

RESOLUTION NO. 2022-143

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING THE NEGOTIATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN
AND ROCKLIN POLICE OFFICERS' ASSOCIATION PUBLIC SAFETY MANAGERS' BARGAINING UNIT AND
ADOPTING UPDATED PUBLIC SAFETY MANAGEMENT SALARY SCHEDULE

WHEREAS, the Memorandum of Understanding (MOU) between the City of Rocklin (City) and the Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit (PSM) contract, end on June 30, 2022; and

WHEREAS, representatives of the City and representatives of PSM have met and negotiated in good faith; and

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

WHEREAS, City of Rocklin's Human Resources Division recommends the negotiated successor MOU that is attached hereto as Exhibit "A," to City Council for final approval and adoption.

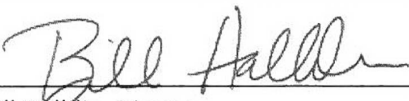
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin:

Section 1. The Memorandum of Understanding between the City of Rocklin and Rocklin Police Officers' Association Public Safety Managers' Bargaining Unit for the period July 1, 2022 through June 30, 2025, attached hereto as Exhibit "A," is approved and adopted.

Section 3. Effective July 2, 2022, the updated Rocklin Police Officers' Association Public Safety Managers' Salary Schedule attached hereto as Exhibit "C" is adopted.

PASSED AND ADOPTED this 28th day of June 2022, by the following vote:

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



Bill Halldin, Mayor

ATTEST:



Hope Ithurburn, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

City of Rocklin
and
Rocklin Police Officers' Association
Public Safety Managers' Bargaining Unit

**Memorandum of Understanding
CITY OF ROCKLIN AND
ROCKLIN POLICE OFFICERS' ASSOCIATION
PUBLIC SAFETY MANAGERS' BARGAINING UNIT**



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

City of Rocklin/Rocklin Police Officers' Association
Public Safety Managers' Bargaining Unit
7/1/22-06/30/25

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MEMORANDUM OF UNDERSTANDING
ROCKLIN POLICE OFFICERS' ASSOCIATION
PUBLIC SAFETY MANAGERS' BARGAINING UNIT

ENTERED into this by the CITY OF ROCKLIN, a municipal corporation of the State of California (hereinafter referred to as "City") and the ROCKLIN POLICE OFFICERS' ASSOCIATION on behalf of the PUBLIC SAFETY MANAGERS' BARGAINING UNIT as follows:

SECTION I – GENERAL

ARTICLE 1. DEFINITIONS

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

- A. Base Rate – The employee's hourly rate, without additional forms of special compensation or incentives.
- B. CalPERS Member – (Classic) – Employees who were members of a California public retirement system before January 1, 2013 and meet the definition of a classic member as determined by CalPERS.
- C. CalPERS New Member (PEPRA) – Employees who become members of a California public retirement system for the first time on or after January 1, 2013, are not subject to reciprocity or returned to active membership with a new employer following a break in service greater than six months.
- D. Chief – Chief of Police, or designee.
- E. City – The City of Rocklin.
- F. Day – A period of time between any midnight and the midnight following.
- G. Employee – A member of the Public Safety Managers' (PSM) bargaining unit.
- H. Extended Absence – An absence of two (2) weeks or more.
- I. Grievance – A claimed violation, misapplication, or misinterpretation of a specified provision of this MOU which adversely affects the grievant.

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- J. Grievant – An employee or the Rocklin Police Officers' Association who is filing a grievance as defined above.
- K. Immediate Family – For purposes of sick leave use as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive or foster parent, stepparent, or legal guardian, spouse or domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent, grandchild, or sibling.
- L. Meyers-Milias-Brown Act (MMBA) – Chapter 10 of Division 4 of Title 1 of the Government Code commencing with section 3500, having to do with employer/employee relations, as the same now reads or as it may be amended to read.
- M. MOU – This Memorandum of Understanding.
- N. Permanent Status – The status of an employee who has successfully completed a probationary period.
- O. Personnel Rules – The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.
- P. Probationary Period – A working test period during which an employee is required to demonstrate his/her fitness for the actual performance of the assigned duties of the position. "Initial" probationary period is the first probationary period completed by an employee following the original date of hire.
- Q. Probationary Status – The status of an employee who is serving a probationary period for the position and/or class in which he/she is currently employed.
- R. Promotion – The advancement of an employee from a position in one class to a position in another class having a higher maximum rate of pay.
- S. PSM – Public Safety Managers' Bargaining Unit.
- T. Regular Full-Time Employees – Those employees working in a regular full-time position (40 hours per week or more), regardless of probationary status.
- U. Regular Full-Time Position – An organized group of duties and responsibilities assigned to a specific job classification, designed to be performed by one regular full-time employee.

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- V. Regular Rate – The employee's base rate and any forms of special compensation.
- W. RPOA – The Rocklin Police Officers' Association.
- X. Supervisor – The individual who is directly responsible for the day-to-day assignment, review of performance, and direction of the work of an employee.
- Y. Work Week – The period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday.
- Z. Working Day – A day the City Manager's office is open for business.
- AA. Working Shift – The hours an employee is assigned to work in a 24-hour period.

ARTICLE 2. INTENT

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

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

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

ARTICLE 3. RECOGNITION

The City recognizes RPOA as the exclusive representative for the Public Safety Managers' Bargaining Unit which consists of full-time employees in the classifications of Police Lieutenant and Police Services Manager.

ARTICLE 4. TERM

This MOU shall be effective as of July 1, 2022, and shall remain in effect until midnight June 30, 2025. During the term of this MOU should either party desire to modify its terms or meet and confer as to a matter within the scope of representation, which is not addressed herein, then such party shall make such a request in writing to the other party. The subject of the request shall be specified in the written request. No changes in this MOU shall be made without the mutual consent of both the City and RPOA.

ARTICLE 5. SUCCESSOR MEMORANDUM OF UNDERSTANDING

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

ARTICLE 6. CITY RIGHTS AND RESPONSIBILITIES

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

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to create, change, combine or abolish jobs, departments and facilities in whole or in part; to subcontract 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 Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any law regulating, authorizing, or empowering the City to act or refrain from acting.

ARTICLE 7. SEPARABILITY

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

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ARTICLE 8. WORK STOPPAGE

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

SECTION II – COMPENSATION

ARTICLE 9. COMPENSATION

A. Salary Adjustments

- Effective the July 2, 2022 following approval by the City of Rocklin City Council all classifications will receive a 4.0% base salary increase.
- Effective the first full pay period of July 2023, all classifications will receive a 3.0% base salary increase.
- Effective the first full pay period of July 2024, all classifications will receive a 2.0% base salary increase.

B. Salary Schedules

The base wages for each job classification in the Public Safety Managers' Bargaining Unit are set forth in the salary schedule attached as Addendum A of this Agreement. It is understood that implementation of any salary increase may vary slightly due to the impact of rounding.

- Salary Schedule B shall consist of ten (10) salary steps (steps 1 through 10). The increase between steps shall be approximately 3.5%.

C. 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% above their regular rate of pay unless such increase exceeds the maximum of the salary range for the new position. In that case, the employee will be placed at the top step of the new salary range. Promotions shall become effective at the beginning of a pay period.

SECTION III – BENEFITS

ARTICLE 10. HEALTH AND OTHER BENEFITS

A. Policy

1. The City will offer insurance benefits covering medical, dental, vision, long-term disability, and life and accidental death and dismemberment for eligible employees and their dependents in accordance with the 125 Plan Document plan specifications.
2. Selection of Carriers
Employees 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 the California Public Employees Retirement System (CalPERS). The dental, vision, long-term disability, and 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.

B. Benefits

1. Medical Plan
The City will make a direct monthly contribution towards the premium cost for 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. To the extent a participant does not utilize the entire \$1,200 toward medical premiums, the remainder shall be retained by the City and shall not be cashed out or applied to other benefits.
2. Dental Insurance
The City shall pay the full premium for 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 exceed the City's direct contribution. Such payments may be made pre-tax through salary reduction elections, which

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will be paid via payroll deductions over twenty-four (24) benefit pay periods.

3. Life and Accidental Death and Dismemberment Insurance

For employees hired before July 1, 2012, the City shall provide life insurance for each employee in the amount of \$200,000 of basic life plus \$200,000 accidental death and dismemberment insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

Effective July 1, 2012 the City shall provide new hire employees basic life and accidental death and dismemberment insurance in the amount herein specified. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

Police Lieutenant	\$100,000
All Other Classifications	\$50,000

4. Long-Term Disability Insurance

The City shall provide each employee with long-term disability coverage at sixty percent (60%) of their salary up to a maximum benefit of \$6,000 per month with a ninety (90) day waiting period.

5. Vision Insurance

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

6. Cafeteria Plan Flex Dollars

The City maintains a cafeteria plan, pursuant to Section 125 of the Internal Revenue Code and related regulations, for the purpose of offering employees access to various qualified benefits. Commencing January 1, 2023, the City shall contribute three hundred (\$300) per month (" Flex Dollar") on behalf of each employee eligible to participate in the City's cafeteria plan. Participants in the 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 document. Flex Dollars may not be cashed out.

7. Payroll Deduction

Employees who elect benefits that require payment of premiums or contributions beyond the City's contribution authorize the City to pay the additional amounts by way of biweekly pre-tax payroll deduction.

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C. Health Coverage Reduction Incentive

1. Employees who choose to decline the City's health coverage must provide certification of other coverage. This certification must be filed with the Human Resources Division.
2. Participants in the program will receive their share of the cost savings as taxable income.
3. Participants in the program will receive benefits as follows:

Eligibility Categories	Maximum Monthly Payment
No Health - Minimum Required Coverage (<i>Dental, Vision, Life & LTD</i>) for Employee Only	\$250.00
No Health – Minimum Required Coverage (<i>Dental, Vision, Life & LTD</i>) for Family	\$225.00

ARTICLE 11. STATE DISABILITY INSURANCE

The City shall pay the employee's contribution for State Disability Insurance.

ARTICLE 12. FLEXIBLE SPENDING PLAN

The City will 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 of pre-tax income allowed under IRS Section 125 per year to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. If the maximum amount changes under IRS Section 125 then the City will abide by that new amount. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. If the maximum amount changes then the City will abide by the new amount. Employees may choose to enroll in this plan annually during the open enrollment period. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions. The City reserves the right to change carriers at any time, provided that plan benefits to employees are substantially the same or better.

ARTICLE 13. RETIREMENT BENEFITS

A. Classic Employees Retirement Plans

The City agrees to maintain membership and continue contracting with the State

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

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

B. Classic Employees Retirement Member Contribution

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

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

C. PEPRA Employees Retirement Plans

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

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

D. PEPRA Employees Retirement Member Contribution

PEPRA employees will make employee contributions as required by State law and as determined by CalPERS. In addition, effective July 7, 2018, PEPRA miscellaneous

employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution and PEPRAs safety employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution. If the required employee contribution for PEPRAs employees (currently 6.25% for miscellaneous and 12.00% for safety) increases in the future, the additional employee contribution paid towards the employer's retirement contribution (i.e., additional 3% for miscellaneous and 3% for safety) shall be reduced by the same percentage until eliminated. At that point, PEPRAs employees will only pay the employee share required by State law and determined by CalPERS (i.e., fifty percent (50%) of the normal cost) and will not contribute an additional amount towards the employer share.

ARTICLE 14. DEFERRED COMPENSATION

- A. The City will contribute up to \$300.00 per month in matching funds for all Classic employees who participate in a City-sponsored deferred compensation program. Less than full-time employees will receive a proportionate benefit.
- B. For PEPRAs employees only, the City will contribute \$200.00 per month (no match required) for each PEPRAs employee to a City sponsored deferred compensation program. Less than full-time employees will receive a proportionate benefit.

ARTICLE 15. RETIREE HEALTH BENEFITS

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

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

The RPOA and the City agree to rescind the vesting schedule for Retiree Health Benefits adopted by the City by Resolution No. 2003-91 under the authority of California Government Code 22983. However, any existing retiree who is currently receiving more than \$1,200 per month in post-retirement health benefits shall continue receiving their existing amount until such time as the City's contribution for post-retirement health benefits exceeds the amount of their existing retiree health benefit. In exchange for rescinding the vesting schedule, the City and the RPOA mutually agree that the retiree health benefits described in this Article are intended to be permanent for current retirees as of December 31, 2017, and employees who retire during the

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

ARTICLE 16. UNIFORMS

The following employees shall receive uniform allowances as follows:

Police Lieutenant	\$36.54 per pay period
Police Services Manager	\$36.54 per pay period

SECTION IV – LEAVES

ARTICLE 17. VACATION

A. Sworn employees are eligible to use vacation leave as soon as it's accrued. Employees on a less than full-time work schedule will accrue vacation on a prorated basis. Full-time sworn employees will accrue vacation as outlined below.

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	12 (1 day per month)	200 hours
2	13 (1.083 days per month)	200 hours
3	14 (1.1667 days per month)	200 hours
4	15 (1.25 days per month)	200 hours
5	17 (1.41667 days per month)	200 hours
10	20 (1.667 days per month)	220 hours
15	22 (1.833 days per month)	240 hours
20	24 (2 days per month)	280 Hours

B. Non-sworn employees are eligible to use vacation as soon as it's accrued. Employees on a less than full-time work schedule will accrue vacation on a prorated basis. Full time non-sworn employees will accrue vacation as outlined below.

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	14 (1.167 days per month)	200 hours
2	15 (1.25 days per month)	200 hours
3	16 (1.333 days per month)	200 hours
4	17 (1.417 days per month)	200 hours
5	19 (1.583 days per month)	200 hours
10	22 (1.833 days per month)	220 hours
15	24 (2 days per month)	240 hours
20	26 (2.167 days per month)	280 Hours

All Employees

1. Employees who reach their maximum accrual are not entitled to cash payment for any hours exceeding the maximum accrual.
2. After the first year of service, each employee must take one vacation period of no less than five (5) consecutive workdays during a calendar year.

ARTICLE 18. HOLIDAYS

Non-Sworn Employees

- A. During the term of this MOU, the City will recognize the holidays as hereby specified for non-sworn employees.

New Year's Day	January 1
Martin Luther King 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	Designated Thursday
Thanksgiving Friday	Designated Friday
Christmas Day	December 25

Holidays occurring on a Saturday will be observed on the preceding Friday.
Holidays occurring on a Sunday will be observed on the succeeding Monday.

- B. Floating Holidays
Floating Holidays will be eliminated and each non-sworn employee will receive an additional sixteen (16) hours of vacation per year as outlined in Article 17-Vacation – Section B.

ARTICLE 19. SICK LEAVE

- A. Full time employees shall accrue up to twelve (12) sick leave days per year, at the rate of one day per month of service. Employees shall have the right of unlimited accumulation of sick leave.
- B. Upon separation from employment, employees hired before July 1, 2012, may sell back their accumulated sick leave as follows:

<u>Total Accumulated Sick Leave</u>	<u>Buyout Rate</u>
0 – 29 days	0%
30 – 39 days	10%
40 – 49 days	20%
50 – 59 days	30%
60 – 69 days	40%
70 days or more	50%

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The formula for the buyback shall be: Total accumulated sick leave days multiplied by the employee's current base rate in effect on the date of separation multiplied by the applicable buyout rate specified above.

For employees hired on or after July 1, 2012, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of 29 days.

- C. Upon retirement, an employee may choose to 1) convert their total accumulated sick leave to CalPERS service credit for retirement purposes (Government Code Section 20965); or 2) sell back some or all of their accumulated sick leave as specified above. Any sick leave remaining after the buyout will be converted to service credit under Section 20965.
- D. 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 parent, stepparent, or legal guardian; spouse or domestic partner; biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent, grandchild, or sibling.
- E. Coordination of Sick Leave and Disability Benefits: Sick leave benefits and benefits received by an employee under the Workers Compensation Law for a work-related injury or under the State Disability Insurance Law for a non-work-related injury 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:

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- (a) Be treated as on sick leave; if the employee has accumulated sick leave; and
 - (b) Receive full salary, which shall be a combination of compensation from the City and SDI.
 - (c) When all available leave hours, beginning with sick leave hours, are exhausted the employee shall only receive SDI to the extent permitted by law.
 - (d) During such period, sick leave shall be deducted from the employee's accumulated sick leave in the same ratio as the City portion of compensation bears to total compensation.
2. A non-safety employee injured on duty who is receiving Workers Compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in paragraph E.1. above.
- F. Employees who are entitled to a disability retirement (either at their own request or as a result of City action) under CalPERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

ARTICLE 20. MANAGEMENT LEAVE

- A. A significant amount of skill, effort, and devotion is required to be successful in a PSM position. In recognition of this, management leave is granted as part of the total management compensation package. Staff assigned to a PSM classification are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of PSM positions. Further, staff assigned to PSM positions frequently spend personal time doing work related tasks. The compensation established for PSM classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full time PSM positions will typically require a minimum of eighty (80) hours per bi-weekly pay period.
- B. Employees may schedule their time as needed to meet the service needs of their division subject to review and concurrence by the Chief or designee.
- C. PSM employees shall be eligible for management leave each fiscal year as specified below. Such leave shall be scheduled with the concurrence of the employee's immediate supervisor. The City Manager retains discretion to grant management leave based on individual circumstances above the limits established below not to exceed 80 hours.

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Police Lieutenant	56 hours
Police Services Manager	56 hours

- D. Employees shall be credited with and have available for use the number of hours specified above as of July 1 each year. Should any employee be hired or promoted into a PSM position after July 1, they shall be credited with a prorated amount of management leave for the balance of the fiscal year. Upon separation from employment in good standing, the employee shall receive a prorated amount of unused management leave on the books as of the date the separation is effective based on the portion of the fiscal year actually worked.
- E. Management leave shall not be cumulative from year to year and may not be cashed out in-lieu of use except on leaving the employment of the City as described above.

ARTICLE 21. POLICE LEAVE – (POLICE LIEUTENANTS ONLY)

- A. A City holiday may occur on a Police Lieutenant's regularly scheduled day off, or they may be required to work during a holiday due to workload or emergency circumstances. Police Lieutenants will be credited with ninety-six (96) police leave hours at the beginning of each calendar year, in lieu of holiday time off. However, Police Lieutenants shall use their police leave hours and be scheduled off during recognized City holidays unless required by their supervisor to work during a particular holiday due to workload or emergency circumstances. Holidays that occur during a Police Lieutenants regularly scheduled day off shall be taken off during an alternate regular work day within the same pay period by using their police leave. The City will make every effort to ensure Police Lieutenants are able to take recognized City holidays off using their police leave. Police Lieutenants may schedule police leave time off in accordance with Department procedures. Police leave hours accrued but not used by December 31st each year will be cashed out at the employee's base hourly rate and paid to the employee in the pay period following the pay period that includes January 1.
- B. Accrual and Payoff
1. Police Lieutenants who are not employed for the full calendar year shall accrue police leave 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.

2. Police Lieutenants who leave employment with the City prior to the end of the calendar year shall be paid police leave hours at the rate of eight (8) hours for each full month of employment, less any hours used. 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.

ARTICLE 22. BEREAVEMENT LEAVE

- A. Each employee is eligible for up to three (3) shifts/work days of paid bereavement leave for purposes of bereavement and funeral/memorial services following the death of a family member as listed below. If an employee requests additional time off for bereavement, an additional two (2) shifts/work days shall be allowed to be charged to accrued sick leave. The five-day limit will apply to all deaths that occur simultaneously.

Relatives Covered:

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

The following step/foster relationships are covered:

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

- B. Bereavement leave is also available following the death of any child or close relative who resided with the employee at the time of death.
- C. The employee shall notify his/her supervisor as soon as possible (but no later than the beginning of the next workday) of the occurrence requiring bereavement leave and shall provide documentation, if requested, to support the request. Such leave must commence within a reasonable amount of time following the request.

Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per Section 22.A above.

ARTICLE 23. FAMILY CARE AND MEDICAL/MATERNITY LEAVE

- A. Employees are eligible to take leave in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2), the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations), and Pregnancy Disability Leave (PDL), Government Code Section 12945(b)(2)
- B. Leave for pregnancy-related disability will run concurrently with the Federal Family and Medical Leave Act (FMLA).
- C. The City may require the employee to utilize all accrued sick leave, Vacation and CTO for any otherwise unpaid portion of a CFRA/FMLA/PDL leave. If the employee chooses, the employee may reserve forty (40) hours of accrued Vacation for use upon their return from an extended period of CFRA CFRA/FMLA.
 - 1. If all other leave is exhausted at the expiration of the CFRA/FMLA/PDL, an employee may use the reserved Vacation for purposes of sick leave and medical appointments for the employee and their dependents for a period of six (6) months after returning from CFRA/FMLA/PDL.
 - 2. Accrued leave shall be coordinated with Disability or Workers' Compensation benefits as appropriate.
- D. An employee who has not recovered from a pregnancy-related disability upon expiration of the four (4) months to which entitled under Government Code Section 12945 (b) (2), may request up to twelve (12) weeks of family leave to recover from the disability. This leave may be granted under the terms and conditions of CFRA.
- E. An employee who has not recovered from a pregnancy-related disability at the expiration of the twelve (12) weeks of CFRA/FMLA, may request an extension of her leave of absence for an additional ninety (90) days under the terms and conditions of Article 25 Leave of Absence Without Pay. The City may grant an extension, if conditions warrant such.

ARTICLE 24. LEAVE OF ABSENCE WITHOUT PAY

- A. Leave of absence without pay may be granted to any employee at the discretion of the Police Chief for the following purposes:

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1. Illness beyond that covered by sick leave and Family Care and Medical Leave.
 2. Other personal reasons which do not impair the effectiveness of the City.
 - (a) To be eligible for a leave of absence for personal reasons, an employee must be in good standing, and have received no disciplinary actions in the twelve (12) months prior to the request.
 - (b) Terms and conditions of the leave shall be specified in writing.
- B. Duration: Leave of absence for any of the above reasons may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence without pay up to an additional ninety (90) days. The City Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.
- C. Revocation of Leave of Absence: A leave of absence may be revoked by the Police Chief upon evidence that the cause for granting the leave of absence was misrepresented or has ceased to exist.
- D. Reinstatement Upon Termination of Leave of Absence: Upon the expiration of the leave of absence, the employee shall be reinstated to an equivalent position if available.
- E. Non-Qualifying Service: Leave of absence shall not be counted as qualifying service for the purposes of accruing vacation, sick leave, and merit salary adjustments. An employee on unpaid leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, LTD and life insurance policies by remitting full monthly premium payments to the City or the individual carriers if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave.
- F. Vacation/Management Leave: All accrued vacation and management leave must be used prior to the effective date of leave of absence without pay.

SECTION V – MISCELLANEOUS TERMS AND CONDITIONS

ARTICLE 25. CITY ASSIGNED VEHICLES

- A. City owned vehicles may be assigned to PSM employees for their use within their job assignment and may be used to transport the employee to and from their residence for work related purposes. Employees operating City-owned vehicles shall not permit persons other than City employees or persons required to be conveyed in the performance of duty to ride as a passenger in their vehicle.
- B. Employees are authorized to make limited incidental use of the vehicle while traveling to and from their work location.
- C. Internal Revenue Service regulations may require that certain individuals who have assigned vehicles receive IRS form 1099 or W2 which will reflect the non-cash compensation value of the vehicle assignment when used for non-City business such as commuting. The IRS may classify home retention privileges as an employee fringe benefit. In the event of such an IRS ruling, the employee assumes all responsibility and liability for associated taxes.
- D. Employees with assigned vehicles agree to abide by City and Department policies and standards for use, maintenance and parking of the vehicle. The assignment of vehicles is at the discretion of the Chief. Assigned vehicles may be changed at any time and/or permission to take home vehicles may be withdrawn at any time.

ARTICLE 26. EMPLOYEE PERFORMANCE EVALUATIONS/STEPS INCREASES

- A. 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) periodic performance evaluations during his/her twelve (12) month probationary period. Such evaluations will be conducted at reasonable intervals.
- B. Annual Evaluations: Will be conducted annually at the end of the calendar year.
- C. Employee Rights: Any employee has the right to file a written statement to be attached to his/her performance appraisal and placed in the personnel file. Such statements must be filed with the evaluator within five (5) working days of receiving the evaluation.

- D. Step Increases: An employee shall be eligible for a salary step advancement upon their 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 step increase is ultimately awarded it will not be retroactive and the employee's anniversary date will be reset to the date the step increase is effective.
1. An employee shall not have a salary step increase delayed due to performance evaluations not being completed prior to the anniversary date. If a salary step increase is delayed due to a performance evaluation not being completed prior to the anniversary date, the salary step increase will be retroactive, and the anniversary date will remain the same.

ARTICLE 27. OUTSIDE/OFF DUTY EMPLOYMENT

- A. Employees who are considering outside/off duty employment that would be subject to Section 4850 of the California Labor Code shall provide to the City a certificate of insurance which would provide Section 4850 benefits from the outside employer prior to accepting such outside employment.
- B. No employee shall accept any employment during off-duty hours either within or outside the City unless the prospective employer provides general liability and workers' compensation coverage and the employment will not create a conflict of interest nor be incompatible with employment by the City. Incompatibility of employment includes outside employment that impairs an employee's ability to perform the duties of their City employment.
- C. Individuals who are self-employed on off-duty hours shall be exempt from the requirement to show proof of workers' compensation or general liability insurance, but will be expected to fulfill the requirement to show that the self-employment will not create a conflict of interest nor be incompatible with the employment by the City.
- D. Employees of the Police Department considering outside employment shall follow Department policy.

ARTICLE 28. PROBATIONARY PERIOD

All employees shall serve a one (1) year probationary period. The City may release the employee at any time for any reason and without notice during the probationary period. Probationary employees released during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy. Employees

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released during their probationary period for promotional opportunities shall be returned to their former classification held within the Department at their former salary step and benefit level, if the former classification still exists.

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

- A. Performance: The Chief may extend a probationary period for up to six (6) months.
- B. Absence: The Chief may extend a probationary period due to an extended absence of the employee. The extension of the probationary period will not exceed the length of the absence.
 1. Examples of paid and unpaid leaves that will extend a probationary period include but are not limited to leaves of absence granted by the City under its own rules or labor agreements, leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, Workers' Compensation laws, or other legally mandated leaves, light duty assignments, and modified duty assignments.

An employee whose probationary period is extended shall have their anniversary date adjusted to the date following the end of the extension. An employee whose probationary period is extended becomes eligible for a salary step increase upon successful completion of the extended probationary period and receipt of a satisfactory evaluation.

ARTICLE 29. GRIEVANCE PROCEDURE

- A. Purpose
 1. 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.
 2. 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.

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B. General Provisions

1. At all stages in the formal grievance process, a written appeal must contain:
 - (a) The original written grievance;
 - (b) The supervisor's response; and
 - (c) A statement explaining why the grievant is not satisfied with the response
2. 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.
3. If a grievant fails to advance the grievance or appeal forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed.
4. If the City fails to respond with an answer within the given time period, the grievant may advance the grievance to the next higher level. Response is deemed given by deposit in the US Mail, postage paid, to the last known address of the grievant or by personal delivery. Proof of service shall be accomplished by certified mail or declaration of personal delivery.
5. The grievant may be represented by a person of the grievant's choice. The grievant shall be personally present at all stages of the grievance.
6. Time limits may be waived or extended by mutual written consent of the parties.
7. All employees shall be free from retaliation or reprisal in any form resulting from use of these grievance procedures.
8. All materials pertaining to grievances shall be confidential between the grievant and the grievant's representative, appropriate supervisory personnel, other directly involved employee(s), and appropriate City members. Records of grievances and supporting documents shall be maintained in Human Resources separately from the grievant's personnel files.
9. A grievant may withdraw a grievance at any level or at any time in the process by making notification in writing to the Human Resources

Manager. This notice must be received by the Human Resources Manager within ten (10) working days of the grievant's receipt of the most recent decision.

C. Process

1. Informal Grievance Process

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

2. Formal Grievance Process

Step 1.

If the grievant is not satisfied with the resolution proposed at the informal level, a grievance may be filed with the Police Chief, on a grievance form previously agreed to by the City and the RPOA, within fifteen (15) days of the informal grievance response. The Police Chief shall meet with the grievant and whomever else the Police Chief deems appropriate and respond in writing to the grievant within ten (10) days of receipt of the written grievance. If the grievant is not satisfied with the response of the Police Chief, the grievant shall, within ten (10) days of the receipt of the decision, notify the Human Resources Manager in writing of the intent to submit the decision to arbitration.

Step 2. Settlement Meeting

The Human Resources manager will schedule a meeting with the grievant and any other appropriate personnel to attempt to reach settlement of the grievance. Within ten (10) days of the settlement meeting, the Human Resources Manager shall provide to grievant a written memorandum of the meeting detailing the conclusions.

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Step 3. Advisory Arbitration.

If the grievance is not resolved at Step 2, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Manager within thirty (30) days of the receipt of the memorandum from the Human Resources manager in Step 2 above. Within thirty (30) days of filing the Notice of Request for Arbitration, the appealing party will obtain from the State Mediation and Conciliation Service (SMCS) a list of seven (7) arbitrators. The selection of the arbitrator from the list shall occur by each party alternately striking names from the list, with the appealing party striking the first name. The appealing party shall notify the SMCS of the arbitrator selected.

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

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

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

ARTICLE 30. DISCIPLINARY ACTIONS

A. Disciplinary Process:

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

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

1. Counseling

- (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 repeat action may result in more serious discipline. A

copy of this counseling is given to the employee and one copy is filed in the supervisor's working file until the employee's next performance evaluation, where such counseling may be noted and then removed from the supervisor's file and destroyed. This action is not appealable.

2. Formal Disciplinary Actions

- (a) Written Reprimand: A written communication to the employee that an offense has been committed. This action can be appealed to the Police Chief if so requested by the employee. The Police Chief may uphold or modify the reprimand. A copy of this reprimand is given to the employee and one copy is filed in the employee's personnel file. A written reprimand is not appealable beyond the Police Chief.
 - (b) Suspension Without Pay, Demotion, or Reduction in Pay: These actions will be documented in writing reflecting prior disciplinary actions; a copy is given to the employee and a copy is kept in the employee's personnel file. These actions are appealable in accordance with the procedures outlined in Section C of this Article.
 - (c) Dismissal for Cause: The final step in the progressive disciplinary process. This action is appealable in accordance with the procedures outlined in Section C of this Article.
- C. 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.
- D. Employees who have completed an initial probationary period shall be disciplined only after appropriate disciplinary proceedings. An employee serving an initial probationary period may be discharged without application of the disciplinary process and with no rights of appeal.
- E. Pre-disciplinary Procedures (Skelly Process)
- 1. Prior to imposing a suspension without pay, a reduction in pay, demotion, or dismissal, the City shall first provide the employee with a written notice citing the reasons for the proposed action. The notice shall either be delivered personally to the employee or sent by Certified Mail, Return Receipt Requested. The written notice shall notify the employee of his/her right to request a pre-disciplinary response meeting to respond to the proposed disciplinary action. The notice shall also specify whom the employee should contact to request the Skelly meeting. A request for a Skelly meeting must be made by the employee or the employee's

representative within ten (10) days of receiving the notice of proposed discipline.

2. Upon receipt of the employee's request for a pre-disciplinary response meeting, the Skelly Officer shall notify the employee of the time, date, and location for the meeting. The Skelly Officer shall be the appropriate City official who was not involved in the underlying events giving rise to the proposed discipline and who is able to maintain their impartiality. In appropriate cases, the City Manager or designee shall designate another City official to conduct the meeting. The Skelly Officer shall schedule the meeting with the employee and the employee's representative, if any, within ten (10) days of the receipt of the request for meeting. The Skelly meeting will be conducted informally, and shall provide the employee with the opportunity to refute, explain, or otherwise address the proposed statement of charges. The Skelly Officer shall make a recommendation to uphold, modify, or overturn the proposed disciplinary action within thirty (30) days of the date of the Skelly meeting.

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

Once a decision is rendered to impose discipline the employee or the employee's representative may appeal the Police Chief's decision to the City Manager or to Advisory Arbitration. If the employee elects to appeal to the City manager, the decision of the City Manager following the hearing shall be final. If the employee elects to appeal to advisory arbitration it shall be conducted in accordance with the Grievance Procedure, Article 29. C. Step 3. The decision of the City Manager after hearing or after receipt of the advisory arbitrator's decision shall be final.

G. Appeal Times

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

ARTICLE 32. REDUCTION IN FORCE/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.

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A. Seniority

1. Layoff shall be done in inverse order of class seniority of the incumbent(s) in the classification designated for layoff.
2. Class seniority shall include all continuous service since the date of appointment to the affected classification in the City without break or interruption. Approved leaves and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service.
3. Employees will lose seniority as a result of the following:
 - (a) Voluntary termination
 - (b) Retirement
 - (c) Involuntary termination
 - (d) Layoff exceeding twelve (12) months
 - (e) Failure to respond to a re-employment notice, or refusal of an employment offer
 - (f) Failure to report to work from a layoff within the time limits prescribed by this Article
 - (g) Failure to return from military leave within the time limits prescribed by law

B. Layoff Procedures

1. Layoffs shall occur in the following order:
 - (a) Temporary Employees
 - (b) Part-time Employees, both probationary and permanent
 - (c) Full-time Probationary Employees
 - (d) Full-time Permanent Employees
2. Employees who are pending layoff status shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Notice of pending layoff shall be sent to the RPOA at the same time as they are sent to the affected employees.

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C. Bumping Rights

1. An employee subject to layoff may bump (displace) as follows:
 - (a) Into a lower class within the PSM unit in which the employee is qualified; or
 - (b) Into a lower class in any unit which the employee has held permanent status, provided the employee has greater seniority in the lower class than the least senior person in the lower class.
2. In order to bump into a lower class, the employee must request displacement into the lower class within five (5) work days of the notice of layoff.
3. Employees who exercise their option to displace into a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the incumbent receive a higher rate of pay than that received prior to the layoff.
4. Employees who displace into a lower class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in that class.

D. Reemployment Rights

1. In the event of a layoff, the City shall maintain a re-employment list of those employees laid off for a period of twenty-four (24) months. Re-employment shall be in reverse order of layoff, provided such employees are otherwise qualified to perform the duties of the positions available and can return to work within fourteen (14) calendar days of notice of re-employment. No new hires in any class where layoffs have taken place will be made until the reemployment list is exhausted.
2. Laid off employees, who are offered and refuse re-employment; who do not respond to a notice of re-employment; or who do not report for work within fourteen (14) calendar days of notice of re-employment shall be removed from the re-employment list and shall be deemed to have waived all rights to re-employment. Notice of re-employment shall be served on the employee by certified mail at the latest address listed in City personnel records.

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3. Any employee who separates from the City and is offered re-employment after a layoff must successfully pass a background investigation before returning to work. For employees who have been laid off for six (6) months or more, rehire will be contingent upon the successful completion of physical and psychological examinations, a drug screening, and background investigation. Failure to complete these examinations successfully will result in removal of the employee's name from the re-employment list and waiver of all rights to re-employment.

SECTION VI – BARGAINING UNIT RIGHTS

ARTICLE 33. DUES DEDUCTION

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

ARTICLE 34. RELEASE TIME

- A. The City shall allow a maximum of eighty (80) hours per contract year to RPOA representatives for the purpose of conducting grievance representation and activities within the scope of its duties and responsibilities as bargaining representative of the PSM. It is further agreed that the hours allowed are maximum hours, and the RPOA agrees they will use the total hours efficiently in an effort to prevent attaining such maximum hours. The carryover of any surplus hours will not be continued through the expiration of each year of this MOU.
- B. Whenever practicable, the RPOA representative shall notify the Chief at least twenty-four (24) hours prior to the use of said time.
- C. Appropriate procedures will be implemented to assure both the City and the RPOA that they have up-to-date information so that in the event there are abuses of this privilege, appropriate action may be immediately taken by the City and the RPOA. In the event special meetings are called by the City or a RPOA representative is requested to engage in such activity by the City, such time shall not be charged against total allowable RPOA hours. Such release time hours are in addition to reasonable release time provided to RPOA representatives for purposes of negotiating a collective bargaining agreement. Negotiations shall be defined to include both actual table time as well as reasonable time for the team to meet privately in advance of actual table sessions with City representatives.

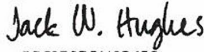
ARTICLE 35. NON-DISCRIMINATION

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

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WHEREAS, the parties hereto have entered into this MOU on the date written above.

CITY OF ROCKLIN

DocuSigned by:

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Jack Hughes, Lead Negotiator
Liebert, Cassidy, Whitmore

6/23/2022 | 9:29 AM PDT

Date

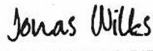


Aly Zimmermann, City Manager

07/06/2022

Date

ROCKLIN POLICE OFFICERS' ASSOCIATION

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Jonas Wilks, RPOA President

6/23/2022 | 7:47 AM PDT

Date

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Timothy Talbot, RPOA Business Agent

6/22/2022 | 4:48 PM PDT

Date

