLE 57. CONTINUATION OF BENEFITS

The provisions of this MOU, and provisions outside of this MOU regarding wages, hours, and working conditions that are currently in existence in writing, or are known to exist and which are not changed by this MOU, shall not be revised to adversely affect the employees in this unit during the term of this MOU unless by mutual agreement.

CITY OF ROCKLIN

By: 
Ricky Horst
City Manager

ROCKLIN POLICE OFFICERS' ASSOCIATION

By: 
Adrian Passadore, RPOA President
By: 
Timothy Talbot, RPOA Business Agent

**ADDENDUM A
CITY OF ROCKLIN
POLICE SALARY SCHEDULE A
(Annual Salary)
Effective March 3, 2018**

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Police Sergeant	SP 1	98,343	103,260	108,423	113,844	119,536	125,513
Police Officer	SP 2	79,991	83,991	88,191	92,601	97,231	102,093
Public Safety Dispatch Supervisor	NSP0	69,798	73,288	76,952	80,800	84,840	89,082
Crime Analyst	NSP1	67,647	71,029	74,580	78,309	82,224	86,335
Senior Public Safety Dispatcher	NSP2	64,928	68,174	71,583	75,162	78,920	82,866
Community Service Officer	NSP3	60,399	63,419	66,590	69,920	73,416	77,087
Police Com. Program Coordinator							
Police Records Supervisor							
Police Technical Assets Coordinator							
Public Safety Dispatcher II							
Senior Records Clerk	NSP4	57,731	60,618	63,649	66,831	70,173	73,682
Evidence/Property Technician	NSP5	56,337	59,154	62,112	65,218	68,479	71,903
Public Safety Dispatcher I	NSP6	52,253	54,866	57,609	60,489	63,513	66,689
Animal Control Officer							
Police Records Clerk	NSP7	49,764	52,252	54,865	57,608	60,488	63,512
Police Officer Trainee	NSP7	49,764					

**ADDENDUM A
CITY OF ROCKLIN
POLICE SALARY SCHEDULE A
(Annual Salary)
Effective January 19, 2019**

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Police Sergeant	SP 1	100,310	105,326	110,592	116,122	121,928	128,024
Police Officer	SP 2	81,591	85,671	89,955	94,453	99,176	104,135
Public Safety Dispatch Supervisor	NSP0	71,194	74,754	78,492	82,417	86,538	90,865
Crime Analyst	NSP1	69,000	72,450	76,073	79,877	83,871	88,065
Senior Public Safety Dispatcher	NSP2	66,227	69,538	73,015	76,666	80,499	84,524
Community Service Officer	NSP3	61,607	64,687	67,921	71,317	74,883	78,627
Police Com. Program Coordinator							
Police Records Supervisor							
Police Technical Assets Coordinator							
Public Safety Dispatcher II							
Senior Records Clerk	NSP4	58,886	61,830	64,922	68,168	71,576	75,155
Evidence/Property Technician	NSP5	57,464	60,337	63,354	66,522	69,848	73,340
Public Safety Dispatcher I	NSP6	53,298	55,963	58,761	61,699	64,784	68,023
Animal Control Officer							
Police Records Clerk	NSP7	50,759	53,297	55,962	58,760	61,698	64,783
Police Officer Trainee	NSP7	50,759					

**ADDENDUM A
CITY OF ROCKLIN
POLICE SALARY SCHEDULE A
(Annual Salary)
Effective February 1, 2020**

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Police Sergeant	SP 1	103,319	108,485	113,909	119,604	125,584	131,863
Police Officer	SP 2	84,039	88,241	92,653	97,286	102,150	107,258
Public Safety Dispatch Supervisor	NSP0	72,618	76,249	80,061	84,064	88,267	92,680
Crime Analyst	NSP1	70,380	73,899	77,594	81,474	85,548	89,825
Senior Public Safety Dispatcher	NSP2	67,552	70,930	74,477	78,201	82,111	86,217
Community Service Officer	NSP3	62,839	65,981	69,280	72,744	76,381	80,200
Police Com. Program Coordinator							
Police Records Supervisor							
Police Technical Assets Coordinator							
Public Safety Dispatcher II							
Senior Records Clerk	NSP4	60,064	63,067	66,220	69,531	73,008	76,658
Evidence/Property Technician	NSP5	58,613	61,544	64,621	67,852	71,245	74,807
Public Safety Dispatcher I	NSP6	54,364	57,082	59,936	62,933	66,080	69,384
Animal Control Officer							
Police Records Clerk	NSP7	51,774	54,363	57,081	59,935	62,932	66,079
Police Officer Trainee	NSP7	51,774					

**ADDENDUM B
CITY OF ROCKLIN
POLICE SALARY SCHEDULE B
(Annual Salary)
Effective March 3, 2018**

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Sergeant	SP 1	98,343	100,802	103,322	105,905	108,553	111,267	114,049	116,900	119,823	122,819	125,889	129,036	132,262	135,569
Police Officer	SP 2	79,991	81,991	84,041	86,142	88,296	90,503	92,766	95,085	97,462	99,899	102,396	104,956	107,580	110,270
Public Safety Dispatch Supervisor	NSP0	69,798	71,543	73,332	75,165	77,044	78,970	80,944	82,968	85,042	87,168	89,347	91,581	93,871	96,218
Crime Analyst	NSP1	67,647	69,338	71,071	72,848	74,669	76,536	78,449	80,410	82,420	84,481	86,593	88,758	90,977	93,251
Senior Public Safety Dispatcher	NSP2	64,928	66,551	68,215	69,920	71,668	73,460	75,297	77,179	79,108	81,086	83,113	85,191	87,321	89,504
Community Service Officer Police Com. Program Coordinator Police Records Supervisor Police Technical Assets Coordinator Public Safety Dispatcher II	NSP3	60,399	61,909	63,457	65,043	66,669	68,336	70,044	71,795	73,590	75,430	77,316	79,249	81,230	83,261
Senior Records Clerk	NSP4	57,731	59,174	60,653	62,169	63,723	65,316	66,949	68,623	70,339	72,097	73,899	75,746	77,640	79,581
Evidence/Property Technician	NSP5	56,337	57,745	59,189	60,669	62,186	63,741	65,335	66,968	68,642	70,358	72,117	73,920	75,768	77,662
Public Safety Dispatcher I Animal Control Officer	NSP6	52,253	53,559	54,898	56,270	57,677	59,119	60,597	62,112	63,665	65,257	66,888	68,560	70,274	72,031
Police Records Clerk	NSP7	49,764	51,008	52,283	53,590	54,930	56,303	57,711	59,154	60,633	62,149	63,703	65,296	66,928	68,601
Police Officer Trainee	NSP7	49,764													

**ADDENDUM B
CITY OF ROCKLIN
POLICE SALARY SCHEDULE B
(Annual Salary)
Effective January 19, 2019**

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Sergeant	SP 1	100,310	102,818	105,388	108,023	110,724	113,492	116,329	119,237	122,218	125,273	128,405	131,615	134,905	138,278
Police Officer	SP 2	81,591	83,631	85,722	87,865	90,062	92,314	94,622	96,988	99,413	101,898	104,445	107,056	109,732	112,475
Public Safety Dispatch Supervisor	NSP0	71,194	72,974	74,798	76,668	78,585	80,550	82,564	84,628	86,744	88,913	91,136	93,414	95,749	98,143
Crime Analyst	NSP1	69,000	70,725	72,493	74,305	76,163	78,067	80,019	82,019	84,069	86,171	88,325	90,533	92,796	95,116
Senior Public Safety Dispatcher	NSP2	66,227	67,883	69,580	71,320	73,103	74,931	76,804	78,724	80,692	82,709	84,777	86,896	89,068	91,295
Community Service Officer Police Com. Program Coordinator Police Records Supervisor Police Technical Assets Coordinator Public Safety Dispatcher II	NSP3	61,607	63,147	64,726	66,344	68,003	69,703	71,446	73,232	75,063	76,940	78,864	80,836	82,857	84,928
Senior Records Clerk	NSP4	58,886	60,358	61,867	63,414	64,999	66,624	68,290	69,997	71,747	73,541	75,380	77,265	79,197	81,177
Evidence/Property Technician	NSP5	57,464	58,901	60,374	61,883	63,430	65,016	66,641	68,307	70,015	71,765	73,559	75,398	77,283	79,215
Public Safety Dispatcher I Animal Control Officer	NSP6	53,298	54,630	55,996	57,396	58,831	60,302	61,810	63,355	64,939	66,562	68,226	69,932	71,680	73,472
Police Records Clerk	NSP7	50,759	52,028	53,329	54,662	56,029	57,430	58,866	60,338	61,846	63,392	64,977	66,601	68,266	69,973
Police Officer Trainee	NSP7	50,759													

**ADDENDUM B
CITY OF ROCKLIN
POLICE SALARY SCHEDULE B
(Annual Salary)
Effective February 1, 2020**

<u>Classification</u>	<u>Range</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>	<u>Step H</u>	<u>Step I</u>	<u>Step J</u>	<u>Step K</u>	<u>Step L</u>	<u>Step M</u>	<u>Step N</u>
Police Sergeant	SP 1	103,319	105,902	108,550	111,264	114,046	116,897	119,819	122,814	125,884	129,031	132,257	135,563	138,952	142,426
Police Officer	SP 2	84,039	86,140	88,294	90,501	92,764	95,083	97,460	99,897	102,394	104,954	107,578	110,267	113,024	115,850
Public Safety Dispatch Supervisor	NSP0	72,618	74,433	76,294	78,201	80,156	82,160	84,214	86,319	88,477	90,689	92,956	95,280	97,662	100,104
Crime Analyst	NSP1	70,380	72,140	73,944	75,793	77,688	79,630	81,621	83,662	85,754	87,898	90,095	92,347	94,656	97,022
Senior Public Safety Dispatcher	NSP2	67,552	69,241	70,972	72,746	74,565	76,429	78,340	80,299	82,306	84,364	86,473	88,635	90,851	93,122
Community Service Officer Police Com. Program Coordinator Police Records Supervisor Police Technical Assets Coordinator Public Safety Dispatcher II	NSP3	62,839	64,410	66,020	67,671	69,363	71,097	72,874	74,696	76,563	78,477	80,439	82,450	84,511	86,624
Senior Records Clerk	NSP4	60,064	61,566	63,105	64,683	66,300	67,958	69,657	71,398	73,183	75,013	76,888	78,810	80,780	82,800
Evidence/Property Technician	NSP5	58,613	60,078	61,580	63,120	64,698	66,315	67,973	69,672	71,414	73,199	75,029	76,905	78,828	80,799
Public Safety Dispatcher I Animal Control Officer	NSP6	54,364	55,723	57,116	58,544	60,008	61,508	63,046	64,622	66,238	67,894	69,591	71,331	73,114	74,942
Police Records Clerk	NSP7	51,774	53,068	54,395	55,755	57,149	58,578	60,042	61,543	63,082	64,659	66,275	67,932	69,630	71,371
Police Officer Trainee	NSP7	51,774													

ADDENDUM C

POLICE SERVICE DOG HANDLER AGREEMENT

Terms and Conditions

1. K-9 Officers will be compensated for twenty (20) minutes each day of off-duty time caring for the dog. Officers will be compensated for this time at time and one-half of the employee's hourly rate for three hundred sixty-five (365) days per year.

a. Dog care time shall not be considered time worked for purposes of overtime under the labor agreement.

b. To the extent required by law, dog care time shall be included in determining the Fair Labor Standards Act (FLSA) "hours worked" for the twenty-eight (28) day FLSA work period, and the pay for such dog care hours shall be computed in accordance with the FLSA.

2. The City will purchase and own the police service dog, and will provide food for the dog consistent with veterinary dietary recommendations.

3. The handler will be responsible for the care, maintenance, supervision, control, and training of the assigned police service dog.

4. The City will provide and pay for authorized veterinary care of the police service dog at the City's discretion. Initial emergency lifesaving care is authorized pending receipt of administrative approval or denial of further treatment. If the City determines that no further care is authorized due to the nature of the injury, the City may, at the discretion of the handler, release all interest in the police service dog to the handler, who shall then assume responsibility for all additional veterinary care. During annual vacation periods, City will board dog at an appropriate qualified kennel.

5. The City will provide all necessary equipment used for the care and training of the police service dog except permanent improvement to the handler's residential property.

6. Upon request of the handler, the City will provide a portable kennel of appropriate size up to and including twelve (12) feet by six (6) feet. The handler will have the right to purchase the portable kennel from the City based on a depreciation rate of 20% per year. Handler will have an option to purchase the kennel upon completion of dog handler assignment.

7. The handler will have the right to purchase their assigned police service dog from the City based on a depreciation rate of 20% per year of service. Any purchase agreement will only be considered upon release of the police service dog from service with the City.

8. The City will provide a twenty-four (24) hour retention (take home) vehicle for police service dog transportation to and from work and for other related employment travel. Handlers shall maintain the vehicle in a clean and presentable condition.

Transportation of the police service dog to and from work on regular duty days is not considered duty time and is, therefore, not compensable. Transportation of the animal in response to an emergency callback will be compensated in accordance with the callback provisions of this MOU.

9. The handler will assume liability for damage to the real and personal property of the handler for all of the normal wear and tear and damage associated with the police service dog.

10. The handler shall make all reasonable effort in the off-duty care, supervision, control, and containment of the police service dog to prevent liability for damage or injury to third parties or the property of third parties by the police service dog.

ADDENDUM D

TRAINING AND TRAVEL

1. If an employee travels by common carrier during work hours, they are in paid status for the regular work day and corresponding hours during non-work days. They are not eligible for overtime unless the hours go beyond the limits in this MOU.
2. If an employee is required to drive to a training site outside of normal work hours, the driver is in paid status while driving; passengers are not. Overtime would apply if the hours go beyond the limits in this MOU.
3. For single day training, employees are in paid status during travel to and from the training site. The same limits on overtime would apply.
4. The City reserves the right to change an employee's schedule to meet the training schedule.
5. The City will continue its current practice:
 - a. Employees will stay on their regular work schedules during training unless requested by the Police Chief to change their schedule to meet the training schedule.
 - b. For employees on ten (10) hour days who are sent to eight (8) hour classes, time will be charged as follows: Eight (8) hours regular time, two (2) hours PTO or CTO. If a class extends to five (5) days, the fifth day will be paid as overtime.
 - c. For employees on twelve (12) hour days or twelve and one-half (12.5) hour days who are sent to eight (8) hour classes, time will be charged as follows: Eight (8) hours regular time, and four (4) hours or four and one-half (4.5) hours PTO or CTO. If a class extends beyond the employee's regular scheduled work days compensable hours will be paid as overtime.

ADDENDUM E

DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

I. Purpose

A. It is the policy of the City to maintain a drug-free workplace. It is the intention of this policy to eliminate substance abuse and its effects in the work place. While the City has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently in the interest of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

B. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in identifying and disciplining those who do not seek help, or whose continued substance abuse either violates City rules or interferes in the employee's job performance.

C. 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 the use or possession of alcohol, illegal drugs, misuse of prescription drugs, or any other substance which could impair an employee's ability to safely and effectively perform the functions of the job and any other substance abuse which increases the potential for accidents, absenteeism, and/or substandard performance, or damage to the City's reputation.

D. All persons covered by this policy should be aware that violations of the policy may result in discipline, up to and including dismissal, and may subject an employee to required satisfactory participation in an approved substance abuse assistance or rehabilitation program. Applicants for employment with the City may not be hired for failure to follow these guidelines.

E. In recognition of the public service responsibilities entrusted to the employees of the City, and the fact that drug and alcohol abuse 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.

II. Policy

A. It is the City's policy that no employee shall:

1. Report to work under the influence of alcohol or drugs;
2. Be under the influence of alcohol or drugs while subject to duty;
3. Possess drugs or alcohol while on duty or in uniform;
4. Sell, distribute, or provide alcohol and/or drugs to any employee or person while on duty or while subject to duty;
5. Have their ability to work impaired as a result of the use of alcohol or drugs.

B. In addition, employees whose ability to work or whose job performance is impaired as a result of off-the-job use of alcohol or controlled drugs will be in violation of this policy. Employees who violate any of the conditions listed in 1 – 5 above or whose job performance is impaired by off-the-job substance abuse will be considered "abusers."

C. Use of medically prescribed medications and drugs, within the guidelines established by the employee's doctor, is not a violation of this policy. However, when taking medications or drugs which could foreseeably interfere with the safe and effective performance of duties or operation of City equipment, employees must notify their supervisor before beginning work. Failure to do so may result in discipline, up to and including dismissal. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified physician may be required.

D. The City reserves the right to search, without employee consent, all areas and property in which the City maintains control or joint control with an employee in accordance with applicable state and Federal laws. A search of any container or property under joint control such as desks, cubicles and lockers may be conducted at any time providing the employee is notified or if the employee is present or if the employee gives consent.

E. When reasonable suspicion exists that illegal drugs or alcoholic beverages are in any areas of joint control as described above, reasonable notice will be provided to the affected employee. At the time of notice of intent to search, the property container will be sealed and remain sealed until the search occurs. Such searches of property containers shall be conducted by Department Heads or Mid-Managers.

F. The affected employee and/or his/her employee organization representative shall be provided reasonable opportunity to be present at such searches.

G. 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.

H. Supervisory employees shall not physically search the person of employees, nor shall they search the purely personal possessions of employees without the freely given written consent of the employee. Purely personal possessions may be defined as the employee's purse, backpack, or briefcase.

I. Refusal to submit immediately to an alcohol and/or drug analysis when requested by City supervisory employees may constitute insubordination and may be grounds for discipline. Disciplinary action may extend up to and including dismissal.

J. Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, and shall be requested to make arrangements for transportation or allow the City to transport the employee home. Employees who refuse to arrange for alternate transportation or accept City transportation and chose to drive a motor vehicle while reasonably believed to be under the influence will be reported to the City of Rocklin Police Department as a potential danger to the community.

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

L. The City has established an Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors or EAP counselor for additional information.

M. Any City employee convicted of criminal drug statute violations (including a plea of nolo contendere) occurring in the work place must notify the City of the conviction within five (5) days after the conviction. This notification to the City will not relieve the employee from any disciplinary consequences of the conduct upon which the conviction is based. Within thirty (30) days of such notice, the City will take appropriate action as to the employee.

N. The City shall notify Federal agencies with which the City holds contracts or from which the City receives grants within ten (10) days of receiving notice that a City employee has been convicted of a criminal drug statute for a violation occurring within the workplace.

O. The City shall establish and maintain a drug-free awareness program to inform City employees about:

1. The dangers of substance abuse in the workplace
2. The City's policy of maintaining a substance abuse-free workplace
3. The availability of substance abuse counseling, rehabilitation, and employee assistance programs

4. The penalties that may be imposed upon employees for substance abuse violations occurring in the workplace

III. Application

A. This policy applies to all employees in the Police Officer's Association bargaining unit. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

B. In the event a dispute arises with respect to the application or interpretation of this policy, such dispute shall be grievable pursuant to the grievance procedure contained in this MOU.

IV. Employee Responsibility

An employee must:

A. Not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

B. Not possess or use alcohol or impairing drugs (illegal drugs or misuse of legally prescribed drugs) during work hours or while on breaks, during meal periods or at any time while on City property or in uniform. Employees who are not at work, or not on compensated-on-call, may be on City public property without being subject to this provision.

C. Not directly or through a third party knowingly sell or provide drugs or alcohol to any person, including any employee, while either employee is on duty and/or on City grounds, or subject to being called for duty.

D. Submit immediately to an alcohol and drug test when requested by an appropriate City supervisory employee.

E. Notify his/her supervisor, before beginning work, when taking any prescription or non-prescription medications or drugs which may interfere with the safe and effective performance of duties or operation of City equipment.

F. Provide, within 24 hours of request or as soon as possible thereafter, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

G. Notify the City of any criminal drug statute conviction for a violation occurring in the work place no later than five days after such conviction.

V. Management Responsibilities and Guidelines

A. Supervisory employees are responsible for reasonable enforcement of this policy.

B. Supervisory employees may request that an employee submit to a drug and/or alcohol test when a supervisory employee has a reasonable suspicion that an employee is under the influence of drugs or alcohol on the job or on compensated-on-call. "Reasonable suspicion" is a belief based on objective and articulable 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:

1. Slurred speech;
2. Alcohol odor on breath;
3. Unsteady walking and movement;
4. Physical altercation;
5. Verbal altercation;
6. Unusual behavior;
7. Possession of alcohol or drugs or drug paraphernalia;
8. Difficulty responding to simple questions such as time of day, location, etc.;
9. Difficulty performing simple tasks such as counting, touching nose, etc.;
10. An accident involving motorized equipment.

C. If the employee does not report directly to the supervisor who has a reasonable suspicion that the employee is under the influence of drugs or alcohol on the job or on compensated-on-call, he/she shall consult with the employee's immediate supervisor, or another supervisor when the immediate supervisor is unavailable, prior to requesting a drug and/or alcohol test. Any supervisory employee requesting an employee to submit to a drug and/or alcohol test shall document in writing the facts constituting reasonable suspicion that the employee in question is under the influence of alcohol or drugs.

D. Any supervisory employee encountering an employee who refuses an order to submit to a drug and/or alcohol analysis upon request should remind the employee of the requirements and disciplinary consequences of the City's Alcohol and Drug Policy. Where there is reasonable suspicion that the employee is under the

influence of alcohol or drugs, the supervisory employee should detain the employee for a reasonable time until the employee can be safely transported home.

E. No supervisory employee shall request an employee to submit to a drug and/or alcohol analysis until they have successfully completed a drug and alcohol awareness training program.

VI. Physical Examination and Procedure

A. The drug and/or alcohol analysis 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, PCP, methadone, barbiturates, amphetamines, marijuana, and other cannabinoids.

B. The laboratory will screen urine samples with the EMIT procedure. Gas chromatography/mass spectrophotometry (GC/MS) will be used for confirming positives found in the screening process. If a more effective screening process is developed during the term of this MOU, the City may elect to use the alternative methodology.

C. After consulting with expert staff of the laboratory or laboratories selected to perform the testing, the City shall ensure that the test cutoff levels conform to the National Institute on Drug Abuse (NIDA) standards.

D. The drug and/or alcohol test will be administered by a facility which is licensed and certified by the California Department of Health Services, Laboratory Field Service and comply with the scientific and technical guidelines for Federal Drug Testing Programs and the standards of the Alcohol, Drug Abuse, and Mental Health Administration of the U.S. Department of Health and Human Services.

E. The City shall specify measures to ensure that a strict chain of custody is maintained for the sample from the time it is taken, through the testing process to its final disposition.

F. Drug tests shall be performed by a laboratory selected based on its meeting standards that are the same or at least comparable in scope and rigor, as those used by the National Institute on Drug Abuse to certify laboratories engaged in urine drug testing for Federal agencies.

VII. Employee Rights

A. Employees shall be entitled to representation during any interviews or discussions that could lead to a decision by the City to take adverse action against the employee, regardless of whether these interviews or discussions occur before or after

the sample is taken. However, the employee may be ordered to take the test immediately, with or without representation.

B. The sample collection process shall include the opportunity for the employee to provide information to the technician securing the sample about factors other than illegal drug use (such as taking legally prescribed medications) that could cause a positive test result.

C. The employee shall receive a full copy of any confirmed positive test results.

D. All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one year following the test. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the employee's choice. If the retested sample proves to be negative and in conflict with the first test, the City shall reimburse the employee for all costs associated with retesting of the sample.

VIII. Results Of Drug and/or Alcohol Analysis

A. Existing Employees, Alcohol/Drug Tests

1. A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination.

2. If the drug screen is positive, the employee must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. The 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, or if the employee has not previously notified his/her supervisor that he/she is taking a substance (prescribed or over-the-counter) that is likely to impair the employee's ability to perform his/her duties, the employee will be subject to disciplinary action, up to and including discharge.

3. If an alcohol or drug test is confirmed positive for alcohol or drugs, the City shall conduct an investigation to gather all facts. The decision to discipline or discharge will be carried out in conformance with applicable and pertinent discipline procedures.

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 file that will be kept securely under the control of the Human Resources Manager. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the tested employee upon request. Disclosures, without employee consent, may also occur when:

1. The information is compelled by law or by judicial or administrative process;
2. The information has been placed at issue in a formal dispute between the employer and employee;
3. The information is to be used in administering an employee benefit plan;
4. The information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

X. Police Officer Exemption

1. This policy is modified to exclude from testing and disciplinary provisions the authorized handling of drugs and/or use of alcohol by police officers in the performance of their duties. Sworn personnel in the Police Department who are found to be abusers (as defined in this policy) of alcohol and/or prescription drugs will be subject to the provisions of the policy.

2. This policy is further modified to acknowledge the requirement that police officers must not engage in any illegal activities. Sworn personnel in the Police Department who are found to be voluntary users or in possession of illegal drugs not in the approved performance of their duties may be subject to discipline, up to and including dismissal.