

RESOLUTION NO. 2022-159

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ROCKLIN ADOPTING THE NEGOTIATED MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN
AND ROCKLIN FIREFIGHTER'S UNION, LOCAL 3847, AND
ADOPTING AN UPDATED FIRE SALARY SCHEDULE

WHEREAS, the Memorandum of Understanding (MOU) between the City of Rocklin (City) and the Rocklin Firefighter's Union Local 3847 (RFU) ended on June 30, 2022 (Resolution Nos. 2017-279, 2020-230); and

WHEREAS, representatives of the City and representatives of RFU have met and negotiated in good faith on the terms of a successor MOU; and

WHEREAS, members of RFU have held elections and voted to ratify the negotiated terms and conditions contained within the tentative agreement for the successor MOU; and

WHEREAS, the negotiated successor MOU has been presented to the City Council for final approval and adoption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin:

Section 1. The Memorandum of Understanding between the City of Rocklin and Rocklin Firefighter's Union Local 3847 for the period July 1, 2022 through June 30, 2025, attached hereto as Exhibit "A," is approved and adopted. The Mayor is authorized to sign the MOU on behalf of the City.

Section 2. Effective July 2, 2022, the updated Fire Salary Schedule attached hereto as Exhibit "B" is adopted.

Section 3. In accordance with the MOU, the updated Fire Salary Schedules attached hereto as Exhibit "C" are adopted.

- a. Effective the first full pay period of July 2023, increase base salary by 3.0 percent.
- b. Effective the first full pay period of July 2024, increase base salary by 2.0 percent.

Section 4. The following retroactive payments for employees in the fire employee bargaining unit, represented by the Rocklin Firefighters Union Local 3847, are hereby approved:

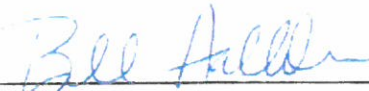
- a. Payment retroactive to July 2, 2022, increasing base salary by 4.0 percent.
- b. Payment retroactive to July 2, 2022, for eligible employees, increasing education incentives (Associate of Arts or 60 units, Bachelors, or Master's degree) by \$200 per month for each education incentive.

Section 5. In accordance with the MOU, effective July 29, 2022, the City will discontinue the additional life insurance payment of \$24 per month for employees in the fire employee bargaining unit, represented by the Rocklin Firefighters Union Local 3847.

Section 6. In accordance with the MOU, effective August 1, 2022, the City will provide basic life insurance coverage in the amount of \$50,000 for employees in the fire employee bargaining unit, represented by the Rocklin Firefighters Union Local 3847.


PASSED AND ADOPTED this 26th day of July 2022, by the following vote:

| | | |
|----------|-----------------|-------------------------|
| AYES: | Councilmembers: | Gayaldo, Halldin, Janda |
| NOES: | Councilmembers: | None |
| ABSENT: | Councilmembers: | Broadway |
| ABSTAIN: | Councilmembers: | None |



Bill Halldin, Mayor

ATTEST:



Hope Ithurnburn, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

City of Rocklin

And

Rocklin Firefighter's Union Local 3847

Memorandum of Understanding

CITY OF ROCKLIN AND ROCKLIN FIREFIGHTER'S UNION LOCAL 3847



Term of Agreement
July 1, 2022 — June 30, 2025

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MEMORANDUM OF UNDERSTANDING

CITY OF ROCKLIN AND ROCKLIN FIREFIGHTER'S UNION LOCAL 3847

ENTERED into this 26th day of July, 2022 by the CITY OF ROCKLIN, a municipal corporation of the State of California (hereinafter referred to as "City") and the ROCKLIN FIREFIGHTER'S UNION LOCAL 3847 (hereinafter referred to as "Union") as follows:

RECITALS

Parties hereto have met and conferred in good faith pursuant to the provisions of the Meyers-Milias-Brown Act of the State of California and the Employer-Employee Relations Policy of the City.

Parties hereto wish to memorialize their understanding concerning those wages, hours, and terms and conditions of employment which were the object and subject of such meet and confer sessions.

NOW, THEREFORE, the parties hereto do adopt this Memorandum of Understanding (hereinafter referred to as "MOU") as follows:

SECTION I-GENERAL

ARTICLE 1. DEFINITIONS

Base Rate – The employee's hourly rate, with no additional incentives.

CalPERS Member (Classic) – These are employees who are CalPERS members, and meet the definition of a Classic Member as determined by CalPERS.

CalPERS New Member (PEPRA) – These are employees who are CalPERS members hired on or after January 1, 2013, and meet the definition of a PEPRA Member as determined by CalPERS.

City – The City of Rocklin.

Day – A period of time between any midnight and the midnight following unless defined differently in a particular article or section.

Employee – Those employees covered by the City of Rocklin under this MOU.

Grievance (Pursuant to Article 42, Grievance Procedure) – A claimed violation, misapplication, or misinterpretation of a specified provision of this MOU which adversely affects the grievant or a perceived violation of the employees' rights under the Meyers-Milias-Brown Act.

Grievant (Pursuant to Article 42, Grievance Procedure) – An employee in the Union 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.

Meyers-Milias-Brown Act (M.M.B.A.) – 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 reads or as it may be amended to read.

MOU – This Memorandum of Understanding.

Overtime Hours – Hours worked in excess of the regular schedule. Overtime hours may include shift extension, extra shift assignment, and special assignment.

Overtime Rate – The employee's base rate plus any special forms of compensation.

Personnel Rules – The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.

Premium Pay – One half of the employee's overtime rate.

Reasonable Suspicion (Pursuant to Article 43, 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.

Skelly Officer – The appropriate City official.

Supervisor – The individual who is directly responsible for the day-by-day assignment, review of performance, and direction of the work of an employee.

Union – Rocklin Firefighter's Union Local 3847.

Union Business – Approved Union/City business that is directly related to the City's Employer/Employee Resolutions.

Working Day – A day the City Manager's office is open for business.

ARTICLE 2. 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.

The parties to the MOU recognize and acknowledge the Firefighter Bill of Rights (Government Code Sections 3250-3262), as it relates to firefighter personnel within the City of Rocklin.

This section is not grievable.

ARTICLE 3. RECOGNITION

The City recognizes the Union as the exclusive representative for full-time employees that are assigned to the classifications of Fire Battalion Chief, Fire Captain, Fire Engineer, Firefighter, and Firefighter/Paramedic.

ARTICLE 4. TERM

This MOU shall be effective July 1, 2022, and shall remain in full force and effect through June 30, 2025. This MOU may be extended beyond June 30, 2025 by mutual agreement of the parties.

ARTICLE 5. PRIOR AGREEMENTS SUPERSEDED

This Agreement is intended as a MOU setting forth in full the entire agreement between the City and the Union regarding the matters covered hereby. All prior MOUs or agreements concerning the subjects of this MOU shall be null and void. All rights, privileges, and benefits not expressly changed by this MOU remain unchanged.

ARTICLE 6. PERSONNEL RULES

The Personnel Rules of the City are no longer incorporated within this MOU. The City agrees to meet and confer with the Union over any proposed change to the wages, hours, and working conditions of employees in the bargaining unit prior to presenting it to the City Council for consideration, approval, and adoption.

ARTICLE 7. CITY RIGHTS & 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 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 or 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 section 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 8. COMPLETION OF BARGAINING

I. Waiver

The parties mutually agree that during the term of the 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.

II. Prohibition of Concerted Actions

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. Rocklin Firefighter's Union Local 3847 (RFF) agrees that under no circumstances during the term of this MOU will the RFF 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 9. SOCIAL SECURITY REOPENER

Should the Federal government or a court of competent jurisdiction determine that Social Security is applicable to employees of public agencies, the City and the Union agree to meet and confer promptly to determine ways to mitigate the cost impact of the mandate on the City and the employee.

ARTICLE 10. SEVERABILITY

If any provision of this MOU or the application of such provision to any persons or circumstances shall be held invalid, the remainder of this MOU or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

SECTION II-COMPENSATION

ARTICLE 11. SALARIES

I. Survey Agencies

The parties agree that the following agencies will be used for salary surveys:

| | |
|---------------------------------------|-------------------------------------|
| Sacramento Metropolitan Fire District | City of Roseville |
| City of Chico | So. Placer Fire Protection District |
| City of Davis | City of West Sacramento |
| City of Folsom | City of Woodland |
| City of Yuba City | |

II. Salaries

A. During the term of this Agreement, salaries for all classifications will be adjusted as follows:

| Effective | Adjustment |
|------------------------------------|------------------------------|
| 7/2/22 | 4.0 % base salary adjustment |
| First full pay period of July 2023 | 3.0% base salary adjustment |
| First full pay period of July 2024 | 2.0% base salary adjustment |

III. Salary Schedules

The salary schedules for each job classification in the Rocklin Firefighter's Union Local 3847 bargaining unit are set forth in the Base Salary Step Schedule of this Agreement. It is understood that implementation of any salary increase may vary slightly due to the impact of rounding.

Effective the first full pay period in July 2022, the Salary Schedule shall consist of ten (10) steps (1 through 10). Each step shall be approximately 3.5% higher than the previous step.

IV. Salary Upon Promotion

Upon promotion, an employee shall be placed at a step in the new salary range that provides a minimum salary increase of 5% of their base compensation unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Promotions shall become effective at the beginning of a pay period.

ARTICLE 12. OUT OF CLASS PAY

- I. When it is required to meet operational needs that an employee perform a majority of the essential duties of a position in a higher classification, payment for such out-of-classification work shall be five percent (5%) above the base rate of the employee.
- II. Eligibility to receive out of class compensation for working in a higher classification shall be subject to the following conditions:
 - A. The assignment to work out of class must be made by the Fire Chief or his/her designee.
 - B. Employees receiving out of class compensation must be qualified to perform in the higher classification shall meet the minimum qualifications of the classification up to December 31, 2022. Effective January 1, 2023, employees receiving out of class compensation must be qualified to perform in the higher classification and must have a completed Department task book for the higher classification signed by the Fire Chief or the Fire Chief's designee.
 - C. Employees who are selected to work in an out of class position have been thoroughly tested and certified by the City and are qualified to serve in that position. Said employees will be eligible to receive out of class compensation upon being assigned to perform in such position. All hours assigned and worked in the higher classification shall be paid as in Section I above.

ARTICLE 13. CERTIFIED PAY

Regular full-time employees hired prior to February 1, 2014 who hold a current EMT 1 certificate shall receive additional compensation in the amount of one-hundred dollars (\$100.00) per month (forty-six dollars and fifteen cents [\$46.15] per pay period). This additional compensation shall only be paid while such employee's certification is current and in effect, and is contingent upon verification of the certification.

Entry level Firefighters hired on or after February 1, 2014 shall not be eligible for EMT 1 certificate pay.

In addition to being paid the same monthly salary as a Firefighter in accordance with the salary schedule in effect between the City and the Union, regular Firefighter/Paramedics who are required to hold a current paramedic certificate shall receive additional compensation in the amount of five-hundred (\$500) per month (two-hundred thirty dollars and seventy-seven cents [\$230.77] per pay period). Regular Fire Battalion Chiefs, Fire Captains, Fire Engineers, and Firefighters who are authorized to hold a paramedic certification shall receive additional compensation in the amount of five-hundred (\$500) per month (two-hundred and thirty dollars and seventy-seven cents [\$230.77] per pay period). This additional compensation shall only be paid while such employee's certification is current and in effect, and is contingent upon verification of the certification. Employees who are receiving paramedic pay are not eligible for EMT pay.

The employee shall pay the costs of paramedic recertification from the State of California. The City shall pay for additional associated costs of maintaining the paramedic certification.

ARTICLE 14. EDUCATION INCENTIVE PAY

- A. Each employee shall be eligible for education incentive pay. The employee 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.
- B. For Company Officer and Chief Officer certificates, proof that all of the required coursework has been completed for the respective certificate will be considered acceptable proof of accomplishment.
- C. 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.
- D. 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.
- E. Each employee is eligible for education incentive pay as listed below:

| | |
|--------------------------------|--------------|
| Associate's Degree or 60 Units | \$275.00/Mo. |
| Bachelor's Degree | \$325.00/Mo. |
| Master's Degree | \$350.00/Mo. |
| Company Officer Certificate | \$ 75.00/Mo. |
| Chief Officer Certificate | \$125.00/Mo. |

The incentive pay for degrees and units listed above is non-cumulative, and is paid at the highest rate for which an employee is eligible. Employees who are eligible for incentive pay for degrees and units listed above and who possess a Company Officer or Chief Officer certificate, will be eligible to receive both the degree or unit incentive and the certificate incentive.

ARTICLE 15. OVERTIME COMPENSATION

The City has adopted the twenty-four (24) day work period for Fire safety employees subject to the FLSA. This was adopted pursuant to Section 207(k) of the Code.

- I. Premium Pay:
 - A. Under the twenty-four (24)-hour shift schedule outlined in Article 36 of this MOU, the hours scheduled to be worked in each work period will be one hundred ninety-two

(192) hours. Overtime premium pay at one-half the overtime rate will be paid for all hours in paid status in excess of one hundred eighty-two (182) hours in the work period. All time with the exception of overtime, will be used to reach the one hundred eighty-two (182) hour ceiling. The premium pay shall be calculated and paid in the pay period in which the 24-day work period ends. Credit for hours worked during a voluntary shift trade will be given to the employee originally assigned to the shift.

- B. When an employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate, and will not receive premium pay.

II. Overtime Pay:

- A. Overtime hours shall be defined as hours worked in excess of the regular schedule. Overtime hours may include:
 - 1. Shift Extension (before or after shift)
 - 2. Extra shift assignment
 - 3. Special assignment

Overtime hours will not be paid for voluntary shift trades.

- B. Overtime hours shall be paid at the rate of one and one-half (1.5) times the overtime rate. Overtime shall be paid for all time worked while assigned to work in accordance with II. A. 1., 2., or 3., above. Overtime hours shall be paid with the pay period in which it was earned.
- C. For non-exempt classifications assigned to eight (8) hour shifts, all hours worked in excess of forty (40) hours per week in paid status shall be considered overtime and shall be paid at an overtime rate.
- D. When an employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate, and will not receive overtime pay.

III. Strike Team Pay

All Personnel will be compensated (portal to portal) beginning at the time of dispatch to their return to jurisdiction when equipment and personnel are in service and available for agency response. This agreement will apply to all personnel dispatched to the incident regardless of their assignment. Examples include, but not limited to, assignments such as a fire line medic, as overhead assignment or directly on the fire line. While on a strike team deployment, personnel will be compensated at their regular rate during their normally assigned shifts and at the overtime rate on days which they are not normally assigned.

ARTICLE 16. 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 one and one-half (1.5) times their overtime rate. Should the call back continue beyond three (3) hours, additional time shall be credited in one-half (1/2) hour increments.

Employees who receive a mandatory call back to duty after there has been at least a fifteen (15) minute elapsed period since the end of their prior shift shall be entitled to be compensated for a minimum period of three (3) hours at one and one-half (1.5) times their overtime rate. An employee will be paid for all time worked in excess of the three (3) hour minimum at one and one-half (1.5) times his/her overtime rate.

Employees who respond to a non-mandatory call back to duty will be paid for all time worked as a result of the call back at one and one-half (1.5) times their overtime rate.

Employees who unilaterally choose to return to duty as responders shall not be entitled to the three (3) hour minimum call back provision. They will, however, be compensated at the overtime rate for all time worked as a responder.

Voluntary shift-trades arranged between employees are not subject to call-back pay nor to overtime compensation.

Employees shall be selected for call-back assignments at the discretion of the Fire Chief or his/her designee.

Mandatory Call Back:

For purposes of this section, call back is mandatory under the following circumstances:

- A. In case of emergency or potential emergency, as determined by the City Manager, Fire Chief or designee.
- B. To maintain staffing in accordance with the City's adopted level of service.

All other call backs are considered non-mandatory.

ARTICLE 17. COURT/ DEPOSITION TIME

When a court/deposition appearance is required on a job-related matter, the employee will be compensated as follows:

- A. If the court/deposition appearance is on a regularly scheduled shift, the employee will be compensated as if on regular job assignment;
- B. If the court/deposition appearance is on a non-scheduled shift day, the employee will be compensated at the rate of one and one-half (1.5) his/her overtime rate of pay with a minimum compensated time of four (4) hours.
- C. If a court/deposition appearance scheduled on a non-shift day is canceled with less than sixteen (16) hours' notice, the employee will be compensated for two (2) hours at an overtime rate (one and one-half [1.5] times the defined overtime rate).
- D. If a court/deposition appearance is on a day when the employee is out on industrial leave and receiving salary continuation as required by Labor Code 4850, the employee will be compensated at his or her regular 4850 rate.

SECTION III-BENEFITS AND REIMBURSEMENTS

ARTICLE 18. HEALTH AND OTHER BENEFITS

I. Availability and Eligibility:

The City agrees to offer 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 offered only on the medical, dental, and vision plans. The City shall continue to offer retirees to receive medical benefits pursuant to Public Employee Retirement System (PERS) Health Benefits Division regulations. Eligibility for premium contribution for retiree health benefits shall be governed by Article 22.

II. Selection of Carriers:

The employee shall choose a medical insurance plan from those plans offered by the City and made available in this geographic area through the Health Benefits Division of 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.

III. Premiums:

A. Vision

The City shall pay up to the entire premium cost for family level coverage.

B. Life and Accidental Death and Dismemberment

The City shall provide basic life and accidental death and dismemberment insurance in the amount of \$50,000

C. Medical Plan

The City will make a direct monthly contribution towards the premium cost or the medical insurance plan and coverage level selected by each participating employee up to a maximum of \$1,200 per month. Employees shall be responsible for the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution. Such additional costs shall be paid pre-tax through salary reduction elections. To the extent a participant does not utilize the \$1,200 toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.

D. Dental Premiums

The City shall pay for an eligible employee's dental premiums up to the PPO Basic Dental Plan at the family level coverage.

Employees who select the Dental Plan-PPO enhanced option (\$1,500 calendar year maximum) shall pay the difference in any monthly premium cost for dental coverage that exceeds the City's direct contribution. Such payments may be made pre-tax through payroll deductions over twenty-four (24) benefit pay periods.

E. Cafeteria Plan Flex Dollars

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue code and related regulations, for the purposes of offering employees access to various health and welfare benefits. Commencing January 1, 2022, the City shall contribute one hundred and fifty dollars (\$150) per month ("Flex Dollar") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in cafeteria plan may allocate their Flex Dollars to any of the qualified benefits, including medical or dental premiums, offered by the City under the Section 125 plan. Flex Dollars may not be cash out.

At the request of the Union, the City agrees to provide an annual report indicating the employees' aggregate salary reduction elections for health care premiums for the prior year.

IV. Payroll Deduction:

Employees who elect benefits that require payment of premiums or contributions beyond the City's contributions authorize that the additional amount shall be paid through a biweekly payroll deduction.

ARTICLE 19. STATE DISABILITY INSURANCE

The City agrees to pay the employee's liability for State Disability Insurance through the term of the MOU.

ARTICLE 20. FLEXIBLE SPENDING PLAN

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

ARTICLE 21. RETIREMENT BENEFITS

A. Classic Employees

These are employees who are CalPERS members, and meet the definition of a Classic Member as determined by CalPERS.

B. Classic Employees Retirement Plan

The City agrees to maintain membership and continue to contract with the State of California Public Employees Retirement System (CalPERS) for the 3% @ 50 plan for safety employees with the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

- Section 20965, Credit for Unused Sick Leave
- Section 21574, 1959 Survivor's Benefit, Fourth Option
- Section 20042, One Year Final Compensation

C. Classic Employees Retirement Contribution

Effective July 7, 2018, the employee shall contribute three percent (3.0%) of his/her CalPERS reportable compensation towards the employer's retirement contribution for a total of twelve percent (12.0%) of the employee's CalPERS reportable compensation.

D. PEPRAs Employees Retirement Plan (Hired on or after 1/1/13)

These are employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and do not meet the definition of a Classic member as determined by CalPERS.

E. PEPRAs Employees Retirement Plan

For PEPRAs safety employees the City agrees to maintain membership and continue to contract with the State of California Public Employees Retirement System (CalPERS) for the 2.7% @ 57 plan for safety employees as required by law, with the following options:

- 1959 Survivors' Benefit, Fourth Option, Section 21574
- Credit for Unused Sick Leave, Section 20965
- Average of Three Highest Years of Service Compensation, Section 20037 as required by law

F. PEPRAs Employees Retirement Member Contribution

PEPRAs employees will make employee contributions as required by State law, and in addition will contribute the following amount.

Effective July 7, 2018, all PEPRAs employees shall make employee contributions as required by State law, and in addition will contribute three percent (3.0%) of his/her CalPERS reportable compensation towards the employer's retirement contribution.

ARTICLE 22. RETIREE HEALTH BENEFITS

All City of Rocklin employees that meet the eligibility requirements for CalPERS retirement and retire within 120 days of separation from the City of Rocklin are eligible for post-retirement health benefits.

Effective July 1, 2018, the City will contribute a maximum of \$1,200 per month towards the cost of health insurance (Article 18, Section III). Eligible retirees shall receive 100% of the City's contribution towards their post-retirement health benefits.

The RFF and the City agree to rescind the Vesting Schedule for Retiree Health Benefits, adopted by the City by Resolution No. 2003-91 under the authority of California Government Code 22983. In exchange for rescinding the vesting schedule, the City and the RFF mutually agree that the retiree health benefits described in this Article are intended to be permanent for current retirees as of December 31, 2017, and employees who retire during the term of this MOU (January 1, 2018 – December 31, 2020). Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire during the term of this MOU shall exist and continue beyond the term of this MOU, and are not dependent on the existence of any subsequent or future MOU. The RFF and the City, however, may agree to increase the amount of the retiree health benefit in the future. For any existing retiree who as of July 1, 2018, is receiving more than \$1,200 per month in post- retirement health benefits, the City will reimburse them no greater than the difference between the vesting schedule amount they are receiving as of July 1, 2018, and the City's health insurance contribution cap which will be \$1,200 per month on July1, 2018."

ARTICLE 23. DEFERRED COMPENSATION

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

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

ARTICLE 24. UNIFORM ALLOWANCE

- I. Each employee shall receive an annual uniform allowance of \$950. The annual uniform allowance will be paid in equal payments each pay period.
- II. The annual allowance is for the provision, replacement, and maintenance of the uniform as prescribed by the Fire Department.
- III. When a new employee is hired, he/she shall receive fifty percent (50%) of the annual allowance as of the date of hire. Subsequent payments will be adjusted so as not to exceed the maximum allowance in the contract year.

ARTICLE 25. TUITION REIMBURSEMENT

I. Eligibility:

All employees shall be eligible for tuition and related expense reimbursement for completing approved coursework through a regionally accredited college, school, or university. To be eligible for reimbursement, the employee must submit to the Fire Chief and to the Human Resources Division, and receive approval of an education plan and goal prior to undertaking the coursework. The plan must contain a statement as to its relevancy to the employee's work assignment and the benefit to the City. Courses, books, and supplies paid for via state, federal, or private grant are excluded from reimbursement.

II. Criteria for Reimbursement:

- A. Upon completion of the coursework, the employee must submit the following items to receive reimbursement:

1. A copy of the grade report evidencing completion of the coursework with a grade of C or better. For non-graded courses, seminars or certificate programs, documentation from the institution evidencing satisfactory completion of the course or program will be sufficient.
2. Itemized receipts showing items claimed for reimbursement.
3. Completion of tuition reimbursement form.

III. Approved Institutions / Coursework:

- A. For reimbursement, classes must be sponsored by an accredited institution, such as the Office of the State Fire Marshal, California State Training Institute, National Fire Academy, universities and colleges, or other institutions approved by the Fire Chief.
- B. Courses must be related to the fire service, public safety, or public administration, and/or required for the completion of either an Associate's degree, a Bachelor's degree, a Master's degree, State Fire Marshal certification or a related certificate or degree.
- C. For reimbursement of seminars, conferences, workshops, or other unaccredited learning opportunities and programs, eligibility must be approved in writing by the Fire Chief or designee.

IV. Items Qualifying/Not Qualifying for Reimbursement:

- A. Items qualifying for reimbursement include:
 1. Tuition
 2. Required textbooks
 3. Required supplies
 4. Parking Permits
 5. Other related expenses for required materials
- B. Items NOT qualifying for reimbursement include:
 1. Medical Service Fees
 2. Mileage or transportation expenses
 3. Lodging
 4. Meals
 5. Items not required by the instructor.
- C. To be eligible for tuition reimbursement, it is understood that enrollment in the coursework is voluntary, and attendance at the classes shall be during off duty time.

V. Maximum Annual Reimbursement:

- A. The maximum amount eligible for reimbursement for coursework taken at a college or university will be actual costs up to the \$750 a fiscal year. The City will observe the IRS regulations concerning taxability of tuition reimbursement in effect at the time of the request for reimbursement. Tuition education plans must be preapproved by the Fire Chief no later than January, for the upcoming year.

SECTION IV-LEAVES

ARTICLE 26. VACATION

I. Policy:

A. Vacations shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief. The Chief may set forth a schedule for each employee so as to ensure the City the level of staffing required to carry out its work program.

II. Accrual and Use:

A. Vacation accrual is based on the regularly assigned work hours, exclusive of overtime. Employees will accrue vacation as follows:

Fifty-Six (56) Hour Employees

| <u>Years of Service</u> | <u>Hours/year</u> | <u>Hours/pay period</u> | <u>Maximum Accrual</u> |
|-------------------------|-------------------|-------------------------|------------------------|
| 0-1 | 178 | 6.8462 | 200 hours |
| 1-2 | 213 | 8.1923 | 240 hours |
| 2-3 | 224 | 8.6154 | 260 hours |
| 3-4 | 235 | 9.0385 | 280 hours |
| 5 | 258 | 9.9231 | 300 hours |
| 10 | 291 | 11.1923 | 340 hours |
| 15 | 315 | 12.1154 | 340 hours |

Forty (40) Hour Employees

| <u>Years of Service</u> | <u>Hours/year</u> | <u>Hours/pay period</u> | <u>Maximum Accrual</u> |
|-------------------------|-------------------|-------------------------|------------------------|
| 0-1 | 98 | 3.7692 | 200 hours |
| 1-2 | 122 | 4.6923 | 200 hours |
| 2-3 | 130 | 5.00 | 200 hours |
| 3-4 | 138 | 5.3077 | 200 hours |
| 5 | 154 | 5.9231 | 200 hours |
| 10 | 178 | 6.8462 | 200 hours |
| 15 | 186 | 7.1538 | 200 hours |

B. Vacation leave must be scheduled and approved in advance in accordance with the time lines established by the Fire Chief. After completing the first year of

employment, each employee who is regularly scheduled to work more than forty (40) hours a week must take a vacation period of no less than one consecutive regularly scheduled "tour of duty" during a calendar year. Employees assigned to forty (40) hour weeks must take a vacation period of no less than five (5) consecutive regularly scheduled work days during a calendar year.

III. Cash Out:

- A. Hours accrued beyond the maximum accrual allowed that are not used by the last pay period in November will be cashed out at the employee's base rate and paid to the employee in the following pay period.
- B. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual in lieu of making a cash payment. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements.

ARTICLE 27. HOLIDAYS

I. Policy:

Due to the nature of work performed by Fire personnel, it is not possible to observe traditional holidays as they occur. Therefore, those employees will be credited with ninety-six (96) holiday hours at the beginning of each calendar year. Holiday time off shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief or his/her designee. Hours not used by the last pay period in November each year shall be cashed out at the employee's base rate and paid to the employee in the following pay period.

II. Accrual and Payoff:

- A. Individuals who are not employed for the full calendar year shall accrue holiday hours at the rate of eight (8) hours per month. If the date of hire falls between the 1st and 15th day of the month, they will be credited with the full eight (8) hours for that month and each succeeding month during the calendar year. If the date of hire falls between the 16th and the last day of the month, they will be credited with four (4) hours for that month and eight (8) hours for each succeeding month during the calendar year.
- B. Individuals who leave employment with the City prior to the end of the calendar year shall be paid holiday hours at the rate of eight (8) hours for each full month of employment. Partial months of employment will be credited as follows: If the date of termination falls between the 16th and the last day of the month, they will be credited with the full eight (8) hours for that month. If the date of termination falls between the 1st and the 15th day of the month, they will be credited with four (4) hours for that month. If an employee has taken more holiday hours in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holiday hours taken in advance from the employee's final pay check.
- C. The City currently recognizes the holidays listed below. In the event the City agrees

to recognize additional holidays during the term of this Agreement and grants these to the AFSCME members, the City agrees to add the corresponding number of holiday hours to the 96 hours currently being received. This Article supersedes that section of the City Personnel Rules entitled "Holidays."

| | |
|----------------------------|---------------------|
| New Year's Day | January 1 |
| Martin Luther King Jr. Day | Designated Monday |
| President's Day | Designated Monday |
| Memorial Day | Designated Monday |
| Independence Day | July 4 |
| Labor Day | Designated Monday |
| Veteran's Day | November 11 |
| Thanksgiving Day | Designated Thursday |
| Thanksgiving Friday | Designated Friday |
| Christmas Day | December 25 |
| Floating Holidays | Two |

ARTICLE 28. SICK LEAVE

I. Accrual:

A. Employees assigned to fifty-six (56) hour per week shifts shall accrue up to one hundred forty-four (144) hours of sick leave per year, at a rate of .049446 multiplied by the first one hundred twelve (112) hours in paid status in a pay period, with the exception of overtime. Employees assigned to forty (40) hour per week shifts shall accrue up to ninety-six (96) hours of sick leave per year at a rate of .046153 multiplied by the first eighty (80) hours in paid status in a pay period, with the exception of overtime. Sick leave may be accrued without limit and will be converted to service credit at retirement.

II. Use of Sick Leave:

- A. Sick leave may be used in the event of one of the following circumstances:
1. Actual illness or injury of the employee;
 2. The employee's exposure to a contagious disease;
 3. Medical or dental appointments of employee and employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's presence is required;
 4. Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status, a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the

employee was a minor child, a spouse, registered domestic partner, grandparent, grandchild, or sibling.

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

- B. Fifty-six (56) hour employees who are absent from two consecutive shifts, or forty (40) hour employees who are absent three consecutive work days, because of illness or injury may be required to submit a physician's certificate verifying the condition and certifying the employee's ability to perform the full range of his/her duties upon return to duty.

III. Coordination of Sick Leave and Disability Benefits:

- A. Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related injury or illness shall be integrated as follows:
 1. An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:
 - a. If he/she has accumulated sick leave, be treated as on sick leave; and
 - b. Receive his/her salary, which shall be a combination of compensation from the City and SDI.
 - c. While the employee is integrating SDI, the amount of the SDI payment(s) received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave, then through other leave balances. Employee's must notify the Human Resources Division of their intent to integrate and must provide proof of payment from EDD to the Human Resources Division as soon as possible after their payment is received.
 - d. When all available leave hours, beginning with sick leave are exhausted he/she shall only receive SDI to the extent permitted by law.

ARTICLE 29. BEREAVEMENT LEAVE

Eligible bereavement leave hours

40-hour workweek

Each employee who works an eight (8) hour shift will be eligible for up to twenty-four (24) hours of bereavement leave following the death of a relative. If an employee requests additional time off for bereavement, all additional time must be charged to accrued vacation.

56-hour workweek

Each employee who works a twenty-four (24) hour shift will be eligible for up to two (2) twenty-four (24) hour shifts of bereavement leave that can be used consecutively or

separately. The leave must be used within thirty (30) days from the date first used. If an employee requests additional time off for bereavement, all additional time must be charged to accrued vacation.

A. Relatives Covered

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

B. The following step/foster relationships are also covered:

| | |
|-------------|-------------|
| Father | Mother |
| Son | Daughter |
| Brother | Sister |
| Grandfather | Grandmother |

C. Bereavement leave is also available following the death of any non-related child or close relatives who resided with the employee at the time of death.

I. Notification to the City:

The employee shall notify his/her supervisor as soon as possible of the occurrence requiring bereavement leave, and if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave must, not to exceed the maximum amount of time allowed per Section I. above.

II. Limitation:

The forty-eight (48) hour or twenty-four (24) hour limit will apply to all deaths that occur simultaneously.

ARTICLE 30. FAMILY CARE AND MEDICAL LEAVE

I. An employee shall be eligible to take leave for up to 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).

II. An employee who is in unpaid status during a Family Care & Medical Leave will suffer no break in service for purposes of determining seniority under Article 38, Layoff. Employees on extended 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.

- III. The City reserves the right to transfer an employee who is taking intermittent Family Care & 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 his/her original position on completion of his/her treatment, subject only to the employee being capable of performing all of the essential functions of the job.

- IV. The City may require the employee to utilize all accrued sick leave, vacation, and holiday hours to cover the period which otherwise would be unpaid. If the employee chooses, they may reserve 40 hours of accrued vacation leave for use upon their return from an extended period of Family Care & Medical Leave.
 - A. "Extended Period" is defined as an absence of two (2) weeks or more.
 - B. If all other leave is exhausted at the expiration of the Family Care & Medical Leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from Family Medical Leave.
 - C. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.
 - D. Accrued leave will be coordinated with Disability Benefits in accordance with Article 28, Section III.

- V. An employee will notify his/her supervisor and the Human Resources Division that he/she is requesting to take family care and medical leave and will provide the date his/her leave will begin and the anticipated date of his/her return to work. Prior to the beginning of the leave, the employee and the supervisor will establish a schedule in which the employee will keep the supervisor informed of any changes in his/her status and/or date of return to work.

ARTICLE 31. 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. If the employee is on industrial disability leave and receiving salary continuation under Labor Code 4850 at the time of jury service, the employee will be compensated at his or her normal 4850 rate.

ARTICLE 32. 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 straight time rate in any calendar year.

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 Section.

SECTION V-TERMS & CONDITIONS OF EMPLOYMENT

ARTICLE 33. PROBATIONARY PERIOD

I. New Hires:

No appointment of employment in the City shall be deemed final and permanent until after the expiration of a twelve (12) month probationary period. The City may dismiss the employee at any time for any reason and without notice during the probationary period. Probationary employees dismissed during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

II. Promotion:

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. The City may reject an employee from the promoted position at any time during this probationary period with or without cause and with no appeal.

III. Extension of Probationary Period:

Any employee's probationary period may be extended by the Fire Chief for up to six (6) months in his/her sole discretion. An employee whose probationary period is extended shall have their salary anniversary date adjusted to the date following the end of the extension.

IV. Sick Leave and Vacation Use:

Probationary employees will be eligible to use accrued sick leave and accrued vacation leave as soon as it's earned.

V. Merit Increases:

A probationary employee may, at the discretion of the Fire Chief, receive a salary step increase effective the beginning of the pay period which includes the employee's salary anniversary date if they meet the following criteria:

- Received a satisfactory evaluation; and
- Completed an extended probationary period.

The employee's salary anniversary date will be adjusted to the date the merit increase is granted.

ARTICLE 34. EMPLOYEE PERFORMANCE EVALUATIONS/ STEP INCREASES

- I. The City shall conduct employee performance evaluations in accordance with established procedures.

II. Probationary Evaluations:

An employee shall receive no less than three (3) performance evaluations during the initial twelve (12) months of employment. An employee who is promoted into a new classification will receive no less than three (3) performance evaluations during his/her twelve (12) month probationary period. Such evaluations will be conducted at reasonable intervals.

III. Employee Rights:

- A. Any employee has the right to file a written statement to be attached to his/her performance evaluation placed in the personnel file. Such statements must be filed with the evaluator within five (5) working days of receiving the evaluation.
- B. An employee who disagrees with a less than satisfactory overall performance rating may, within ten (10) working days of receiving the evaluation:
 - 1. File a rebuttal statement with the evaluator for attachment to the performance evaluation.

IV. Step Increases

An employee shall be eligible for a salary step increase upon their salary anniversary date, having demonstrated satisfactory job performance in their current classification. A step increase shall be delayed indefinitely if the employee is not performing up to standards. When a salary step increase is ultimately awarded, it will not be retroactive and the employee's salary anniversary date will be reset to the date the salary step increase is effective.

- A. An employee on any leave (paid or unpaid) for more than ninety (90) consecutive days shall have their salary step increase delayed and salary anniversary date adjusted by the amount of time away from work unless prohibited by law.
- B. An employee shall not have a salary step increase delayed due to a performance evaluation not being completed prior to the salary anniversary date unless the delay is caused by the employee's absence. If a salary step increase is delayed due to a performance evaluation not being completed prior to the salary anniversary date, the salary step increase will be retroactive, and the salary anniversary date will remain the same.

ARTICLE 35. SAFETY EQUIPMENT

As designated by the Fire Chief, the City will provide all required personal protective equipment (PPE) consistent with the Department of Industrial Relations, Title 8, Section 3380(d), and Subchapter, Group 2, Article 10.1, sections 3401-3411.

ARTICLE 36. HOURS OF WORK

I. For employees assigned to twenty-four (24) hour shifts:

- A. Those classifications assigned to twenty-four (24) hour shifts will be scheduled as follows unless a different schedule is agreed to as a result of the meet and confer

process between the Union and the City. This shift schedule is known as the 48/96 shift work schedule:

24 hours on duty
24 hours on duty
96 hours off duty

B. The twenty-four (24) hour shift will begin at 7 AM and will continue until 7 AM the following morning.

II. For employees in all other classifications:

A. Employees in classifications assigned to eight (8) hour shifts will generally work eight (8) hours per day, five (5) days per week, from Monday through Friday. This schedule may be modified by mutual consent between an employee and the Fire Chief.

B. For employees in all classifications, duties and task assignments during the shift and for the days of the week shall be at the discretion of the Fire Chief or his/her designee.

ARTICLE 37. OFF-DUTY/ OUTSIDE EMPLOYMENT

I. No employee shall accept any employment during off-duty hours either within or outside the City unless a) the prospective employer provides proof of general liability and workers compensation coverage, and b) the employment will not create a conflict of interest nor be incompatible with the employment with the City.

II. 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 provide notification as specified in III below so that a determination can be made whether or not the self-employment will create a conflict of interest or be incompatible with the employment with the City.

III. Any employee considering outside employment shall submit a notice and the required documentation to the Fire Chief or his/her designee, who will determine whether the off-duty employment constitutes a conflict of interest or is incompatible with employment with the City. If the Chief or his/her designee finds no conflict or incompatibility in the employee's request, the Chief or his/her designee may approve the request. The Fire Chief or his/her designee shall render a decision within ten (10) calendar days.

IV. Employees considering outside employment that would be subject to employment provisions of Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide for Section 4850 benefits from the prospective outside employer prior to such outside employment.

ARTICLE 38. LAYOFF

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.

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 rank. Layoff shall be by inverse seniority.

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

Layoffs shall occur in the following order:

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

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 Local at the same time as they are sent to the affected employees.

An employee subject to layoff may bump into a lower rank in which he/she has held permanent status and is otherwise qualified, provided that he/she has greater seniority in the lower rank than the least senior person in the lower rank. For the purposes of determining seniority for bumping, service in a higher rank will be counted toward service in the lower rank when the employee was directly promoted from the lower rank to the higher rank. In order to bump into a lower rank, the employee must request displacement into the lower rank within five (5) work days of the notice of layoff.

Employees who exercise their option to displace into a lower rank 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 rank from which the employee was laid off. Employees who displace into a lower rank shall serve a probationary period in the new rank unless they have previously successfully completed a probationary period in that rank.

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 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 rank where layoffs have taken place will be made until the re-employment list is exhausted.

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 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.

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 39. RESIDENCY REQUIREMENT

Represented employees are encouraged to maintain a residence within a sixty (60) mile radius from City Hall.

ARTICLE 40. DEPARTMENT RULES

The Chief may establish Department rules, policies, procedures, Administrative Guidelines, and/or Standard Operating Guidelines to ensure efficient and effective Department operations. Employees are expected to comply with these rules, policies, and procedures.

The subject matter of the Department rules, policies, or procedures, rather than the administration of such rules, policies, and procedures, is specifically excluded from the grievance procedure.

ARTICLE 41. DISCIPLINARY ACTION

I. Disciplinary Process:

- A. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees. Performance evaluations and non-punitive constructive disciplinary actions which are designed to assist an employee to improve his/her performance are excluded from the procedural rights specified in this Section.
- B. Grounds for Disciplinary Action- Discipline may be initiated for various reasons, including, but not limited to violations of City and/or Department work rules, insubordination or poor job performance. The severity of the disciplinary action depends on the nature of the offense and an employee's record, and may range from verbal counseling to immediate dismissal. Grounds for disciplinary action are listed in Section 4-02 (2) in the City of Rocklin Personnel Rules.
- C. The normal progressive discipline procedure steps consist of:
 1. Counseling (non-punitive)
 - a. 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.
 - b. Documented Counseling: To communicate to the employee in writing that a repeat action may result in progressive discipline. A copy of this counseling is given to the employee and one copy is filed in the supervisor's and Administrative Office's working file for one year. The documented counseling

will be removed from the supervisor's and Administrative Office's file and destroyed upon request from the employee after one year if approved by the Fire Chief. This action is not appealable.

2. Formal Disciplinary Actions (punitive)

- a. Written Reprimand: A written communication to the employee that an offense has been committed. This action may be appealed to the Fire Chief or his or her designee if so requested by the employee. The Chief or designee may uphold or modify the reprimand. A copy of this reprimand will be provided to the employee and the original will be filed in the employee's personnel file.
- b. Suspension Without Pay, Demotion, or Reduction in Pay: These disciplinary actions are subject to the Skelly procedures in "Section II and the post-disciplinary procedures in "Section III" below.
- c. Disciplinary Termination: The final step in the progressive disciplinary process. Only the City Manager or his/her designee may dismiss any employee covered by this MOU.
- d. 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.
- e. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.

II. Pre-Disciplinary Procedures for Unpaid Suspensions, Reductions-in-Pay, Demotions and Disciplinary Terminations (Skelly Process)

- A. Prior to imposing a suspension without pay, reduction in pay, demotion, or disciplinary termination, the City shall first provide the employee with a written notice citing the reasons for the proposed action. The notice shall either be served personally to the employee or sent by Certified Mail, Return Receipt Requested, and shall notify the employee of his/her right to request a pre-disciplinary response meeting to determine if there is cause for the proposed disciplinary action. The notice shall specify whom the employee should contact to request the Skelly meeting. A request for a meeting must be made by the employee or his/her representative within ten (10) working days of receiving the notice of proposed discipline.
- B. Upon receipt of the employee's request for a pre-disciplinary response meeting, the Skelly Officer shall notify the employee of the time, date, and location for the meeting. The Skelly Officer shall schedule the meeting with the employee and his/her representative, if any, within ten (10) working days of the receipt of the request for the meeting. Pre-disciplinary response meetings are to be conducted by the appropriate City official informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The Skelly Officer shall conduct the meeting and make a recommendation to uphold, modify, or overturn the proposed action within ten (10) working days of the meeting.

- C. The appropriate City official is one who was not involved in the underlying cause of discipline in such a manner as to impair their impartiality. In such cases, the City Manager or his/her designee shall designate another City official to conduct the meeting.

III. Appeal Process for Unpaid Suspensions, Reduction-in-Pay, Demotions, or Disciplinary Termination:

- A. An employee subject to an unpaid suspension, reduction-in-pay, demotion, or dismissal after the pre-disciplinary meeting may appeal such action by filing a Notice of Request for Advisory Appeal with Human Resources. The appeal shall contain a full discussion of the reasons which the employee is asserting as justification of the appeal. The request must be received by Human Resources within ten (10) days after the employee received the written statement of disciplinary action.
- B. Within thirty (30) days of filing the Notice of Request for Advisory Appeal, 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 scheduled. In the alternative the parties may request that SMCS appoint a State Administrative Law Judge (ALJ) to hear the appeal.
- C. The arbitrator or ALJ shall conduct an evidentiary hearing in accordance with the American Arbitration Association Voluntary Arbitration Rules (arbitration) or the California Administrative Procedures Act (APA). The decision of the arbitrator or ALJ 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. The cost of the ALJ shall be paid by the City. 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 section, the parties shall be considered as the City of Rocklin and the Union, or if a grievant is representing himself or herself, the City of Rocklin and the grievant.
- D. The arbitrator or ALJ 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 written advisory decision shall be sealed and filed with the City Manager and appealing party. 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 written advisory decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the written advisory decision. The City Manager's decision is appealable to the Placer County Superior Court pursuant to California Code of Civil Procedure Section 1094.5.

ARTICLE 42. GRIEVANCE PROCEDURE

I. Purpose:

- A. The purpose of the following provisions is to set forth, simply and clearly, the provisions that shall govern the processing, hearing and decision on a grievance. This Article supersedes that section of the City Personnel Rules entitled "Grievance Procedure."

- B. The purposes of these procedures are to (1) resolve grievances informally at the lowest possible level; (2) provide an orderly procedure for reviewing and resolving grievances promptly; and (3) determine and correct, if possible, the cause of grievances.

II. Procedure:

The Fire Chief may grant extensions to the deadlines stated in this procedure.

Step 1. Informal Level

Within five (5) working days 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 grievant or Union representative shall orally discuss the grievance with a Battalion Chief. The Battalion Chief shall have five (5) working days to provide a verbal response to the grievant.

An employee whose immediate supervisor is a Deputy Fire Chief shall discuss the grievance with the Deputy Fire Chief. The Deputy Fire chief shall have five (5) working days to provide a verbal response to the grievant.

Step 2. Formal Levels

| | |
|---------|---|
| Level 1 | <p>If a grievant is not satisfied with the resolution proposed at the informal level, he/she may within five (5) working days of the receipt of such answer file a formal written grievance with a Deputy Fire Chief which contains a statement describing the grievance, the section of the Agreement allegedly violated, and the remedy requested. The grievance shall be signed and dated by the grievant(s). The Deputy Fire Chief shall, within five (5) working days thereafter, give a written answer to the grievant.</p> <p>An employee whose immediate supervisor is a Deputy Fire Chief will be deemed to have completed Step Level 1 (A) and be eligible to proceed to Level 2.</p> |
|---------|---|

| | |
|---------|--|
| Level 2 | <p>If the grievant is not satisfied with the written response from the supervisor at Level 1, the grievant may, within five (5) working days from the receipt of such answer file a written appeal to the Fire Chief. Within ten (10) working days of receipt of the written appeal, the Fire Chief or his/her designee, shall investigate the grievance, which shall include a meeting with the concerned parties, and give a written answer to the grievant.</p> |
|---------|--|

Step 3. Advisory Arbitration.

If the grievance is not resolved at Step 2, Level 2, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with Human Resources within five (5) working days of the receipt of the Fire Chief's written reply. 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), and submit to Human Resources, a list of names 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 payment of fees and costs, the parties shall be considered as the City and the Union, 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) working days of receipt of the arbitrator's decision.

III. General Provisions:

- A. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to Human Resources.
- B. If a grievant fails to carry his/her grievance 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.
- C. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may proceed to the next higher level.
- D. The grievant may be represented by a person of his/her choice at any formal level of this procedure. The grievant shall be personally present at all stages of the grievance.
- E. Designated Union Stewards or Representatives shall be allowed reasonable time to investigate any allegations of violations of this Agreement. Reasonable time is defined as three (3) hours; however, upon approval of Human Resources, additional time may be granted.
- F. Time limits and formal levels may be waived by mutual written consent of the parties.
- G. Notice is deemed given by deposit in the U.S. Mail, postage paid, to the last known address of the addressee, or by personal delivery.
- H. Proof of service shall be accomplished by certified mail or declaration of personal delivery.
- I. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.

- J. 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 management personnel. Records of grievance complaints and supporting documents shall be maintained in the Human Resources office separately from the employee's personnel files.
- K. At all stages in the formal 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.

ARTICLE 43. DRUG, ALCOHOL, AND SUBSTANCE ABUSE POLICY

I. Purpose:

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.

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.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end, the City will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale, or damage to the City's reputation. Substance abuse includes the use of, or possession of legal or illegal drugs, alcohol or any other substance which could or does impair an employee's ability to perform his or her job safely, effectively, and efficiently.

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.

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:

It is the City's policy that no employees shall:

- A. report to work under the influence of alcohol or drugs;
- B. possess drugs or alcohol while on duty or in uniform;
- C. sell, distribute or provide alcohol and/or drugs to any employee or person while on duty;
- D. have their ability to work impaired as a result of the use of alcohol or drugs.

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 A - D above or whose job performance is impaired by off-the-job substance abuse will be considered "abusers".

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.

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 that the City has reasonable suspicion that cause for the search exists, and that the employee is notified or if the employee is present or if the employee gives consent.

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 may be conducted by a sworn Police Officer or may be conducted by Department Heads or Mid-Managers with a Police officer present.

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

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.

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, briefcase, personal transportation, or duty bag.

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

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work, and shall be detained for a reasonable time until the employee can be safely transported home. Such employees will be placed on administrative leave with pay until a meeting can be held to determine their status.

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.

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.

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.

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.

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

- A. The dangers of substance abuse in the workplace.
- B. The City's policy of maintaining a substance abuse-free workplace.
- C. The availability of substance abuse counseling, rehabilitation and employee assistance programs.
- D. The penalties that may be imposed upon employees for substance abuse violations occurring in the workplace.

III. Application:

This policy applies to all employees represented by the Union, and to all applicants for positions with the City. 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.

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 Article 42 of this Agreement.

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 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 or both employees are on City grounds, on duty, 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 about which the employee has reason to believe may interfere with the safe and effective performance of duties or operation of City equipment.
- F. Provide, within twenty-four (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 (5) 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. An accident involving City property or employee injury;
 - 5. Physical altercation;

6. Verbal altercation;
7. Unusual behavior;
8. Possession of alcohol or drugs or drug paraphernalia;
9. Information obtained from a reliable person with personal knowledge;
10. Physical appearance such as sloppiness, disarray or red eyes;
11. Difficulty responding to simple questions such as time of day, location, etc.
12. Difficulty performing simple tasks such as counting, touching nose, etc.

- C. 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 this 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.

VI. Physical Examination and Procedure:

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

The testing process shall be one that is scientifically proven to be at least as accurate and valid as urinalysis using an immunoassay screening test (EMIT) with all positive screening results being confirmed utilizing Gas Chromatography/Mass Spectrometry (GC/MS) before a sample is considered positive.

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.

Test samples will be collected in a clinical setting, such as a laboratory collection station, doctor's office, hospital or clinic or in another setting approved by the City on the basis that it provides for at least an equally secure and professional collection process. The City shall specify procedures to ensure that true samples are obtained.

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.

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:

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.

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

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

All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one (1) 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.

VIII. Results of Drug and/or Alcohol Analysis:

A. Pre-employment Physicals

1. A positive result from a drug and/or alcohol analysis may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties or responsibilities.
2. If a drug screen is positive at the pre-employment physical, the applicant must provide, within twenty-four (24) hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

B. 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 twenty-four (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.

SECTION VI-UNION RIGHTS

ARTICLE 44. UNION ACTIVITIES

- A. The Union may place one bulletin board in each fire station for the purpose of communicating Union business to the membership.
 - a. Specific placement and size of such boards within a station shall be subject to the approval of the Fire Chief.
 - i. A Union representative shall be responsible for maintaining such board.
 - ii. The Fire Chief reserves the right to prohibit the posting and order the removal of material.

- B. Two (2) members of the Executive Board or Grievance Committee shall be granted leave from duty with full benefits for all meetings and hearing between the City and the Union for the purposes of resolving a grievance when such meetings and hearings take place at a time during which such members are scheduled to be on duty. Time off shall be limited to one (1) hour prior to the scheduled meeting and one (1) hour after the scheduled meeting. The Fire Chief shall make the final determination as to staffing availability.

- C. A maximum of two (2) members of the Negotiation Team shall be granted leave from duty with full benefits for the purposes of negotiating terms of an agreement when such meetings take place at a time during which such members are scheduled to be on duty. Time off shall be limited to one (1) hour prior to the scheduled meeting and one (1) hour after the scheduled meeting. The Fire Chief shall make the final determination as to staffing availability.

- D. The City will provide a cumulative total of one hundred and twenty (120) hours per year release time for Union representatives to attend training seminars, schools for training in labor-management relations and Union business.

- E. Union Representative shall be defined as follows:

Local 3847 Executive Board:

- Union President
- Union Vice President
- Union Treasurer
- Union Secretary

Local 3847 Negotiation Team:

- Union Vice President (Lead Negotiator)
- Union Team Member #2
- Union Team Member #3
- Union Team Member #4
- Union Team Member #5
- Union Team Scribe

Local 3847 Grievance Committee Members:

Designated Union Executive Board Members
Union Shop Steward A Shift
Union Shop Steward B Shift
Union Shop Steward C Shift

- F. On February 1 of each year, the Union will provide the City with a list of Union representatives eligible to participate in training and Union business leave. Any Changes to the list must be reported to the City on a timely basis.

SECTION VII - MISCELLANEOUS PROVISIONS

ARTICLE 45. MODIFIED/ALTERNATIVE DUTY ASSIGNMENTS

The provisions of the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to Modified/Alternative Duty Assignments are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 46. PHYSICAL FITNESS PROGRAM

The provisions of the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to the Physical Fitness Program are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 47. TIME OFF REQUESTS

The City and Union are meeting and conferring over the Administrative Guideline (AG) and Standard Operating Guideline (SOG) relating to Time Off Requests. Once the City and Union reach agreement on this AG and SOG, they are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to this AG and SOG.

ARTICLE 48. STAFFING. STATION ASSIGNMENTS. OUT-OF-CLASS ASSIGNMENTS. AND CALL BACK

I. Administrative Guidelines (AGs) and Standard Operating Guidelines (SOGs):

The AGs and SOGs related to Staffing, Station Assignments, Out-of-Class Assignments, and Call Backs are incorporated by reference into this MOU. The City and Union agree to meet and confer over any proposed changes to these AGs and SOGs.

II. Minimum Staffing:

- A. The City agrees that it shall maintain, on a daily basis, a minimum staffing on each Company consisting of one (1) Captain, one (1) Engineer, and one (1) Firefighter.
- B. It is the intention of the City to maintain a minimum of three (3) Companies staffed at all times.
- C. This requirement does not apply to temporary reductions within a twenty-four (24) hour shift, caused by such operational needs as a crew member transporting with an ambulance to the hospital, attending a business meeting, or cross-staffing of auxiliary apparatus such as brush units.
- D. A qualified person acting in the required rank may be used to satisfy this requirement as AG #209 defines the qualified positions of Company Officer, Engineer and Firefighter.
- E. Temporary short term reductions of said minimum staffing levels can be made after Call-Back procedures following AG and SOG #211 have been exhausted to meet the

said minimum staffing levels. The Fire Chief and Union President, or an executive Board member, should be notified via text message, page, or email regarding the minimum staffing reduction.

WHEREAS, the parties here to have entered into this Memorandum on the 26st day of July, 2022

CITY OF ROCKLIN

DocuSigned by:
Jack W. Hughes
8D58B0D5112D46C...
Jack Hughes, Lead Negotiator
Liebert, Cassidy, Whitmore

7/15/2022 | 10:13 AM PDT
Date

Bill Halldin
Aly Zimmermann, City Manager
Bill Halldin, Mayor

8/8/22
Date

ROCKLIN FIREFIGHTER'S UNION LOCAL 3847

DocuSigned by:
Chris Wade
3F9F05EA5CB1406...
By: _____
Chris Wade, Union President

7/14/2022 | 9:05 AM PDT
Date

DocuSigned by:
Jeff D. Carter
671400290409446...
By: _____
Jeff Carter, Union Business Agent

7/14/2022 | 8:18 AM PDT
Date

APPENDIX

**CITY OF ROCKLIN
FIRE SALARY SCHEDULES**

**CITY OF ROCKLIN
 FIRE SALARY SCHEDULE
 (Annual Salary)
 Effective July 2, 2022**

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Firefighter | 80,222 | 83,030 | 85,936 | 88,944 | 92,057 | 95,279 | 98,614 | 102,065 | 105,638 | 109,335 |
| Fire Engineer | 89,107 | 92,226 | 95,454 | 98,795 | 102,253 | 105,831 | 109,536 | 113,369 | 117,337 | 121,444 |
| Fire Captain | 101,860 | 105,425 | 109,115 | 112,934 | 116,886 | 120,977 | 125,212 | 129,594 | 134,130 | 138,824 |
| Fire Battalion Chief-Line Fire Marshal | 120,472 | 124,688 | 129,052 | 133,569 | 138,244 | 143,082 | 148,090 | 153,273 | 158,638 | 164,190 |

**CITY OF ROCKLIN
FIRE SALARY SCHEDULE
(Annual Salary)**

3% COLA Effective the First Pay Period July 2023

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Firefighter | 82,629 | 85,521 | 88,514 | 91,612 | 94,819 | 98,138 | 101,572 | 105,127 | 108,807 | 112,615 |
| Fire Engineer | 91,780 | 94,993 | 98,317 | 101,759 | 105,320 | 109,006 | 112,822 | 116,770 | 120,857 | 125,087 |
| Fire Captain | 104,915 | 108,588 | 112,388 | 116,322 | 120,393 | 124,607 | 128,968 | 133,482 | 138,154 | 142,989 |
| Fire Battalion Chief-Line Fire Marshal | 124,086 | 128,429 | 132,924 | 137,576 | 142,391 | 147,375 | 152,533 | 157,872 | 163,397 | 169,116 |

**CITY OF ROCKLIN
FIRE SALARY SCHEDULE
(Annual Salary)**

2% COLA Effective the First Pay Period July 2024

| Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Firefighter | 84,282 | 87,232 | 90,285 | 93,445 | 96,715 | 100,100 | 103,604 | 107,230 | 110,983 | 114,867 |
| Fire Engineer | 93,616 | 96,893 | 100,284 | 103,794 | 107,427 | 111,186 | 115,078 | 119,106 | 123,274 | 127,589 |
| Fire Captain | 107,014 | 110,759 | 114,636 | 118,648 | 122,801 | 127,099 | 131,547 | 136,151 | 140,917 | 145,849 |
| Fire Battalion Chief-Line Fire Marshal | 126,567 | 130,997 | 135,582 | 140,328 | 145,239 | 150,322 | 155,584 | 161,029 | 166,665 | 172,498 |