

RESOLUTION NO. 2007-160

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN APPROVING A  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF ROCKLIN AND THE  
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 the Rocklin Police Officers' Association in the form attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved.

PASSED AND ADOPTED this 12th day of June 2007, by the following roll call vote:

AYES: Councilmembers: Storey, Yuill, Hill, Magnuson, Lund

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

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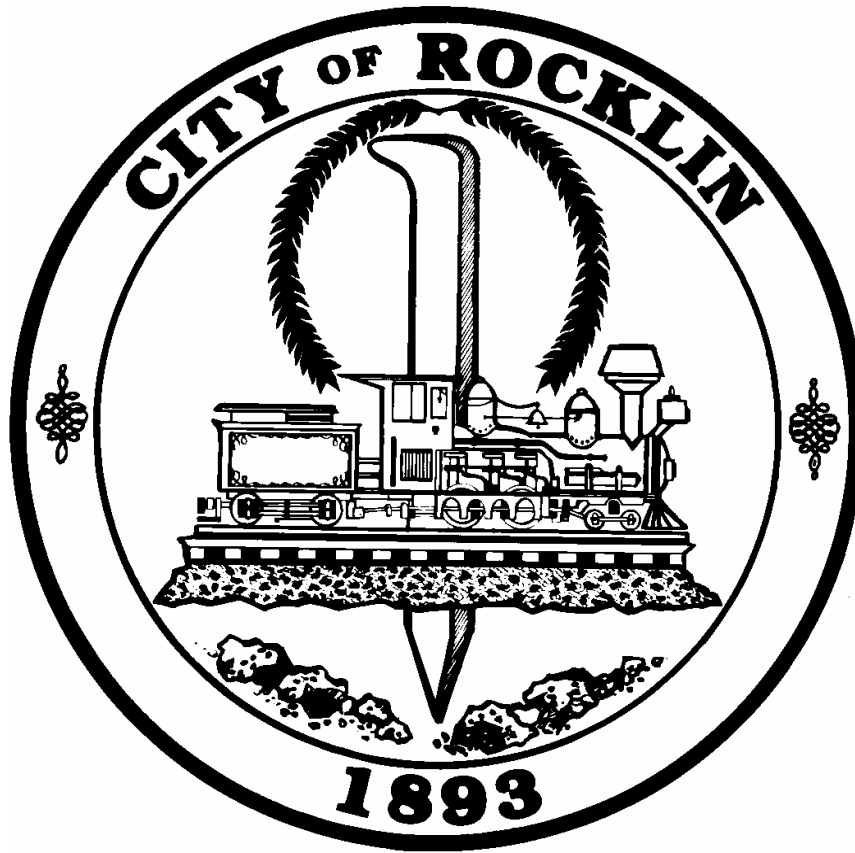
Kathy Lund, Mayor

ATTEST:

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Barbara Ivanusich, City Clerk

EXHIBIT A



**MEMORANDUM OF UNDERSTANDING**

**CITY OF ROCKLIN**

**AND**

**ROCKLIN POLICE OFFICERS' ASSOCIATION**

**February 1, 2007 - September 30, 2010**

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

ENTERED into this 12th day of June 2007 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. Base Compensation for Sworn Personnel as used in Article 12 - shall consist of the following:

- The top step salary.
- Longevity Pay with 20 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. City - The City of Rocklin.

1.4. Day - Day shall mean a period of time between any midnight and the midnight following.

1.5. Emergency Overtime - An immediate need for personnel.

1.6. 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.

1.7. Extended Period – (Pursuant to Article 37, Family Care and Medical Leave) – An absence of two (2) weeks or more.

1.8. 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.

1.9. 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.

1.10. Immediate Family - (Pursuant to Article 33, Paid Time Off) – The employee's mother, stepmother, father, stepfather, spouse, child, stepchild, or any person living in the employee's immediate household.

1.11. Meyers-Milias-Brown Act (MMB) - 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.

1.12. MOU - This Memorandum of Understanding or a prior or future Memorandum of Understanding as the context may require.

1.13. Overtime

- For sworn employees, any time worked in excess of eighty (80) hours in a pay period.
- For non-sworn employees, any time worked in excess of forty (40) hours in a work week.

1.14. Paid Hours – Regular, sick, vacation, Compensatory Time Off (CTO), and holiday hours.

1.15. Part-time Employees - Those employees whose regularly scheduled work assignment is less than thirty-two (32) hours per work week or employees who are authorized to work no more than nine hundred and sixty (960) hours in a year.

1.16. Permanent Status – The status of an employee who has successfully completed a probationary period.

- 1.17. Personnel Rules – The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.
- 1.18. 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.
- 1.19. 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.
- 1.20. 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.
- 1.21. 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.
- 1.22. Regular Rate of Pay – The employee’s base rate of pay plus all differentials to which the employee is entitled.
- 1.23. RPOA - The Rocklin Police Officers’ Association.
- 1.24. Scheduled Overtime – Overtime assignments that have been anticipated and are greater than two (2) weeks until assignment.
- 1.25. 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 service in the affected classification. Continuous service means the employee’s total continuous 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 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.
- 1.26. Short-Notice Overtime – A need for personnel which becomes necessary within two (2) weeks or less of assignment.
- 1.27. Supervisor – The individual who is directly responsible for the day-to-day assignment, review of performance, and direction of the work of an employee.

1.28. 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 Meyers-Milias-Brown Act.

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 February 1, 2007 and shall remain in effect until midnight September 30, 2010. 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, Senior Public Safety Dispatcher, Police Community Programs Coordinator, 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.

In the event employees in the classification of Police Sergeant present a petition to the RPOA and the City requesting exclusion from the Representational unit which contains signatures of fifty percent (50%) or more of the employees in the class, the RPOA will agree to excluding all employees in the class.

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 the employee.

#### ARTICLE 11. SEPARABILITY

If any provision of this MOU shall be held invalid, all remaining provisions shall be held in full force and effect for the remainder of the Agreement.

SECTION II - COMPENSATION

ARTICLE 12. CALCULATION OF ANNUAL SALARIES

12.1. Sworn Personnel

12.1.1. Effective with the first pay period following the pay period that includes the date the City Council adopts this MOU, base pay for sworn personnel shall be increased by fourteen and one-half percent (14.5%).

12.1.2. Effective with the first pay period following the pay period that includes August 1, 2007, the City shall increase base compensation for sworn personnel to the average of the base compensation paid by the following three cities: Roseville, Folsom, and Lincoln (“the cities”).

12.1.3. Effective with the first pay period following the pay period that includes February 1, 2008, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.

12.1.4. Effective with the first pay period following the pay period that includes August 1, 2008, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.

12.1.5. Effective with the first pay period following the pay period that includes February 1, 2009, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.

12.1.6. Effective with the first pay period following the pay period that includes August 1, 2009, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.

12.1.7. Effective with the first pay period following the pay period that includes February 1, 2010, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.

12.1.8. Effective with the first pay period following the pay period that includes August 1, 2010, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.

12.2. Non-Sworn Personnel

12.2.1. In recognition of the increased portion of medical insurance premiums to be absorbed by some employees pursuant to Article 25.4, effective with the first pay period following the pay period that includes the date the City Council adopts this MOU, base pay for non-sworn personnel shall be increased by two percent (2%). Effective with the first pay period following the pay period that includes August 1, 2007, the City shall: (a) increase salaries by 2.5% for Public Safety Dispatcher II; and (b) use the formula contained in Article 12.3 below to provide the equivalent adjustments to the other non-sworn classifications.

12.2.2. Non-sworn salaries shall be calculated either by using the current Proposition C formula contained in Article 12.3 below, or by making the following annual salary adjustments, whichever is greater:

- Effective with the first pay period following the pay period that includes February 1, 2008, the City shall increase salaries 3.5% for all classifications.
- Effective with the first pay period following the pay period that includes February 1, 2009, the City shall increase salaries 3.5% for all classifications.
- Effective with the first pay period following the pay period that includes February 1, 2010, the City shall increase salaries 3.5% for all classifications.

12.3. Calculation of Annual Salaries Under Proposition C

Salaries for the employees covered by the MOU are subject to the provision of Proposition C, approved by the voters of the City of Rocklin on November 4, 1980, which reads as follows:

Rocklin Municipal Code Chapter 2.48

“As used in this chapter the term ‘comparable class of position’ means a group of positions substantially similar with respect to qualifications or duties or responsibilities, using the following positions as guidelines:

- A. Sergeant;
- B. Police Officer;
- C. Dispatch supervisor-administrative secretary;
- D. Dispatcher clerk.

The City Council shall, on the first day of January, annually determine existing average salaries for the Auburn Police Department, Lincoln Police Department, Roseville Police Department and Placer County Sheriff’s Office, operating within the County of Placer for each class of position employed by those agencies. Effective February 1, 1981, and effective February 1<sup>st</sup> of each year thereafter, the Council shall adjust and determine that the average salary for class of position in the Rocklin Police Department as set forth in this chapter is at least equal to the average of the salaries for the comparable positions in the Auburn Police Department, Lincoln Police Department, Roseville Police Department, and Placer County Sheriff’s Office.

The provision of this chapter shall prevail over any otherwise conflicting provisions which may relate to salaries of City officers or employees who are not elected by popular vote.”

12.3.1. “Existing Average Salaries” shall mean the average gross earnings of each class of position in question found in Placer County, City of Roseville, City of Auburn, and City of

Lincoln. For the purposes of determining comparable salaries for the Dispatcher I classification, the classification of Dispatcher II in Roseville, Placer County and Lincoln, and the classification of Dispatcher I in Auburn will be used. For the positions of Police Officer Recruit, Police Officer, Sergeant, and Dispatcher, the “existing average salaries” shall be derived as follows:

12.3.2. The sum of the salaries in the 1<sup>st</sup> and 5<sup>th</sup> Step of the class of position in each jurisdiction in which the class of position exists shall be divided by two (2) to determine the average gross earnings. “Salary” shall be exclusive of fringe benefits, incentive pay, etc.

12.3.3. The average earnings of the class of position in each jurisdiction determined under (1) shall be added together and divided by the number of jurisdictions in which the class of position is found.

12.3.4. The result shall be deemed the 3<sup>rd</sup> Step of a 5 Step plan for the City for the class of position in question. The 3<sup>rd</sup> Step shall be increased upward by a factor of 5% to determine the salary for Step 4 and by an additional equal amount for Step 5.

12.3.5. The 3<sup>rd</sup> Step shall be decreased downward by a factor of 5% to determine the salary for Step 2 and by an additional equal amount downward for Step 1.

12.4. Calculations for Other Represented Classes

12.4.1. For the purposes of this Article, the terms “position” and “class of position” for purposes of Proposition C shall be understood to mean “classification.”

12.4.2. For the classification of Community Service Officer, the “existing average salary” shall be derived by adding to the amount determined for Step 5 for the classification of Public Safety Dispatcher I, as described above, an amount equal to 15.6% of said amount. The result shall be the minimum salary level for Step 5 for the Community Service Officer classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

12.4.3. For the classifications of Public Safety Dispatcher II and Evidence/Property Technician, the “existing average salary” shall be derived by adding to the amount determined for Step 5 for the position of Public Safety Dispatcher I, as described above, an amount equal to one-half the difference between Step 5 of the Community Service Officer classification and Step 5 of the Public Safety Dispatcher I classification. The result shall be the minimum salary level for Step 5 for the Public Safety Dispatcher II and Evidence/Property Technician classifications. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

12.4.4. For the classification of Senior Records Clerk, the “existing average salary” shall be derived by adding to the amount determined for Step 5 for the classification of Public Safety Dispatcher II, as described above, an amount equal to 2.5% of said amount. The result shall be the minimum salary level for Step 5 of the Senior Records Clerk classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

12.4.5. For the classification of Animal Control Officer, the salary shall be determined as being the average of the top step of the range for comparable classifications in the City of

Roseville and Placer County. The result shall be the minimum salary level for Step 5 for the Animal Control Officer classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4. Should similar classifications be established in the City of Auburn and/or the City of Lincoln, those salaries shall also be used to determine the average of comparable classifications.

12.4.6. For the classifications of Senior Public Safety Dispatcher, Police Community Programs Coordinator, and Police Technical Assets Coordinator, the “existing salary range” is determined to be equal to the salary range as determined for the classification of Community Service Officer.

12.4.7. For the classification of Police Records Clerk the “existing salary range” shall be derived by subtracting from the amount determined for Step 5 for the classification of Public Safety Dispatcher I as described above, an amount equal to 5% of said amount. The result shall be the minimum salary level for Step 5 for the Police Records Clerk classification. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

12.4.8. The “comparable class of position” and “classes of positions” for purposes of Proposition C shall be as shown on Exhibit A, Salary Schedule, attached hereto and by this reference incorporated herein.

12.4.9. Each employee shall receive a monthly salary according to the schedule as shown on Exhibit A. Salaries for any subsequent years shall be determined annually and implemented as per Chapter 2.48 of the Rocklin Municipal Code or pursuant to the provisions of this MOU, whichever is higher.

### 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.

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.

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 (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 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 (12) consecutive hours in one day, except in emergency circumstances.

13.4.2. An employee who is assigned to ten (10) hour shifts shall not be scheduled to “double-back” without ten (10) hours between assignments. An employee who is assigned to eight (8) hour shifts shall not be scheduled to “double-back” without eight (8) hours between assignments.

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 shifts shall not be scheduled to “double-back” without twelve (12) hours between assignments.

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.

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

When an employee is called back to work outside of and not continuous with his 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.

ARTICLE 16. COURT APPEARANCE DURING SCHEDULED TIME OFF

16.1. Compensation

When an employee is required to make a court appearance in a criminal or non-criminal action to provide testimony in his/her capacity as an employee of the Police Department of the City, the employee will be paid as follows:

16.1.1. When an employee is called back from his/her non-scheduled work hours for the purposes of court, the employee will receive a minimum of four (4) hours pay at his/her 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. An employee who is scheduled for court less than four (4) hours prior to his/her 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 hours at his/her overtime rate. The Department will notify the employee of the cancellation. 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

17.1. Each employee is eligible to receive education incentive in accordance with the following criteria:

17.1.1. Education incentive will be paid in each biweekly payroll. Payment of education incentive will begin 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 incentive 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 his/her intention to apply for education incentive 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 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. It is the responsibility of each employee to notify Human Resources of his/her eligibility for education incentive and to provide the appropriate documentation in accordance with the above.

17.2. Each employee is eligible for education incentive pay as listed 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
BA/BS (any major)	\$150.00
Advanced POST	\$225.00
MA (non-sworn only)	\$200.00
BA/BS + Advanced POST	\$275.00

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

ARTICLE 18. SHIFT DIFFERENTIAL PAY

When a sworn officer works a shift where more than five (5) hours fall within the times of 11:00 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.

When a non-sworn 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 Exhibit B (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. 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.

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.

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.

#### 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 Exhibit 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 those employees who are qualified in accordance with plan specifications. Dependent coverage will be available on the medical, dental, and vision plans.

##### 25.2. Selection of Carriers

The employee shall choose a medical insurance plan from those plans made available in this geographic area through the Health Benefits Division of the Public Employees Retirement

System (PERS). 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 and dismemberment insurance for employee only.

25.4.2. Effective February 1, 2007, the City will pay up to the full monthly cost for the lowest cost medical insurance plus the PERS administrative charges imposed for medical plan processing plus \$10.00. The employee will pay any costs that exceed the City's fixed contribution for medical insurance.

25.4.3. Effective January 1, 2008, the City will contribute a maximum of \$1,013 per month towards the cost of medical insurance.

25.4.4. Effective January 1, 2009, the City will contribute a maximum of \$1,053 per month towards the cost of medical insurance.

25.4.5. Effective January 1, 2010, the City will contribute a maximum of \$1,093 per month towards the cost of medical insurance.

25.5. Payroll Deduction

The employee will pay the amount their medical insurance cost exceeds the City's contribution by authorizing biweekly 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 three thousand dollars (\$3,000.00) per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. The plan also allows the employees to set aside pre-tax income to pay for the costs of childcare and adult dependent care. 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 The City shall continue to contract with the State of California Public Employees Retirement System (PERS) during the term of this MOU. The retirement formula for sworn personnel is three percent (3%) at fifty (50). The retirement formula for non-sworn personnel is two percent (2%) at fifty-five (55).

The plan will have the following additional contract provisions:

Section 20965, Credit for Unused Sick Leave  
Section 21573, 1959 Survivors Benefit, Third Option  
Section 21574, 1959 Survivors Benefit, Fourth level – Sworn Personnel Only  
Section 20042 – One Year Final Compensation – Sworn Personnel Only

Effective August 1, 2007, the City will implement Section 20692 – Employer Paid Member Contributions.

28.2. The City shall contribute toward the employee's contribution as follows:

For sworn personnel, the City agrees to pay 100% of the employees' PERS contribution, not to exceed 9.0% of their PERS reportable compensation.

For non-sworn personnel, the City agrees to pay 100% of the employees' PERS contribution, not to exceed 7.0% of their PERS reportable compensation.

28.3. If any other bargaining unit within the City with members covered by the PERS Miscellaneous contract commences bargaining concerning an improved benefit formula, the City and the RPOA agree to meet and confer concerning the implementation of that benefit.

ARTICLE 29. DEFERRED COMPENSATION

The City will continue to contribute up to \$50.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Effective the first day of the pay period following the pay period that includes January 1, 2008, 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 work week will receive a proportionate benefit.

ARTICLE 30. RETIREE HEALTH BENEFITS

To be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of PERS-credited service with the City. Employees who retire from the City after meeting the service requirement stated above and who have at least ten (10) years of PERS-credited service will receive a City contribution to their post-retirement benefits as follows:

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

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

The vesting requirements for post-retirement health benefits apply to all employees hired after the date the City's contract for health benefits under the Public Employees' Medical and Hospital Care Act (PEMCHA) was revised to include these service requirements.

ARTICLE 31. UNIFORM ALLOWANCE

Effective with the first pay period following the pay period that includes January 1, 2008, uniform allowance will be paid in each biweekly payroll.

All sworn personnel, personnel in the classifications of Community Service Officer, Police Technical Assets Coordinator, and Animal Control Officer shall receive an annual uniform allowance of \$950.00 paid biweekly.

Non-sworn personnel, except in those classifications included above, shall receive an annual uniform allowance of \$780.00 paid biweekly.

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, Senior Public Safety Dispatcher, Evidence/Property Technician, Police Records Clerk, Animal Control Officer, and Police Community Programs Coordinator 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 \$750 per calendar year. Effective January 1, 2008, the City agrees to increase this amount by 3.0% per year for subsequent years during the term of this MOU. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

#### SECTION IV - LEAVES

#### ARTICLE 33. PAID TIME OFF PROGRAM (PTO)

It is hereby stipulated that the Paid Time Off Program shall supersede that Section of the Personnel Rules entitled “Vacation Policy” and that Section of the Personnel Rules entitled “Holiday Policy.” It shall also modify that Section of the Personnel Rules entitled “Sick Leave Policy.”

#### 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:

Years of Service	Per Year	Hours Per Pay Period
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. An employee must use PTO for the first three days they are off work for a non-job-related illness that does not require hospitalization. An employee must use PTO the first day they are off work for a non-job-related injury. If an employee is off work on PTO and becomes disabled due to serious illness or injury, they may request any remaining time off to be charged against sick leave. He/she must notify their supervisor immediately and submit a doctor’s report on their disability.

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. In addition to PTO accrual, an employee will also accrue Sick Leave hours to provide paid time for serious longer term illnesses and injuries involving the employee or the employee's immediate family residing in the immediate household of the employee. If an employee is hospitalized, the Sick Leave coverage will start on day one of the occurrence. If an employee is not hospitalized, their Sick Leave will begin on the fourth day of the occurrence for illness and on the second day of the occurrence for injuries. Whenever an employee is eligible for State Disability Insurance benefits, the Sick Leave benefit will be coordinated with the State Disability Insurance benefit.

33.2.2. Sick Leave Accrual. A new employee will begin to accrue Sick Leave hours on the first day of employment. However, they are not eligible to use Sick Leave hours until they have completed six months of employment. During this initial six months, an employee may use PTO hours for all time off due to non-job-related illnesses or injuries. 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 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. PTO sign-ups will be posted each year from November 1-30, to be effective on January 1 of the following year.

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.

34.1.2. For purposes of this Article, classifications are defined as follows:

- Police Sergeant
- Police Officer
- Detective/Detective Sergeant
- Senior Public Safety Dispatcher/Public Safety Dispatcher I/II
- Community Service Officer
- Animal Control Officer
- Senior Records Clerk/Police Records Clerk

34.2. Sign-ups will be limited to one (1) employee per classification, except for those officers assigned to patrol. Police officers serving as patrol officers will be allowed a maximum of two (2) employees per sign-up during prime time.

34.3. Minimum Sign up: One (1) week. Week is defined as Saturday – Friday.

34.4. Maximum Sign up: Two (2) weeks during prime time; unlimited outside prime time.

34.5. 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

34.6. Cancellation of a leave period scheduled through this procedure must be made and acknowledged in writing sixty (60) days in advance of the beginning date of the leave, excluding emergencies. Employees who do not cancel scheduled leaves in this manner will be required to take the leave as scheduled.

34.6.1. 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.

34.7. 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.

34.8. 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 the 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 accrue converted (hours worked times 1.5) hours as Compensatory Time Off (CTO) up to the following limits:

- Sworn employees: Three hundred (300) hours of converted CTO.
- Non-sworn employees: Two hundred forty (240) 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) consecutive workdays for purposes of bereavement leave following the death of a relative or domestic partner. If an employee requests additional time off for bereavement, an additional two (2) days shall be allowed to be charged to accrued PTO.

Relatives covered

Spouse (including common law)	Son
Father	Daughter
Mother	Sister
Father-in-law	Brother
Mother-in-law	Grandchildren
Grandfather	Grandmother

The following step/foster relationships are covered

Mother	Daughter
Father	Sister
Son	Brother
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 not later than twenty-four (24) hours following the notification to the City and must be taken consecutively.

36.3. Limitation

The five-day limit will apply to all deaths that occur simultaneously.

36.4. Funeral Leave

When the funeral/memorial services for the deceased relative are not scheduled immediately after the death, an employee is eligible to use up to eight (8) hours of the bereavement leave, as provided in section 36.1 above, to attend funeral/memorial services for the relatives listed in that section or up to 24 hours for funeral/memorial services held out of state. Proof of date and location of services must be provided by the employee to the employee's supervisor.

To be eligible, the funeral/memorial services must be held within forty-five (45) days following the death(s).

ARTICLE 37. FAMILY CARE AND MEDICAL LEAVE

37.1. An employee shall be 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 his or her 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. An employee who is 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 major elements 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 State Disability or Worker's Compensation Benefits in accordance with 33.2.1. of Article 33, Paid Time Off Program (PTO).

#### ARTICLE 38. JURY DUTY

When an employee is required to serve on jury duty, 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 shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code, which says, in summary, that any employee shall receive full compensation for up to thirty (30) calendar days of active military duty each year. In no event will an employee be compensated in excess of 243 hours at their base rate of pay as defined in Article 1.2 in any calendar year unless an extension of paid military leave has been adopted by the City Council.

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 CTO must be exhausted before an employee may use PTO or sick leave, or before her unpaid leave begins.

40.2.1. During the period of her disability, an employee's paid leave will be integrated with any State Disability (SDI) benefits she may receive.

40.2.2. An employee may retain up to forty (40) hours of accrued PTO for use upon her return from maternity leave.

40.2.2.1. 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.

40.2.2.2. 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 under the terms and conditions of Article 37, Family Care and Medical Leave, and the California Family Rights Acts (CFRA). Bonding leave must be taken in increments of two (2) weeks or more.

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

This Article supersedes that Section of the Personnel Rules entitled “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 with the approval of the City Manager for the following purposes:

- Illness beyond that covered by sick leave and Family Care and Medical Leave
- Other personal reasons which do not impair the effectiveness of the City
- 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 for the purposes specified in 41.1 above with an additional ninety (90) days, if conditions warrant such an extension.

41.3. Revocation of Leave of Absence

A leave of absence may be revoked by the City Manager 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 hours.

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

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. Except during emergency situations, employees shall be permitted to take two (2) fifteen (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.

43.2. 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 (1) 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, Senior Public Safety Dispatcher, Evidence/Property Technician, Public Safety Dispatcher I/II, Police Community Programs Coordinator, 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 Shifts – Patrol Operations

Sworn patrol employees may be assigned to a schedule consisting of a number of twelve (12) hour or twelve (12) hour and eight (8) hour shifts. The maximum number of twelve (12) hour shifts scheduled within one payroll period shall not exceed seven (7).

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

It is agreed upon between the RPOA and the City 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.

43.3. 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 Work Schedule

Sworn personnel assigned to a twelve (12) hour or a combination twelve (12) hour, eight (8) hour 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.

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 closest to January 1 in the month of January, and at the beginning of the pay period 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.

43.7. 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 Years 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 Exhibit 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.

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 ninety (90) days.
- 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 ninety (90) days.

- Absence: The Police Chief may extend a probationary 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. An employee subject to layoff may bump into a lower class in which he/she has held permanent status and is otherwise qualified, provided that he/she has 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; who do not respond to a notice of re-employment; or who 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 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

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.

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.

The normal progressive discipline procedure steps consist of:

49.1.1. Counseling

49.1.1.1. 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.

49.1.1.2. 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.

49.1.2. Formal Disciplinary Actions

49.1.2.1. 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 or designee 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.

49.1.2.2. Second Written Reprimand, 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. A written reprimand is not appealable beyond the Police Chief.

49.1.2.3. Dismissal for Cause: The final step in the progressive disciplinary process.

49.1.3. 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.

49.1.4. 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.

49.2. Skelly Process

49.2.1. The following disciplinary actions will be covered under this Article when requested by the employee: suspension without pay, reduction in pay, demotion, or dismissal.

49.2.2. The employee shall be provided notice of the proposed discipline.

49.2.3. Within ten (10) days of the notice of proposed discipline, the employee or his/her representative may file a request for Skelly meeting with the Police Chief.

49.2.4. The Police Chief shall schedule a predisciplinary response meeting with the employee and his/her representative, if any, within ten (10) days of the receipt of the request for meeting.

49.2.5. The Police Chief shall conduct the meeting and shall render a decision upholding, modifying, or overturning the proposed action within thirty (30) days.

#### 49.3. Appeal Process

49.3.1. After the decision is rendered by the Police Chief, the discipline will be imposed. The decision may be appealed to the City Manager. Notice of the time, date, and place of the requested hearing shall be given to the employee ten (10) days prior to the date of such hearing. The City Manager may elect to refer the appeal to advisory arbitration. The arbitration shall be conducted in accordance with the Grievance Procedure, Article 46, Step 4. The decision of the City Manager after hearing or after receipt of the advisory arbitrator's decision shall be final.

49.3.2. Appeal Times. An appeal for arbitration must be filed by the employee or his/her representative within thirty (30) days after receipt of the determination made by the Police Chief.

### ARTICLE 50. PEACE OFFICER BILL OF RIGHTS

The Peace Officer Bill of Rights, hereafter referred to as the P.O.B.R., shall apply to all sworn personnel and is attached hereto as Exhibit C.

Non-sworn personnel, while not subject to the P.O.B.R., shall be provided all rights contained therein.

### 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 one hundred twenty (120) hours per contract year to the RPOA representation unit for the purpose of conducting grievance representation and activities within the scope of its duties and responsibilities as bargaining representative of the subject unit. 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. 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 54. EMPLOYEE RIGHTS

The provisions of the MOU shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, marital status, national origin, ancestry, political or religious opinions or affiliations, or physical or mental disability.

Nothing in this MOU is intended to deny employees any of the rights indicated under state or federal fair employment or equal opportunity laws.

#### ARTICLE 55. SUMMARY OF ITEMS AT IMPASSE

If impasse shall be 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 56. CONTINUATION OF BENEFITS

The provisions of this MOU, together with those subjects of wages, hours, and working conditions subject to meet and confer 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: \_\_\_\_\_  
Carlos A. Urrutia  
City Manager

ROCKLIN POLICE OFFICERS' ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

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**EXHIBIT A**

**POLICE SALARY SCHEDULE**

**Effective 6/23/07 – 7/31/07**

<b><u>Classification</u></b>	<b><u>Step A</u></b>	<b><u>Step B</u></b>	<b><u>Step C</u></b>	<b><u>Step D</u></b>	<b><u>Step E</u></b>	<b><u>Step F</u></b>
Police Sergeant	5411	5682	5966	6263	6577	6905
Police Officer	4505	4729	4966	5214	5476	5749
Community Service Officer Police Community Prog. Coord. Police Tech. Assets Coordinator Senior Public Safety Dispatcher	3803	3994	4193	4403	4623	4854
Senior Records Clerk	3635	3818	4008	4209	4420	4640
Evidence/Property Technician Public Safety Dispatcher II	3547	3726	3912	4107	4312	4528
Public Safety Dispatcher I	3290	3455	3628	3809	4000	4200
Police Records Clerk	3133	3290	3455	3628	3809	4000
Animal Control Officer	3119	3274	3439	3610	3791	3981

## **EXHIBIT B**

### **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.

**EXHIBIT C**

**PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT  
(Government Code Section 3300 et seq.)**

A copy of the Act is available in City Clerk's Office.

## **EXHIBIT 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 (forty (40) hours/work week for non-sworn; eighty (80) hours/pay period for sworn).
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 who are sent to eight (8) hour classes, time will be charged as follows: Eight (8) hours regular time, four (4) hours PTO or CTO. If a class extends beyond the employee's regular scheduled work days compensable hours will be paid as overtime.

## **EXHIBIT 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.