

RESOLUTION NO. 2015-176

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN  
APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF ROCKLIN AND AFSCME COUNCIL 57, LOCAL 146 AFL-CIO  
REPRESENTING CITY OF ROCKLIN PUBLIC SERVICE EMPLOYEES

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

Section 1. The Memorandum of Understanding between the City of Rocklin and AFSCME Council 57, Local 146 AFL-CIO in the form attached hereto as Exhibit A and incorporated herein is hereby approved.

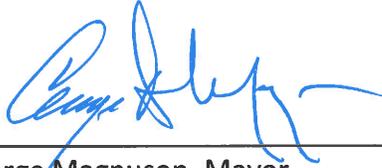
PASSED AND ADOPTED this 14th day of July, 2015, by the following vote:

AYES: Councilmembers: Yuill, Ruslin, Janda, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: Butler

ABSTAIN: Councilmembers: None

  
\_\_\_\_\_  
George Magnuson, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Ivanusich, City Clerk

**(Exhibit A)**  
**Memorandum of Understanding**

**AFSCME COUNCIL 57, LOCAL 146 AFL-CIO**  
**Representing**  
**CITY OF ROCKLIN PUBLIC SERVICE EMPLOYEES**



**Term of Agreement**  
**July 1, 2015-June 30, 2018**

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MEMORANDUM OF UNDERSTANDING

CITY OF ROCKLIN AND ROCKLIN PUBLIC SERVICE EMPLOYEES (AFSCME)

THIS MEMORANDUM OF UNDERSTANDING entered into this 14th day of July, 2015, between the City of Rocklin, a municipal corporation, ("the City"), and AFSCME Council 57 Local 146, AFL-CIO representing the City of Rocklin Public Service Employees Bargaining Unit ("the Union") as follows:

**SECTION I - GENERAL**

**ARTICLE 1. DEFINITIONS**

1. AFSCME - AFSCME Council 57, Local 146 AFL-CIO representing the City of Rocklin Public Service Employees Unit.
2. Base Rate - An employee's rate of pay expressed in terms of an hourly or monthly rate exclusive of any special forms of compensation or overtime premiums.
3. City - The City of Rocklin.
4. Continuous Service - (Pursuant to Article 55.-III.-a., Layoff/Reduction in Force only) – The employee's total continuous service since date of appointment to a regular full-time position in the classification without break or interruption. Approved leaves taken in accordance with FMLA/CFRA regulations and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service.
5. Day - A period of time between any midnight and the midnight following unless defined differently in a particular article or section.
6. Day - (Pursuant to Article 53, Grievance Procedure and Article 58, Discipline only) - A day the City Manager's office is open for business.
7. Day Shift - The shift where one-half (1/2) or more of the scheduled work hours fall between the hours of 6 a.m. and 6 p.m. (for purposes of shift differential).
8. Delivery or Deliver to the Employee - Either personal delivery to the employee or the placing of the notice in the United States Mail.
9. Demotion - Either the movement of an employee to another classification where the top step of the salary range is less than the top step of the employee's current classification OR the movement of an employee to a lower step within the employee's current salary range. Changes in classification/salary pursuant to Article 49, Reclassifications, and Article 55, Layoff/Reduction in Force, are exempted from this definition.
10. Domestic Partner - As defined in California Code, Section 297.

11. Employee - A member of the City of Rocklin Public Service Employees bargaining unit.
12. Exempt Employee - An employee whose job duties exempt him or her from certain state and federal wage and hour requirements including the payment of overtime compensation.
13. Extended Period - An absence of two (2) weeks or more.
14. Grievance - A claimed violation, misapplication, or misinterpretation of a specified provision of this Agreement which adversely affects the grievant.
15. Grievant - 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.
16. 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.
17. Lateral Transfer - The movement of an employee to another position in the same classification in a different department.
18. Memorandum - This Memorandum of Understanding ("MOU") or any future memorandum of understanding as the context may require.
19. 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.
20. Night shift - The shift where one-half (1/2) or more of the scheduled work hours fall between the hours of 6 p.m. and 6 a.m. (for purposes of shift differential.)
21. On-Call - See Stand-by.
22. Overpayment - Any amount of compensation (base salary, overtime, leave usage/accruals, premium pay, or payroll deductions) that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to administrative, clerical, or system errors.
23. Overtime - Any time worked in excess of forty (40) hours in any workweek. Designated paid holidays specified in this MOU will also be treated as time worked for the purpose of calculating overtime.
24. Paid hours - Regular, sick, vacation, Compensatory Time Off (CTO), and holiday hours.
25. Personnel Rules - The rules and regulations for personnel and employees of the City, as adopted and amended by the City Council.

26. 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.
27. Probationary Status - The status of an employee who is serving a probationary period for the position and/or classification in which he/she is currently employed.
28. Promotion - The advancement of an employee from a position in one classification to a position in another classification having a higher maximum rate of pay.
29. Purely Personal Possessions - Includes employee's purse, backpack, or briefcase.
30. Reasonable Suspicion - 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.
31. Reasonable Time - (Pursuant to Article 53, Grievance Procedure only) A time period of two hours unless additional time is approved by the Human Resources Division.
32. Reclassification - A change in the classification level of an individual position by raising it to a higher classification, reducing it to a lower classification, or by moving it to another classification at the same level on a basis of significant changes in kind, difficulty, or responsibility of the work performed in the position.
33. Regular Full-Time Employees - Those employees working in a regular full-time position (32 hours per week or more), regardless of probationary status.
34. 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.
35. Regular Rate - An employee's base rate plus any special forms of compensation (i.e., Shift Differential, Out of Class, Longevity, Education Incentive, Stand-by Pay) that will be included when determining the appropriate rate of compensation for overtime worked, CTO pay-out and similar calculations.
36. Stand-by - When an employee is required to or volunteers to make himself or herself available to be called back to work on off duty hours on an as needed basis.
37. Supervisor - The individual who is assigned responsibility for directing the work of designated full-time regular employees; for effectively recommending decisions to hire, discipline, promote, and/or discharge, for making recommendations to resolve grievances, and for day-by-day assignment and review of the performance of designated employees.
38. Temporary Employees - Employees hired to fill special project needs or to work in a part-time or temporary assignment. These types of employees are not covered under the AFSCME Memorandum of Understanding or any other bargaining unit.
39. Total City Seniority - An employee's length of employment measured from the most recent date of employment or re-employment in a regular full-time position. For purposes of calculating seniority, time

spent in temporary or part-time status through funding such as GAIN or CETA prior to appointment to a regular position will not be included.

40. Underpayment - Any amount of compensation (base salary, overtime, leave usage/accruals, premium pay, or payroll deductions) that has been underpaid or under credited to an employee, regardless of the reason, including but not limited to administrative, clerical, or system errors.
41. Work schedule - The hours and days of work assigned to an employee.
42. Work shift - Day shift (between 6 a.m. - 6 p.m. daily) or night shift (between 6 p.m. - 6 a.m. daily).
43. Workweek - Either the period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday (in the case of a traditional 5/8 schedule or an alternate 4/10 schedule) or the period beginning at 12:01 p.m. Friday and continuing until 12:00 p.m. the following Friday (in the case of an alternate 9/80 schedule).
44. Y-Rate – When the employee’s existing salary step is frozen until adjustments to the employee’s salary causes it to fall within the salary range.

## **ARTICLE 2. INTENT**

This MOU is intended to be the agreement of the parties reached after meeting and conferring in good faith, pursuant to the requirements of the Meyers-Millias-Brown Act. This MOU constitutes the entire understanding of the parties with respect to the articles covered by the MOU, and all previous memoranda and resolutions of the City and Council in regard to salaries or fringe benefits for the Union are hereby expressly superseded. All amendments hereto shall be valid only when made in writing and approved by each party.

## **ARTICLE 3. RECOGNITION**

### Majority Representative

The City recognizes AFSCME Council 57 Local 146 AFL-CIO as the majority representative for regular full-time employees that are working in classifications presently assigned to, or that in the future, are assigned to the Union, except those employees who are appointed to positions not classified as regular full-time.

## **ARTICLE 4. TERM**

This Memorandum of Understanding (MOU) shall be in full force and effect upon final approval by the City Council. The term of this MOU shall be from July 1, 2015 until midnight, June 30, 2018.

## **ARTICLE 5. SUCCESSOR MEMORANDUM OF UNDERSTANDING**

In order to begin negotiations on a successor MOU, the Union shall notify the City in writing of the membership of its bargaining team no later than forty-five (45) days prior to the expiration of the current agreement.

**ARTICLE 6. PROBATIONARY PERIODS**

The probationary period is 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.

- I. All employees in the Union shall serve an initial probationary employment period of twelve (12) months of continuous service upon employment or reemployment. Upon promotion to a higher classification, the probationary period shall be six (6) months of continuous employment in the higher class. The probationary period may be extended for up to six months if the employee's overall evaluation rating is below "meets standards."
- II. Reclassification and job title change shall be exempt from probationary periods.
- III. A probationary period may be extended due to a prolonged absence of the employee. A prolonged absence shall be defined for this section as a minimum of 30 calendar days. The extension of the probationary period will not exceed the length of the absence.
- IV. If a promoted employee does not successfully complete the probationary period in the classification to which he/she was appointed, the employee shall be reduced to the classification in which he or she previously worked, unless the reason for rejecting the employee during the promotional probationary period would have been sufficient to cause dismissal from the former position as well. The employee shall serve any remaining portion of the probationary period for the previous classification that was not completed prior to promotion.

**ARTICLE 7. PERSONNEL RULES**

The Personnel Rules of the City are no longer incorporated within this MOU. When a provision of the Personnel Rules is inconsistent with the MOU, the language contained in the MOU shall govern.

**ARTICLE 8. AMERICANS WITH DISABILITIES ACT**

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

II. Accommodation

- A. The Union recognizes that the City has the legal obligation to meet with the individual employee to be accommodated in order to determine what adjustment in working conditions is necessary, if any.
- B. Any accommodation provided to an individual protected by the ADA shall not establish a past practice. Nothing, however, in this provision shall preclude the Union from utilizing the established grievance procedure, or any other means available by law, to challenge an alleged misapplication or abuse of this provision.

**ARTICLE 9. CITY RIGHTS AND RESPONSIBILITIES**

- I. 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:
  - A. 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 determine the policies, procedures, and standards for selection, training, and promotion of employees; to determine job specifications, including minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and to establish, modify, determine, or eliminate job classifications and allocate City positions to such classifications, 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.
  - B. 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 10. COMPLETION OF BARGAINING**

I. Waiver

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

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. AFSCME agrees that under no circumstances during the term of this Agreement will AFSCME recommend, encourage, cause, or permit its members to initiate, recognize, or participate in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as a work stoppage), 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 Union, 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 11. SEVERABILITY OF PROVISION**

Should any section, clause or provision of the MOU be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause, or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this MOU. In the event of such invalidation, the parties agree to meet and confer regarding substitute provisions to those rendered or declared illegal.

**ARTICLE 12. EXEMPT EMPLOYEES**

Exempt employees will be governed by the terms and conditions of the articles of this MOU.

**SECTION II – COMPENSATION**

**ARTICLE 13. COMPENSATION**

- I. Salaries for the employees in the Union shall be according to the salary schedule attached hereto as Exhibit A and by this reference incorporated herein.
- II. During the term of this Agreement, salaries for all classifications will be adjusted as follows:
- |            |         |                         |
|------------|---------|-------------------------|
| Effective: | 7/1/15: | 4.0 % Salary Adjustment |
|            | 7/1/16: | 2.0% Salary Adjustment  |
|            | 7/1/17: | 2.0% Salary Adjustment  |
- III. It is to the mutual benefit of bargaining unit employees and the City to stabilize and control health care expenses to the extent practicable. To further that goal, the Union 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 Cal. Government Code 22983, and the City will increase the salary adjustments reflected in II above by an additional one percent (1%) for each of the first two years and 1.5% for year three (3) for a total of a:
- five percent (5%) increase July 1, 2015,
  - three percent (3%) increase effective July 1, 2016, and
  - three and one-half percent (3.5%) increase effective July 1, 2017.
- IV. The City and the Union agree that the following agencies will be used to survey for compensation and benefits:
- |                 |                         |
|-----------------|-------------------------|
| City of Davis   | City of Roseville       |
| City of Folsom  | City of West Sacramento |
| Placer County   | City of Yuba City       |
| City of Lincoln |                         |

**ARTICLE 14. OVERTIME/COMPENSATORY TIME OFF**

- I. Overtime Payment
- A. Overtime will be paid for all Union members.
- B. Employees who are required to work in excess of forty (40) paid hours in a workweek shall be compensated at time and one-half of their regular hourly rate. Sick leave, vacation, and CTO, are not considered time worked for purposes of computing overtime.
- C. Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their regular hourly rate for all hours worked in excess of the twelve (12) continuous hours. The payment of double time for these hours will offset the City's requirement to pay for those hours at an overtime rate if an employee is compensated for more than 40 hours in that week. All "double

time” overtime shall be paid in salary, and employees are not eligible to receive CTO for double time overtime.

- D. When the City approves an employee’s attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceeds the employee’s regular commute time. The double time payment after 12 continuous hours worked (Section C above) does not apply to off-site training events.

## II. Compensatory Time-Off (CTO)

- A. Employees may choose to accrue Compensatory Time Off hours in lieu of receiving pay for overtime hours worked.
- B. In no event shall an employee accrue CTO hours in excess of sixty-four (64) actual hours. These hours shall be recorded at the time and one-half rate; i.e., up to a maximum of ninety-six (96) hours CTO may be earned. Once an employee has been credited with compensatory time, the employee may not receive a lump sum payment for the hours accrued unless the employee is separated from City service. Upon separation the employee will be paid at his/her hourly rate for the remaining compensatory balance.
- C. Employees are expected to request the use of accrued CTO in accordance with the procedures and timelines established by each department or division. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements. When the employee is carrying the maximum CTO hours, all overtime must be paid at time and one-half in the pay period worked. In pay period 24, the City shall pay the employee for up to 40 CTO hours earned through the previous pay period at the then current regular rate of pay.
- D. The department director or his/her management designee shall have the sole discretion in approving or denying the use of accrued CTO hours.

## III. Overtime Assignments

- A. Within each job classification, qualified regular full-time employees within each division shall be offered overtime work prior to the offering of overtime work to qualified temporary employees. If no specialized skills are required, overtime will be offered by seniority by department.
- B. Scheduled overtime shall be offered to employees within each job classification within each division or department by seniority per occurrence.
  - 1. An extension of a work shift is not considered scheduled overtime. A shift extension is not subject to “B” above.
- C. Employees have the option to accept or decline to work scheduled non-emergency overtime. However, if no employee accepts the scheduled overtime assignment, the City shall assign the least senior employee who is qualified and available to work the overtime assignment.
- D. Unscheduled overtime may be required of any employee at any time to respond to an unforeseeable emergency or situation where proper staffing is critical in the sole opinion of the City.

**ARTICLE 15. CALL-BACK PAY**

When an employee is called back to work after he/she has completed an assigned shift, the employee shall receive a minimum of 2 hours of compensation, in the form of pay or Compensatory Time Off (CTO) at the employees' discretion, accrued at 1.5 times the employee's hourly rate. Time worked for which the employee is entitled compensation shall include reasonable travel to the worksite. Call-back pay shall not apply to situations where the employee has been retained on duty by the employee's supervisor beyond the end of the employee's shift. If this occurs, the employee will be paid for all actual hours worked (at time and one half if exceeding 40-hours within the work week).

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

**ARTICLE 16. OUT-OF-CLASS PAY**

- I. When it is required by the Department Head or designee 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 (5%) percent above the regular base pay of the employee for all hours worked in the higher classification. Such pay shall be a minimum of the "1" step of the higher classification, and no more than the maximum of the highest step of the higher classification.
- II. Eligibility for out-of-class pay will be subject to the following conditions:
  - A. The employee must meet the minimum qualifications of the higher classification.
  - B. The assignment to work in the higher classification must be made by the Department Head or designee.
  - C. Employees who are assigned to the higher class must be required to perform a substantial number of the essential tasks of the higher level position.
  - D. An employee will be eligible for out-of-class pay when assigned to perform the duties of a higher classification for at least ten (10) consecutive work days. When an assignment meets these eligibility conditions, the employee shall be paid retroactive to the first date of the assignment and shall continue for the remainder of the assignment.
  - E. Out-of-class hours must be noted on the timesheet.
- III. Assignment to out-of-class positions shall be limited to four (4) months from date of appointment. After four (4) months, the employee shall be returned to their original position.

**ARTICLE 17. STANDBY PAY/ON-CALL**

Any employee who is required to remain on standby for call back outside of a regularly scheduled work shift shall receive \$2.25 pay for each hour assigned to standby. Compensated standby hours shall not be included in hours worked for overtime pay calculations. When applicable, employees shall be offered rotational standby duty on a voluntary day-to-day as needed basis. The City reserves the right to assign employee(s) on a rotational basis to

the on-call program if the number of qualified volunteer employees is insufficient. Employees who are called in to work while on standby duty shall be compensated in accordance with the provisions of Article 15, Call-Back Pay. Employees shall adhere to the applicable departmental Standby policy (a.k.a. On-Call Policy) until such time as the City develops a City-wide Standby policy utilizing the meet and confer process with the Union.

**ARTICLE 18. SHIFT DIFFERENTIAL PAY**

**Eligibility**

An employee shall receive a shift differential of 6% of base pay for all hours worked when one-half (1/2) or more of the regularly scheduled work hours fall between the hours of 6 p.m. and 6 a.m. The shift differential will not apply to employees whose regular shifts are day shifts and who are receiving overtime compensation for working additional hours which may fall outside of the day shift. Actual hours worked must be noted on time sheet (i.e., 2 p.m.-10 p.m.).

**ARTICLE 19. LONGEVITY PAY**

- I. The City will maintain the longevity pay program for employees in classifications assigned to the Union, as follows:
  - A. When an employee has completed seven (7) years of service in the City, he/she will receive a longevity differential of 2.5% of base pay.
  - B. When an employee has completed ten (10) years of service in the City, he/she will receive a longevity differential of 5.0% of base pay.
  - C. When an employee has completed fifteen (15) years of service in the City, he/she will receive a longevity differential of 7.5% of base pay.
  - D. Time worked in temporary status prior to appointment to a regular position, or time worked under job training agencies or programs such as CETA, SYETA, GAIN, or similar funding will not be credited toward eligibility for longevity differential.
  - E. Employees hired on or after July 1, 2012 shall not be eligible for Longevity Pay.

**ARTICLE 20. EDUCATION INCENTIVE PAY**

- I. All employees shall be eligible for education incentive pay as follows:
  - A. Associate's Degree: \$75.00/Mo.
  - Bachelor's Degree: \$125.00/Mo.
  - Master's Degree: \$150.00/Mo.

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

- B. Education Incentive pay shall not be applicable to employees in those classifications that require an Associate's or Bachelor's degree as a minimum qualification to work in the class.

II. Effective Dates

- A. Payment of education incentive will begin effective the first day of the pay period following when the employee provides the Human Resources Division with the appropriate documentation, which would include a copy of the transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Division of his/her eligibility for education incentive and to provide the appropriate documentation.
- B. Employees hired on or after July 1, 2012, shall not be eligible for the Education Incentive Pay pursuant to this Article.

**ARTICLE 21. EFFECTIVE DATES**

- I. The City shall implement all salary changes at the beginning of the pay period that includes the effective date of the change.

**ARTICLE 22. SALARY DETERMINATION: PROMOTION/DEMOTIONS**

I. Promotions

Upon promotion, an employee shall receive a minimum of five percent (5%) salary increase, 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.

II. Demotions

Demotions may only occur on a voluntary or disciplinary basis. In the event an employee voluntarily demotes for non-disciplinary reasons to a classification with a lower salary range, the employee shall be placed at the step in the salary range closest to but not above his/her previous hourly rate. Demotions shall become effective at the beginning of a pay period.

**SECTION III - BENEFITS AND REIMBURSEMENTS**

**ARTICLE 23. HEALTH, DENTAL, VISION, LONG-TERM DISABILITY, LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

I. Availability and Eligibility

The City agrees to provide insurance benefits covering health, dental, vision, long-term disability, life and AD&D for those employees who are qualified in accordance with plan specifications. Dependent coverage will be available on the health, dental, and vision plans.

II. Selection of Carriers

The employee shall choose their health insurance plan from those plans made available in this geographic area through the Health Benefits Division of the Public Employees Retirement System (PERS). The dental, vision, long-term disability, 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 Union members are substantially the same or better.

III. Employee Benefit Package

A. The employee benefit package will include:

Selected Health Plan  
Family Dental Plan (with PPO option)  
Family Vision Plan  
\$50,000 Life Insurance and AD&D  
Long Term Disability Insurance (90-day waiting period)

IV. Premiums

A. Health Insurance

The employee will pay any costs that exceed the City's contribution for health insurance.

1. The City will contribute a maximum of \$1,093 per month towards the cost of health insurance.

If another unit in the City receives a higher contribution towards health insurance during the term of this MOU, the Union will receive the same higher contribution.

B. Dental, Vision, Long Term Disability, Life and Accidental Death and Dismemberment Insurance

1. The City will pay the full cost of coverage for a family dental plan, a family vision plan, long term disability insurance, and \$50,000 life and accidental death and dismemberment insurance.

V. Payroll Deduction

- A. The employee will pay the amount their benefit package cost exceeds the City's contribution by authorizing biweekly payroll deductions.
- B. The Union may request payroll deduction for the premiums for up to two (2) additional union-sponsored benefit programs to be paid 100% by the employee when ten (10) or more employees choose to enroll in the plan.
  - 1. The City will no longer allow the payroll deduction if the enrollment in the program drops to five employees or less.

VI. Health Coverage Reduction Incentive

- A. Each Employee is eligible for full family coverage for health insurance. Should an Employee require less than full family coverage, he/she is eligible to participate in the cost savings with the City.
- B. Employees who participate in the program must continue to maintain their coverage in the City's dental, vision, life and AD&D, and long term disability plans. Participation in these plans is required for all Employees ("Required Coverage – Employee Only").
- C. 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 office.
- D. Participants in the program will receive their share of the cost savings as taxable income.
- E. Participants in the program will receive benefits as follows:

Family Coverage for dental & vision – no health	\$225/month
Required Coverage – Employee only	\$250/month
Full coverage for employee and 1 named dependent	\$75/month
Full coverage – employee only	\$175/month
- F. In no event shall the Health Coverage Reduction Incentive, in combination with the current coverage expenditure for the individual employee, exceed the current health expenditure cap set forth in Section IV. A. 1. of this Article.

**ARTICLE 24. STATE DISABILITY INSURANCE BENEFITS (SDI)**

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

**ARTICLE 25. FLEXIBLE SPENDING PLAN**

- I. 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 (\$2,550 for the calendar year starting January 1, 2015) per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. If the maximum amount changes under IRS Section 125 then the City will abide by that new amount. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. The maximum amount allowed for child care and adult dependent care is \$5,000 a calendar year. 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.
- II. The City reserves the right to change carriers at any time, provided that plan benefits to Union members are substantially the same or better.

**ARTICLE 26. RETIREMENT BENEFITS**

I. Tier I Classic Employees (Hired before 7/1/12)

These are employees who worked for the City of Rocklin before 7/1/12, who are CalPERS members, and meet the definition of a Classic Member as determined by CalPERS.

A. Tier I Classic Employees - Retirement Plan

1. The City agrees to maintain membership and to continue to contract with the State of California Public Employees Retirement System (PERS) plan during the term of this Agreement. The plan will have the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

Section 21574, 1959 Survivors Benefit, Fourth Option  
Section 20965, Credit for Unused Sick Leave  
Section 20042, One Year Final Compensation  
Section 21354, 2% @ 55

B. Tier I Classic Employees - Retirement Member Contribution

1. Effective 7/1/15 the employee shall contribute the full seven percent (7%) of his/her salary towards the individual employee's retirement contribution.
2. Effective July 1, 2017 the employee shall contribute one percent (1%) of his/her salary towards the **employer's** retirement contribution (for a total of 8% of the employee's salary).

C. Tier I Classic Employees - Deferred Compensation

1. The City will contribute up to \$100 per month in matching funds for employees who participate in a City-sponsored deferred compensation program.

II. Tier II Classic Employees (Hired on or after 7/1/12)

These are employees who were hired by the City of Rocklin on or after 7/1/12, who are CalPERS members, and meet the definition of a Classic Member as determined by CalPERS.

- A. The City agrees to maintain membership and to continue to contract with the State of California Public Employees Retirement System (PERS) plan during the term of this Agreement. The plan will have the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

Section 21574, 1959 Survivors Benefit, Fourth Option  
Section 20965, Credit for Unused Sick Leave  
Section 20042, One Year Final Compensation  
Section 21354, 2% @ 55

B. Tier II Classic Employees - Retirement Member Contribution

1. Employee's shall contribute the entire seven percent (7%) of salary toward the employee's contribution.
  2. Effective July 1, 2017 the employee shall contribute one percent (1%) of his/her salary towards the **employer's** retirement contribution (for a total of 8% of the employee's salary).
- C. Tier II Classic employees shall not be eligible for the City's matching of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program.

III. Tier III PEPRA Employees (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 six months, or do not meet the definition of a Classic Member as determined by CalPERS.

- A. For Tier III PEPRA employees, the City will contract with the State of California Public Employees Retirement System (CalPERS) for the 2% @ 62 retirement formula for miscellaneous employees as required by law, with the following options:

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

- B. Tier III PEPRA employees will make employee contributions as required by State law, and in addition will contribute the following amounts:

1. Effective July 1, 2017 the employee shall contribute one percent (1%) of his/her salary towards the **employer's** retirement contribution.

- C. Tier III PEPRA employees shall not be eligible for the City's matching of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program.

**ARTICLE 27. RETIREE HEALTH BENEFITS**

The Union 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 Cal. Government Code 22983. 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.

Eligible retirees shall receive 100% of the City's contribution towards their post-retirement health benefits as described in Article 23 – Health, Dental, Vision, LTD, Life and AD&D Insurance.

Once a retiree becomes Medicare eligible, CalPERS requires the retiree (or survivors) and their dependents to enroll in both Medicare Part A and Part B to remain eligible for CalPERS health coverage. A Certification of Medicare Status form is required and CalPERS will change the health coverage to a Supplement to Medicare or Medicare Advantage plan.

**ARTICLE 28. UNIFORMS**

- I. The City will provide work uniforms and the laundering thereof for employees in the classifications listed in Paragraph III, below. Employees in those classifications will be required to wear the uniforms at all times while on duty. Supervisors may be exempted from this requirement with the approval of the appropriate Department Head.
- II. The City will provide one winter safety jacket to employees in these classifications upon appointment. Maintenance of safety jackets will be the responsibility of the employee. The City will repair or replace each jacket once due to damage or wear on the job. An employee is eligible for one replacement jacket every three years.
- III. These classifications receive uniforms and jacket:

- Building Maintenance Worker
- Building Maintenance Supervisor
- Building Trades Worker
- Code Enforcement Officer
- Equipment Mechanic I/II
- Facilities Maintenance Supervisor
- Fleet Services Supervisor
- Irrigation Maintenance Technician
- Landscape Inspector
- Landscape Services Supervisor
- Landscape Services Trades Worker
- Landscape Services Worker
- Senior Building Maintenance Worker
- Senior Irrigation Maintenance Technician
- Senior Street Maintenance Worker
- Senior Traffic Control and Lighting Technician
- Street Maintenance Supervisor
- Street Maintenance Worker

Traffic Control and Lighting Technician  
Traffic Maintenance Assistant  
Traffic Maintenance Supervisor

These classifications receive jacket only:

Building Inspector I/II  
Construction Inspector I/II  
Engineering Technician I/II  
GIS/Engineering Technician  
Public Works Inspector I/II  
Senior Building Inspector/Plans Examiner  
Senior Construction Inspector  
Stormwater Engineering Technician I

**ARTICLE 29. SAFETY SHOES/SAFETY GLASSES**

I. Safety Shoes

- A. Each employee in the classifications listed below shall receive an annual safety shoe allowance of \$250.00. The annual safety shoe allowance will be paid in equal payments each pay period.
- B. Designated Classifications include:

Assistant Land Surveyor  
Building Inspector I/II  
Building Maintenance Supervisor  
Building Maintenance Worker  
Building Trades Worker  
Code Enforcement Officer  
Community Development Inspector  
Construction Inspector I/II  
Engineering Technician I/II  
Equipment Mechanic I/II  
Facilities Maintenance Supervisor  
Fleet Services Supervisor  
GIS/Engineering Technician  
Irrigation Maintenance Technician  
Landscape Services Supervisor  
Landscape Services Trades Worker  
Landscape Services Worker  
Plan Check Engineer  
Public Works Inspector I/II  
Senior Building Inspector  
Senior Building Maintenance Worker  
Senior Street Maintenance Worker  
Senior Traffic Control and Lighting Technician  
Stormwater Engineering Technician I  
Street Maintenance Supervisor

Street Maintenance Worker  
Traffic Maintenance Supervisor  
Traffic Control and Lighting Technician

If a new classification not currently on the salary schedule is established that requires safety shoes then the provisions of this article shall apply.

- C. Employees receiving such allowance shall be required to wear safety shoes at all times while performing their duties.

II. Safety Prescription Glasses

- A. During the term of this Agreement, the City will pay any reasonable cost up to a maximum of \$275 per employee for the provision of safety prescription glasses when:
  - 1. Such glasses are required in the work of the employee; and
  - 2. The employee has submitted a claim for these costs to the vision insurance plan and has been notified that such costs cannot be reimbursed under the plan; and
  - 3. The glasses are required because a newly-hired employee does not currently possess prescription safety glasses and must wear prescription lenses at all times; or because a current employee is diagnosed with a change in his/her lens prescription.
- B. The City will pay only for reasonable costs which are not covered by the vision insurance plan. Should an employee receive reimbursement from both the City and the vision plan which exceed the total cost of the glasses, the employee will refund to the City any amount received in excess of the total cost of the glasses.

III. Reimbursement For Prescription Safety Glasses

- A. Reimbursement of damaged safety prescription glasses will be provided as follows:
  - 1. Reimbursement shall be authorized only when damage is caused by circumstances which arise out of employment, not from ordinary wear and tear or damage occasioned by the use of the glasses during off-duty hours.
  - 2. An employee must file a claim with the Human Resources Division for the repair or replacement of the damaged glasses, describing how and when the damage occurred, together with either:
    - a. A copy of the receipt of the original purchase; or
    - b. A copy of the receipt for the repair or replacement; or
    - c. An estimate of the repair or replacement cost on a form prepared by a vendor.

**ARTICLE 30. MILEAGE REIMBURSEMENT**

- I. When an employee is conducting City business or is authorized to attend off-site seminars, schools, or workshops which require them to travel, they shall use a City vehicle if an appropriate vehicle is available at their worksite. When a City vehicle is not available, the employee may use his/her privately-owned vehicle and be reimbursed at the current Internal Revenue Service rate. Use of privately-owned vehicles must be authorized in advance by the Department Director or Division Manager.
- II. Employees authorized to use a privately-owned vehicle shall be required to maintain their California operator's license in good standing including providing proof of insurance to the minimum limits as required by the California Motor Vehicle Code.

**ARTICLE 31. MEAL REIMBURSEMENT FOR EMERGENCY RESPONSE**

If an employee's normal work day is extended for emergency response duties for a period that exceeds two hours and the employee is not released from work for his/her regular meal time, the City will reimburse the employee for the cost of the meal not to exceed \$20 with a receipt, or provide a meal of equivalent value.

**ARTICLE 32. CLASS A DRIVER'S LICENSE**

- I. Designated Classifications
  - A. Employees in the following classifications may be required to hold a Class A Driver's License:
    - Equipment Mechanic I/II
    - Fleet Services Supervisor
    - Landscape Services Supervisor
    - Landscape Services Trades Worker
    - Landscape Services Worker
    - Senior Street Maintenance Worker
    - Street Maintenance Supervisor
    - Street Maintenance Worker
- II. Department of Transportation Regulations
  - A. Employees in classifications requiring a class A driver's license will be subject to Department of Transportation regulations pertaining to safety sensitive positions as set forth in of the Code of Federal Regulations Title 49: Transportation , Part 40.
- III. Periodic Physical Examinations
  - A. Employees who are required to hold such a license must complete a periodic physical in accordance with Department of Motor Vehicles regulations. In order to meet this requirement, the employee may:
    1. Request that the examination be completed by a City-designated physician, in which case, the City shall make the appointment for the employee. Employees will be allowed time off for the appointment during the work day without loss of pay or leave. The City will pay for the cost of the examination.

2. Request accrued sick or vacation leave in order to have the examination completed by a physician of his/her choice. Employees will use accrued sick leave or vacation for this absence from duty, or, if sufficient paid leave has not been accrued, the absence will be charged to leave without pay. The City will reimburse the employee for the cost of the examination not covered by the employee's medical plan up to a maximum equal to the City's cost for a City-designated physician.

IV. Reimbursement

- A. The City will reimburse the employee for the costs for the original license. Renewals will be reimbursed, less the cost for a Class C license.

**ARTICLE 33. TUITION REIMBURSEMENT**

I. Eligibility and Approval

Employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in an accredited college, school or university, or for completing pre-approved adult education classes through an accredited high school. Adult education classes will be eligible for reimbursement only if directly related to the employee's job. Pre-approved, job-related extension courses or certificate programs offered through accredited colleges and universities are also eligible for reimbursement. To be eligible for reimbursement, the employee must submit, to the Department Head and to the Human Resources Division for approval, an education plan and goal. The plan shall include at least the following:

1. A statement of the employee's career and training objective for the next two-year period;
2. A narrative description of the types of training and instruction the employee desires to receive;
3. A statement demonstrating how the requested course work will benefit the City, and how such training will enhance the City's ability to complete its program, which will include the relevance of the plan to the employee's work assignment; and
4. A statement demonstrating how such proposed training will increase the employee's proficiency.

II. Reimbursement

- A. Upon completion of the course work, the employee must submit the following items to receive reimbursement:
  1. Copy of grade report evidencing completion of the course work with a grade of C or better.
  2. Itemized receipts showing items claimed for reimbursement.
  3. Items qualifying for reimbursement include:
    - a. Tuition (in-state only)
    - b. Required textbooks
    - c. Required supplies (based on a submitted copy of the instructor's list)

- d. Parking permits
  - e. Other required fees
4. Items NOT qualifying for reimbursement include:
- a. Medical service fee
  - b. Mileage
  - c. Items not required by the instructor
5. The maximum amount eligible for reimbursement will be \$750.00 per calendar year. With the approval of the Department Head and the Human Resources Division, an employee may apply the annual tuition reimbursement allowance to Certificate or Extension Programs such as those offered by UC Davis which meet the goals of the employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

**ARTICLE 34. TOOL ALLOWANCE**

- I. Each employee assigned to the classification of Fleet Services Supervisor and Equipment Mechanic I/II (hereinafter referred to as "employee"), shall be eligible to receive a tool allowance of \$500 payable each fiscal year upon the completion of his/her initial probationary period. When an employee completes the initial probationary period during a fiscal year, the annual amount shall be prorated accordingly, based on the number of days remaining in the fiscal year. The tool allowance shall be paid annually in the pay period following July 15th.
- II. Each employee shall maintain a set of adequate and appropriate mechanic's hand tools in accordance with the minimum tool requirements established by the City (See Appendix B). The tools will remain the property and the responsibility of the employee.
  - A. An annual inventory of each mechanic's tools will be prepared by the employee, approved by the department manager and submitted to Human Resources by June 1 of each year. The allowance will not be made until inventory is submitted.
  - B. Upon the purchase of new tools, it is the employee's responsibility to update the tool list, submit it to the department manager for approval, and forward the approved list to Human Resources.
- III. The City will reimburse employees for theft of their personally owned tools from City premises, subject to the following conditions:
  - A. A claim for reimbursement shall be submitted to the HR Division.
  - B. All tools must be engraved with a unique and individually identifiable mark. Employees may engrave their tools on City time and may use a City-supplied engraving tool.
  - C. Reimbursement will be provided only in the event of theft of a mechanic's tool or tools.
  - D. Reimbursement will be made only if the employee has filed with the Human Resources Division in advance of the theft, an inventory describing in sufficient detail each tool for which reimbursement is claimed. The inventory must be signed by the department manager to certify its correctness.

- E. A Department Incident Report, a copy of a Police report, and a copy of the sales receipt must accompany the claim for reimbursement.
- F. Reimbursement will be defined as the replacement value of a comparable quality tool(s) from the same manufacturer or a comparable manufacturer as determined by the manager and employee. A deductible of \$25.00 will apply to each incident.

IV. Catastrophic Loss

The City will reimburse employees for a loss of tools due to a catastrophic event such as fire or flood, or for the theft of their entire tool box.

**SECTION IV - LEAVES**

**ARTICLE 35. VACATION**

I. Policy

- A. Vacations shall be taken at the convenience of the City. The City may establish a schedule for each employee to ensure the City the level of staffing required to carry out its work program. However, subject to operational need, the City will make every effort to approve vacation requests.

II. Accrual and Use

- A. Vacation accrual is based on an employee's regular work schedule and includes all hours in paid status, exclusive of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Current full time employees will accrue vacation as follows:

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	15 (.05769 per hour)	232 hours
2	16 (.06154 per hour)	232 hours
3	17 (.06538 per hour)	232 hours
4	18 (.06923 per hour)	232 hours
5	20 (.07692 per hour)	232 hours
10	23 (.08846 per hour)	252 hours
15	25 (.09615 per hour)	272 hours
20	27 (.10385 per hour)	312 hours

The City reserves the right to require employees who currently have a balance above their maximum accrual to take time off. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements to reduce the accrued hours prior to December 31<sup>st</sup> of each year. Employees who reach their maximum accrual are not entitled to cash payment for any hours exceeding the maximum accrual.

- B. Vacation leave must be scheduled and approved in advance in accordance with the written procedures established for each department or division. After the first year of service, each employee must take one vacation period of no less than five (5) consecutive work days during a calendar year.
- C. The Department Head or designee shall approve, disapprove, or modify a vacation request within five (5) days of receipt of the request.

**ARTICLE 36. HOLIDAYS**

**I. Holiday Observance**

A. During the term of this MOU, the City will recognize the holidays listed below.

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

B. Holidays occurring on a Saturday will be observed on the preceding Friday. Holidays occurring on a Sunday will be observed on the succeeding Monday. An employee may not use a designated holiday as the employee's last day of employment. The employee must be in paid status at least one full day after the holiday to qualify for holiday pay.

C. If a non-date specific holiday falls on an employee's regular day off, the employee will be granted another paid day off contiguous to the employee's days off within the same pay period.

**II. Payment For Holiday Work**

In the event that City operations require an employee to work on a scheduled holiday, the employee shall be paid at time and one-half for all hours worked on the holiday. The employee shall also receive eight hours of holiday pay or by mutual agreement may schedule an alternative day off in lieu of holiday pay.

**III. Floating Holidays**

Floating Holidays will be eliminated and each employee will receive an additional sixteen (16) hours of vacation per year as outlined in Article 35.-Vacation-Section II. A.-Accrual and Use.

**ARTICLE 37. BEREAVEMENT LEAVE**

I. Each employee will be eligible for up to three (3) working days (24 Hours) of bereavement leave for purposes of bereavement following the death of a relative or domestic partner. If an employee requests additional time off for bereavement, an additional two days (16 hours) shall be allowed to be charged to accrued sick leave.

A. Relatives Covered

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

B. The following step/foster relationships are covered

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

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

II. Notification to City

The employee shall notify his/her supervisor not later than the beginning of the next work day 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 may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per Section I. above.

**ARTICLE 38. 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 60, Layoff/Reduction in Force. 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 their original position on completion of their 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, CTO and floating holidays 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. 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.
- B. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.
- C. Accrued leave will be coordinated with Disability or Workers Comp Benefits in accordance with Article 41, Sections III & IV.
- V. An employee will notify his/her supervisor and Human Resources Technician that the employee is requesting to take family care and medical leave and will provide the date the leave will begin and the anticipated date he/she will 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 and Human Resources Technician informed of any changes in his/her status and/or date of return to work.

#### **ARTICLE 39. 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.

This Article supersedes that Section of the City of Rocklin Personnel Rules entitled "Jury Duty."

#### **ARTICLE 40. MILITARY LEAVE**

Military Leave benefits shall be granted and compensated in accordance with the provisions of the State of California Military and Veterans Code, Sections 394 and 395, and per the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Any employee shall be entitled to receive full compensation for up to thirty (30) calendar days of active military duty each year. The City agrees to extend the period for continuation of pay and benefits from one month to twelve months. On the 31<sup>st</sup> day of active military duty, the City will start integrating with any military pay received by the employee.

For scheduled military training, a copy of the official order 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.

This Article supersedes that Section of the City of Rocklin Personnel Rules entitled "Employee Benefits and Miscellaneous Provisions."

The link to the California Military and Veterans Code is:

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=389-399.5>

The link to the Uniformed Services Employment and Reemployment Rights Act (USERRA) is:

<http://www.dol.gov/compliance/laws/comp-userra.htm#overview>

#### **ARTICLE 41. SICK LEAVE**

##### **I. Accrual and Cash Out**

- A. Full time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0461538461 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. This article supersedes that Section of the City of Rocklin Personnel Rules entitled "Sick Leave."
- B. An employee may accrue an unlimited amount of sick leave for the purpose of conversion to service credit at retirement (per Article 26).
- C. Upon separation in good standing for any reason other than service or disability retirement, and after completing five (5) years of employment with the City, an employee will be paid 20% of his/her accrued sick leave in excess of 200 hours.

##### **II. Use of Sick Leave**

Sick leave may be used in the event of one of the following circumstances:

- A. Actual illness or injury of the employee;
- B. The employee's exposure to a contagious disease;
- C. 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;
- D. 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. An employee may use sick leave to give blood for up to two (2) hours on four (4) occasions each calendar year. The maximum of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.

- F. 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.
- G. Employees who are off work for three (3) or more consecutive days due to a non-work related illness or injury shall, if requested, supply a medical release to the Human Resources Division signed by a physician stating that the employee may return to full or restricted duty. If returned to restricted duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place. Return to work may be delayed until such time as the City determines that the physician-imposed restrictions allows return to the employee's regular position with or without reasonable accommodations or placement on a Modified/Alternative Duty Program.

III. Coordination of Sick Leave & Disability Benefits

- A. Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related illness or 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:
    - a. If he/she has accumulated sick leave, be treated as on sick leave; and
    - b. Receive full 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 in a timely manner.
    - d. When all available leave hours, beginning with sick leave are exhausted he/she shall only receive SDI to the extent permitted by law.

IV. Coordination of Sick Leave & Workers Compensation Benefits

An 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 Section III above.

V. Coordination of Accrued Vacation, Floating Holidays & Compensatory Time Off (CTO) With Disability, & Workers Compensation Benefits

- A. An employee who is on leave due to either a work-related or non work-related injury or illness and whose sick leave is exhausted will continue to receive full salary, which shall be a combination of accrued vacation, floating holidays, and/or Compensatory Time Off and State Disability or Workers Compensation benefits.
- B. When accrued leaves are exhausted, an employee shall be placed on leave without pay in accordance with Article 43 of this agreement.

**ARTICLE 42. MATERNITY LEAVE**

I. Length of Leave Allowed

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

II. Use of Leave

The employee may elect to use any accrued unused leave time to cover the period of her disability leave, which would otherwise be unpaid. During the period of her disability, an employee's paid leave will be integrated with any State Disability benefits she may receive. Any accrued vacation leave, or other accrued time off may be used at the option of the employee before an employee's unpaid leave begins, except as provided below.

- A. During the period of her disability, an employee's paid leave will be integrated with any State Disability benefits she may receive.
- B. An employee may retain up to forty (40) hours of accrued vacation leave for use upon her return from maternity leave.
  - 1. The retained vacation leave may be used for purposes of sick leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.
  - 2. Vacation leave used for this purpose will be used in increments of no less than two (2) hours.

III. Extension of Leave

- A. An employee may request to use family leave to extend her maternity leave as follows:
  - 1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave per the California Family Rights Act (CFRA) in accordance with California Government Code Section 12945.2. Bonding Leave must be taken in increments of two (2) weeks or more, however on two (2) occasions the employee may take such leave in smaller increments.
  - 2. An employee who has not recovered from the pregnancy-related disability upon expiration of the four (4) months to which she is entitled under Govt. Code Section 12945 (b) (2) may request up to twelve (12) weeks family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.
- B. An employee who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave, may request an extension of her leave of absence for an additional ninety (90) days under the terms and condition of Article 43, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.
- C. Except where specifically stated in this policy, Maternity leave will be governed by the terms and conditions of Article 43, Leave of Absence Without Pay.

**ARTICLE 43. LEAVE OF ABSENCE WITHOUT PAY**

- I. Leave of absence without pay may be granted to any employee with the approval of the Department Head or his/her designee for: (1) illness beyond that covered by sick leave; or (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 have received a satisfactory performance appraisal and no formal disciplinary actions in the 12 months prior to the request.
  - B. Terms and conditions of the leave shall be specified in writing.

II. Duration

Leave of absence may be granted for a period not to exceed ninety (90) days. At the request of the employee, the City Manager may extend a leave of absence up to an additional ninety (90) days. The City Manager will consider the employee's circumstances and balance those needs against the impacts to the City created by the employee's continued absence.

III. Revocation of Leave of Absence

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

IV. Return Upon Expiration of Leave of Absence

- A. Upon the expiration of a personal leave of absence or a non-work related injury or illness, the employee shall be returned to his/her former position.
- B. Upon a release from work-related injury or illness, the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former position or an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified. The salary for the employee in the reassigned position will be established in accordance with Section III of Article 49, Reclassifications.

V. Non-Qualifying Service

Leave of absence of 30 days or more shall not be counted as qualifying service for the purposes of accruing vacation, sick leave, and merit salary adjustments. An employee on leave who has exhausted his/her maintenance of benefits extension granted under FMLA and CFRA may maintain health, dental, vision, LTD and life insurance policies by remitting full monthly premium payments to the City or to the individual carriers if so directed by the City. The City will pay no portion of such premium while the employee is on unpaid leave.

VI. Leave Usage

All accrued vacation, and Compensatory Time Off (CTO) must be used prior to the effective date of leave of absence without pay.

**SECTION V - TERMS AND CONDITIONS OF EMPLOYMENT**

**ARTICLE 44. HOURS OF WORK**

I. Workweek

Either the period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday (in the case of a traditional 5/8 schedule or an alternate 4/10 schedule); or the period beginning at 12:01 p.m. Friday and continuing until 12:00 p.m. the following Friday (in the case of an alternate 9/80 schedule).

II. Work Schedule

- A. Regular full-time employees will be scheduled to work five (5) consecutive eight (8) hour days for a total of forty (40) hours per week.
- B. Depending upon operational needs of the department or division to which the employee is assigned, the hours of work may be scheduled during the day shift (between 6 a.m. to 6 p.m.) or the night shift (between 6 p.m. to 6 a.m.).
- C. Ordinarily, the work hours will be scheduled consecutively (8 a.m. - 5 p.m., for instance), Monday through Friday. Exceptions to the work schedule can be established by the City, and assignments to the new schedule may be mutually agreed between individual employees and the City. Once agreed upon, the employee may notify the Union.

If mutual agreement cannot be reached between the City and individual employees concerning the exception, the City shall assign the least senior qualified and available employee in the classification to the newly scheduled workweek. The City reserves the right to establish work schedules to meet its operational needs.

- D. Employees may request an Alternate Work Schedule by completing an Alternate Work Schedule Request Form. Approval of an Alternate Work Schedule shall be on a case-by-case basis and at the sole discretion of the City.

III. Work Shift or Work Schedule Change

- A. In the event the City intends to make a permanent change to an employee's assigned shift or work schedule, the City will provide the employee with written notice at least thirty (30) calendar days in advance of the date of change.
- B. In the event the City intends to make a temporary change of thirty (30) to sixty (60) days, the City will provide the employee with written notice at least ten (10) working days in advance of the date of change.
- C. In the event the City intends to make a temporary change of less than thirty (30) days, the City will provide the employee with written notice at least five (5) working days in advance of the date of change.

- D. The timeline for implementation of work shift or work schedule changes after receipt of written notice requirement can be waived if mutually agreed upon in writing by the affected employee(s) and the City.
- E. Any changes to Alternate Work Schedules are at the sole discretion of the City and the timelines outlined in the Alternate Work Schedule Request Form shall be followed.
- F. The City agrees that it shall not change an employee's work shift or work schedule solely for the reason of avoiding payment of overtime.

IV. Meal Breaks and Rest Periods

- A. Unpaid meal breaks will be scheduled approximately mid-point during the employee's work schedule and may be either thirty (30) minutes or one hour in length, depending on the City's operational needs. Times for meal breaks will be established by the City.
- B. All employees shall be allowed rest periods not to exceed fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods will not be scheduled within one (1) hour of the beginning or the end of the workday or meal break and may not be accumulated into one extended break period.

**ARTICLE 45. OFF-DUTY/OUTSIDE EMPLOYMENT**

- I. No employee shall accept any employment during off-duty hours either within or outside the City unless the proposed employer provides general liability and Workers Compensation coverage and the employment will not create a conflict of interest nor be incompatible with the employment by the City. Incompatibility of employment is outside employment that impairs an employee's ability to perform the duties of his/her City job as required.
- 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 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.
- III. Any employee considering outside employment shall file a notice with his/her Department Head, who will coordinate with the Human Resources office for a determination concerning conflict of interest, incompatibility of employment, and insurance coverage. The Human Resources Division shall render a decision within ten (10) calendar days.
- IV. Failure to follow the requirements of this Article 45 may result in disciplinary action up to and including discharge.

**ARTICLE 46. HOLIDAY FURLOUGHS**

The City may schedule a mandatory work furlough between the Christmas and New Year's holidays each year. The establishment of such a furlough will be at the City's sole discretion.

- A. Employees will be notified by July 1 of each year if and when the furlough is scheduled.
- C. Supervisors will notify those employees who will be required to work during the furlough by November 1.
- D. During the furlough period, employees may use accrued CTO, vacation or they may take the time off without pay. The furlough will not affect health benefits and leaves and seniority will continue to accrue.
- E. Each employee will receive one additional vacation day equivalent to eight (8) hours per year as outlined in Article 35.-Vacation-Section II.-Accrual and Use.

**ARTICLE 47. JOB POSTING & CANDIDATE QUALIFICATIONS**

I. Posting

Notice of job openings of vacant Public Service Employees Bargaining Unit positions will be emailed to all Union employees on the City's e-mail distribution list. The recruitment period will be a minimum of three (3) work days. The City may advertise externally concurrently with the internal posting. Inquiries regarding posted vacancies must be referred to the Human Resources Division. If the City reclassifies an incumbent the posting requirement is waived.

II. Transfer Requests

In filling such vacancies, requests for lateral transfer will be given first consideration.

III. Internal Applicants

- A. Employees in the Union who apply for the vacancy and meet the minimum qualifications will be invited to participate in the testing process with all other qualified candidates. Current employees will be given "extra" consideration during the testing process through the following means:
  - 1. If the employee passes the written exam (if given), an additional five per cent (5%) of the total points available will be added to the employee's total score.
  - 2. If the employee passes the oral examination (if given), an additional five per cent (5%) of the total points available will be added to the employee's total score.
  - 3. Under no circumstances will the additional five percent (5%) be added to a failing total score.
- B. An employee who fails to meet minimum standards in any portion of the selection process will be so notified in writing by the Human Resources Division.

IV. Voluntary Demotions

- A. An employee who wishes to take a voluntary demotion to a vacant position may request such action in writing to the Human Resources Division. That employee will be certified as eligible to the elected class if he/she meets the minimum qualifications and the demotion is within the class series the employee currently occupies. When these criteria are met, the employee will be considered for a vacant position along with those certified as eligible on the current eligibility list.
- B. If an employee wishes to take a voluntary demotion to a vacant position outside the class series he/she currently occupies, he/she must compete successfully in the application and examination process.
- C. If the employee is selected for the vacancy and has not previously served a successful probationary period in the classification, he/she will be required to successfully complete a six (6) month probationary period.

**ARTICLE 48. NEW CLASSIFICATIONS/MODIFICATIONS TO EXISTING CLASSIFICATIONS**

When the City establishes a new classification or modifies the job specifications for an existing classification which is assigned to the Public Service Employees Bargaining Unit, the City will meet and confer with the Union concerning the appropriate salary, the job description, or classification specification for the classification.

Once an agreement has been reached, both parties shall sign and date the final version of the class specification.

**ARTICLE 49. RECLASSIFICATIONS**

I. Policy

- A. Reclassification is defined as a change in the class of an individual by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level on the basis of significant changes in kind, difficulty, or responsibility of the work performed in the position. In no circumstance shall reclassification be used to reduce salary levels unless significant changes in kind, difficulty, or responsibility of the work performed provide the basis for such action.
- B. Reclassification actions will be governed by the provisions of this Article. All reclassification actions are subject to the approval of the City Manager.
- C. When the City assigns duties to a position which causes material changes to duties and responsibilities of that position, the Human Resources Division shall recommend the allocation of the position to a more appropriate class.
  - 1. Duties voluntarily assumed by an employee may not be cause for reclassification.
  - 2. If the reclassification occurs because of a reorganization of a department/division, rather than the gradual accretion of assigned duties, incumbents may or may not be reclassified with their positions based on their qualifications, City needs, and the recommendation of the appropriate Department/Division Head, in coordination with the Human Resources Division, and the approval of the City Manager.

II. Request for Reclassification

- A. An employee holding a regular position may request a classification review for the purposes of reclassification in January of each year. Such request will be reviewed by the Human Resources Division and the Department Head to determine if a classification review is warranted. The City shall notify the Union when a reclassification request has been made or when a study is to be performed. The City may elect to perform a classification review of certain classes or positions, whether or not such review is requested by an employee.
- B. The request shall include a Job Analysis Questionnaire that has been filled out to the best of the employee's ability, signed by the employee, and submitted to the Human Resources Division. The Human Resources Division will acknowledge receipt of a completed Job Analysis Questionnaire within seven (7) days of receipt and if a classification review is warranted, a schedule will be established and the employee will be notified. The City will make every reasonable effort to complete the review within 60 days of acknowledging receipt of a completed Job Analysis Questionnaire. Employees will be kept informed of the status of the review as it progresses.

III. Salary Determination

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Reclassification to Same Salary Range

If the position is reclassified to a class with the same salary range as the previous class, the salary rate and the City-wide seniority date and salary anniversary date of the employee shall not change. This provision shall also apply to a change of class title.

B. Reclassification to Higher Salary Range

If the position is reclassified to a class with a higher salary range than the previous class, then the salary rate of such employee(s) shall be set at the salary step in the higher class which provides a minimum of a five percent (5%) salary increase. If the increase would place the employee above the top of the appropriate salary range, the employee will be placed at the top of the new salary range. If a reclassification review takes longer than 60 days to complete, upon approval, the employee will receive the increase in pay retroactive back to the pay period 60 days after acknowledgement of a completed Job Analysis Questionnaire.

C. Reclassification to Lower Salary Range

If the position is reclassified to a class with a lower salary range than the previous class, the employee's salary shall be "Y" rated until general cost of living increases, equity adjustments, or other salary range adjustments result in the "Y" rate being incorporated into the lower salary range.

IV. General Provisions

- A. Reclassifications shall be effective on the first day of the pay period immediately following the date of the approved reclassification.
- B. A reclassified employee shall not be required to serve a new probationary period and his/her City-wide seniority date shall not change. The salary anniversary date for an employee reclassified to a

position in a higher salary range shall be changed to the effective date of the reclassification. When an employee is reclassified the Union agrees to waive the posting requirement. The salary anniversary date for an employee reclassified to a position in a lower salary range shall not change.

- C. An employee whose salary is "Y" rated will not be eligible for cost of living or merit increases until general cost of living increases, equity adjustments or other salary range adjustments result in the "Y" rate being incorporated into the employee's salary range.

#### **ARTICLE 50. EMPLOYEE PERSONNEL RECORDS**

##### **I. Official Personnel File**

- A. The City shall maintain a file that will contain all official records and documents pertinent to the employment status and history of each employee. The confidential information in personnel files will not be revealed to outside sources except as required by law, or with the written consent of the employee.
- B. An employee shall be given a copy of any written materials concerning his/her performance or conduct prior to its placement into the employee's personnel file. An employee's signature on any such document or materials will not necessarily indicate the employee's agreement with the contents of the document/materials, but it will indicate that the employee has had an opportunity to review the document/materials.
- C. Employees may submit a written response or rebuttal to any statement or evaluation to be placed in the personnel file. Such response or rebuttal must be received by the employee's supervisor within ten days of his/her receipt of the document/materials. The employee response shall remain a part of the employee's personnel records for the same duration as the document/materials to which it refers.

##### **II. File Review**

- A. Upon proper request, an employee, the employee's immediate supervisor, the appropriate Department Head or Division Manager, or (with the written consent of the employee) his/her Union representative may inspect the employee's personnel file during the normal working hours of the Human Resources Division. Such permission shall not be unreasonably withheld.
- B. Upon request, an employee or (with an employee's written authorization) his/her union representative shall be given a copy of any written material which is part of his/her personnel record.
- C. The Human Resources Division will also provide access to the file for appropriate individuals conducting business necessary for the proper administration of City affairs.

#### **ARTICLE 51. EMPLOYEE PERFORMANCE EVALUATIONS**

- I. The City shall conduct employee performance evaluations on City-issued evaluation forms which may include a narrative attachment. Employees will be paid any appropriate annual step increase in the pay period which includes their anniversary date unless Human Resources has received an employee's overall performance evaluation summary that is less than "meets job requirements" (or equivalent language), or the employee has reached the top step of his/her classification. No disciplinary action will be taken

against an employee based on any issues raised in a performance evaluation if such issues occurred more than 365 days prior to the date the employee received the evaluation.

II. Probationary Evaluations

An employee shall receive no less than three (3) performance evaluations during the twelve (12) month initial probationary period. An employee promoted into a new classification will receive no less than two (2) performance evaluations during his/her six (6) month probationary period. Such evaluations will be conducted at reasonable intervals. Probationary periods may be extended in accordance with Article 6 of this Agreement.

III. Employee Rights

- A. Any employee has the right to file a written statement and/or a rebuttal to be attached to his/her performance appraisal and placed in the personnel file. Such statements must be filed with the reviewer 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. Informally appeal the evaluation to the supervisor of the reviewer.
  - 2. If the employee is not satisfied with the response of the supervisor of the reviewer they may appeal the evaluation to the Department Head.
  - 3. Once the appeal to the Department Head has been filed and a decision rendered, no further appeal is available to the employee.

**ARTICLE 52. PAYROLL ERRORS**

I. Policy

- A. When an error has been made in an employee's compensation, including base salary, overtime, leave usage/accruals, premium pay, or payroll deductions, the City shall make the appropriate adjustments to correct the error. Employees shall be notified of the adjustments in writing.
- B. For purposes of this section, "overpayment" means any amount of compensation as defined above that has been overpaid or over credited to an employee regardless of the reason, including but not limited to administrative, clerical, or system errors. Similarly, "underpayment" means any amount of compensation as defined above that has been underpaid or under credited to an employee, regardless of the reason, including but not limited to administrative, clerical, or system errors.

II. Overpayment

In the case of overpayment, the employee's compensation shall be adjusted as soon as possible to the correct amount and reimbursement of the overpayment shall be mutually agreed upon between the City and the employee. The employee shall not be responsible for an overpayment error which goes beyond four (4) years prior to the discovery of the overpayment.

III. Underpayment

In the case of an underpayment, the employee's compensation shall be adjusted to the corrected amount, and the City shall reimburse the employee as soon as possible. The City will not be responsible for an underpayment error which goes beyond four (4) years prior to the discovery of the underpayment.

**ARTICLE 53. GRIEVANCE PROCEDURE**

I. Purpose

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.

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

Step 1. Within ten (10) 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 shall orally discuss the grievance with his/her immediate supervisor. A supervisor shall have five (5) days to give a response to the employee.

Step 2. If a grievant is not satisfied with the response proposed at Step 1, he/she may within ten (10) days of the receipt of such response file a formal written grievance to the next level of supervision in the department 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 supervisor shall, within five (5) days thereafter give a written response to the grievant.

Upon completion of Step 2, an employee whose immediate supervisor is a department head will be deemed to have completed Step 3 and be eligible to proceed to Step 4.

Step 3. If the grievant is not satisfied with the written response from the supervisor, the grievant may within ten (10) days from the receipt of such response file a written appeal to the Department Head. Within ten (10) days of receipt of the written appeal, the Department Head shall complete an investigation of the grievance, which shall include a meeting with the concerned parties, and give a written response to the grievant within ten (10) days.

Step 4. If the grievant is not satisfied with the written response from the Department Head at Step 3, the grievant may, within five (5) days from the receipt of such response file a written appeal to the City Manager. Within ten (10) days of receipt of the written appeal, the City Manager, shall schedule a meeting with the concerned parties, and give a written response to the grievant within ten (10) days following conclusion of the meeting.

Step 5. Advisory Arbitration.

If the grievance is not resolved at Step 4, the grievant may submit the grievance to advisory arbitration by filing a Notice of Request for Arbitration with the Human Resources Division within five (5) days of the receipt of the Department Head's written response. 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 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.

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 and appealing party.

If both the City Manager and appealing party accept the advisory decision, then the matter is concluded. However, if either party or both parties should disagree with the arbitrator's decision, it/they may appeal said decision to the City Council. The City Council 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 Council will provide a copy of the arbitrator's decision to the appealing party with the City Council's decision within thirty (30) days of receipt of the arbitrator's decision.

### III. General Provisions

- A. A grievant may withdraw a grievance at any step or at any time in the process by making notification in writing to the Human Resources Division. This notice must be received by the Human Resources Division within ten (10) days of the employee's receipt of the most recent decision.
- B. If a grievant fails to carry his/her grievance forward to the next step within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step completed unless the grievant has notified the City that he/she is withdrawing the grievance in accordance with III.A. above.
- 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 step.
- D. The grievant may be represented by a person of his/her choice at any time during steps 2 through 5 of this procedure. The grievant concerned 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.
- F. Time limits and formal steps may be waived by mutual written consent of the parties.
- G. Notice is deemed given by deposit in the US. 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. All written appeals mentioned herein 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.
- L. The City will provide the Union President with a copy of each grievance filed at its initial stage.

**ARTICLE 54. DISCIPLINE**

- I. General Policy- Disciplinary procedures do not apply to probationary employees. It is the responsibility of all employees to observe rules of conduct necessary for the proper operation of City government. The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violations of City policies. The disciplinary process outlined below has been established to provide general guidelines for a fair method for disciplining employees.
- II. Grounds for Disciplinary Action- Good cause for disciplinary action exists not only when there has been an improper act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the City, affects the employee's ability to perform his/her duties, causes other employees not to be able to perform their duties, or involves any improper use of the employee's position for personal advantage or the advantage of others. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:
  - Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the City;
  - Furnishing knowingly false information in the course of the employee's duties and responsibilities;
  - Inefficiency, incompetence, carelessness, or negligence in the performance of duties;
  - Violation of safety rules;
  - Violation of any of the Personnel Rules, department rules and regulations, City policies, ordinances or resolutions;
  - Inattention to duty;
  - Tardiness or overstaying lunch periods;
  - Being under the influence of an intoxicating beverage or non-prescription drug or prescription drugs not authorized by the employee's physician, while on duty or on City property;
  - Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor;
  - Unauthorized soliciting on City property;

- Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked, or cancelled, or any unauthorized absence from work;
- Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state, or local law which negatively impacts the employee's ability to perform his/her job or brings discredit to the City. (For purposes of this section, a misdemeanor conviction does not include a conviction based on a plea of nolo contendere);
- Discourteous or offensive treatment of the public or other employees;
- Falsifying any City document or record;
- Misuse of City property; improper or unauthorized use of City equipment or supplies; damage to or negligence in the care and handling of City property;
- Fighting, assault and/or battery;
- Working overtime without authorization;
- Theft or sabotage of City property;
- Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
- Accepting bribes or kickbacks;
- Gambling on the job;
- Engaging in outside employment which conflicts with an employee's responsibilities;
- Intimidation or interference with the rights of any employee;
- Outside work or any other activity or conduct which creates a conflict of interest with City work, which causes discredit to the City, negatively impacts the effective performance of City functions or is not compatible with good public service or interests of the City service;
- Abusive or intemperate language toward or in the presence of others in the work place;
- Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates;
- Any other conduct of equal gravity to the reasons enumerated above as determined by the City.

III. Types of Discipline-Any authorized supervisory employee may propose disciplinary action for cause against an employee under his/her supervision in accordance with the procedures outlined in this article. In general, the City shall adhere to the principles of progressive discipline.

IV. Counseling-Counseling is not considered discipline. The two types of counseling are defined below.

- 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 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.

V. Formal Disciplinary Actions

- a. **Written Reprimand:** A written communication to the employee that an offense has been committed. The employee's immediate supervisor shall inform the Department Head of the disciplinary matter prior to the issuance of the written reprimand. A copy of the reprimand is given to the employee and one copy is filed in the employee's personnel file. Further steps in the disciplinary process will not be taken without the approval of the Department Head. The employee can request to discuss the reprimand with the Department Head or his/her designee within five (5) days from receiving the reprimand. The Department Head or his/her designee may uphold or modify the reprimand. This action is not appealable.

If the employee receives a letter of reprimand and no subsequent disciplinary action has been taken by the City during the following three (3) years, the employee may request removal of that letter of reprimand from the personnel file. Such request for removal shall not be unreasonably denied.

- b. **Short-Term Suspension:** A suspension without pay for three (3) days or less may be proposed by the Department Head or his/her designee, with notification to the Human Resources Manager. The employee may respond to the charges at the time the suspension is proposed.

Short term suspensions may be appealed as designated below.

Step 1: The disciplined employee may within five (5) days from receipt of the proposed notice of discipline file a written appeal to the Human Resources Manager. Within ten (10) days of receipt of the written appeal, the Human Resources Manager or his/her designee shall convene a meeting with the concerned parties. Within ten (10) days following the meeting, the employee will receive a final order upholding, modifying, or revoking the proposed discipline.

Step 2: If the employee is not satisfied with the Step 1 response, the employee may submit the dispute to advisory arbitration following the procedure in Section VIII of this article.

- c. **Long-Term Suspension, Reduction-in Pay, Demotion, and Dismissal:** Subject to the Pre-disciplinary procedures hereinafter specified, the Department Head or his/her designee in consultation with the Human Resources Manager may:
1. Impose a suspension without pay for four (4) working days or more upon an employee. Such suspension shall, however, not exceed a period of thirty (30) working days except if the suspension is imposed because of an employee's trial by a court of law, the suspension may extend to such a time that the court has rendered its decision.
  2. Place an employee at a lower salary step in the employee's current range.
  3. Demote an employee to a position in a lower class with an appropriate reduction in pay.
  4. Dismiss an employee from City service.

- VI. Although one or more of these steps may be taken, no formal order or system is necessary. The City reserves the right to deviate from this process 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 dismissal.

VII. Pre-disciplinary Procedures (Skelly Process)

- A. Prior to imposing a suspension of four days or more, a reduction-in-pay, demotion, or dismissal, the City shall first provide the employee with a written notice of reasons for the proposed action. The notice shall either be delivered 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-action response meeting to determine if there is cause for the proposed personnel action. A request for a meeting must be made to the Human Resources Manager on or before seven (7) days after the notice of intended action is delivered to the employee.
- B. Upon receipt of the employee's request, the Human Resources Division shall notify the employee of the time and place for the response meeting to be held. Such meeting will be held within ten (10) days after receipt of the request therefore. The employee shall be entitled to be present at the meeting together with a designated representative. Pre-action 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 final decision on discipline shall be rendered within ten (10) days after conclusion of the meeting, and shall be final unless timely appealed by the employee.
- C. The appropriate City official is the City official authorized to impose the discipline unless that official was involved in the underlying cause of the discipline in such a manner as to impair the official's impartiality. In such cases, the City Manager shall designate another City official to conduct the meeting.

VIII. Appeal Process for Long-Term Suspension, Reduction-in-Pay, Demotion, or Dismissal

- A. An employee subject to a long-term suspension, reduction-in pay, demotion, or dismissal after the pre-disciplinary meeting may appeal such action by filing a Notice of Request for Advisory Arbitration with the Human Resources Manager. 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 the Human Resources Manager 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 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 scheduled.
- C. 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 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 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 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 arbitrator's decision to the appealing party with the City Manager's decision within ten (10) days of receipt of the arbitrator's decision.

#### **ARTICLE 55. LAYOFF/REDUCTION IN FORCE**

- I. 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 any other good cause. The need to reduce the City's work force, or to alter or change its staff organization plan, or to discontinue any program or programs is within the sole and exclusive discretion of the City. The City Manager shall consider implementation of alternate cost saving measures prior to implementing a layoff. If it becomes necessary to reduce the City's staff, the City Manager shall analyze the status of the City's funding resources and the remaining work which must be accomplished. The City Manager shall define the work to be performed and the organizational structure necessary to accomplish the City's work program. The City Manager shall identify employees for layoff utilizing the system as described below:

II. Order of Layoff:

Employees within the same classification shall be laid off as follows:

- A. All temporary employees shall be laid off in an order determined by the City Manager before any probationary employees.
- B. All part-time probationary employees shall be laid off in an order determined by the City Manager, before any full-time probationary employees.
- C. All probationary employees shall be laid off in an order determined by the City Manager before any regular employees.
- D. All part-time regular employees shall be laid off in an order determined by the City Manager before any full-time regular employee.
- E. When it becomes necessary to reduce the force in any department by layoff of regular full-time employees, seniority shall be the determining factor.

III. Seniority:

- A. Seniority will be determined by the length of continuous service in the affected classification. Approved leaves taken in accordance with FMLA/CFRA regulations and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service. Seniority shall not include any time an employee was not working due to disciplinary reasons (i.e. suspension), or not actually in City employment due to his/her voluntary or involuntary termination, retirement, or layoff which exceeds twelve (12) months. Seniority shall be adjusted for approved leaves of absences of more than thirty (30) days commensurate with the length of the leave(s) of absence.

B. If due to a previous layoff/reduction in force an employee was displaced (bumped) from a higher level class, length of continuous service for the purpose of calculating seniority shall include the total of the following:

- Time served in the classification with the identical title, or the same classification which has been re-titled
- All time served in the affected classification from bumping date forward

IV. Bumping Rights:

- A. Employees notified of a pending layoff shall have bumping rights to a lower class which they previously occupied, and for which they meet the minimum qualifications. If an employee should elect to exercise his/her bumping rights as provided herein then such employee shall be compared against all employees within the said lower classification in accordance with the foregoing methodology. In order to exercise their bumping rights, an employee must submit their request to bump in writing to Human Resources within five (5) working days of receipt of the layoff notice.
- B. Employees bumping to a lower class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be above that received in the class from which the employee was laid off. The salary anniversary date of the employee shall not change.
- C. Employees bumping to a lower class shall serve a probationary period unless they have previously successfully completed a probationary period in that classification.

V. Notice of Layoff:

Regular employees shall be notified of layoff at least twenty (20) calendar days in advance of the effective date of the layoff. The notice shall either be handed to the employee or delivered by certified mail to the latest address the employee provided to the City. Proof of service shall be accomplished by certified mail or declaration of personal delivery.

VI. Re-employment:

- A. In the event of a layoff, the City shall maintain a re-employment list for each class impacted by layoff for a period of twenty-four (24) months. Re-employment shall be per class based on total City seniority. No new hires in any class where layoffs occurred will be made until the re-employment list is exhausted.
- B. 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. It's the employee's responsibility to inform Human Resources of any address changes they have after layoff. The notice shall be deemed served four (4) calendar days following the date it was mailed.

- C. Upon re-employment from layoff, prior service will be counted for purposes of accruing sick leave, vacation and seniority for determining probationary status and merit salary increases. Unused sick leave shall be reinstated upon the re-employment of the employee.

**SECTION VI – UNION RIGHTS**

**ARTICLE 56. DUES DEDUCTION AND MAINTENANCE OF MEMBERSHIP**

I. Dues Deduction

- A. Upon receipt of a written request and authorization from an employee for deduction of Union dues and other lawfully permitted fees, the City shall withhold such dues and fees from the salary of the employees and remit the withholdings to the Union.
- B. Upon return from leaves of absence, the City shall reinstate the payroll deduction of Union dues of those employees who are on dues check-off immediately prior to taking leave.

II. Union Membership

- A. Union membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is a Union member on the date this agreement is ratified by the Union membership, shall continue to pay to the Union those dues or fees regularly charged members of the Union in good standing for the term of this MOU, as stated in Article 4.
- B. Every employee who is a member of the Union shall have the right to withdraw during the period thirty (30) calendar days prior to the expiration date of this agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section, but shall still pay a Fair Share Fee under the provisions of Section III of this Article.

III. Fair Share Fees

Represented employees who are not members of the Union will be required to pay a fair share fee to the Union to offset Union costs for representation, excluding political action fees. The Union will determine the amount of the fair share fee and will notify the Human Resources office of the amount. No employee will be required to join the Union. Employees with a religious exemption may designate their fair share fee to be donated to a charitable organization. Such organization must be a non-religious, non-labor organization, charitable fund exempt from taxation under the Internal Revenue Code, approved by the State Board of Control.

A. Condition of Employment

All employees in the Public Service Employees Bargaining Unit shall, as a condition of continued employment, either:

- 1. Become a member of the Union; or
- 2. Pay to the Union a fair share fee for services rendered by the Union in an amount equal to the monthly periodic dues of the regular membership, less costs which are not related to the administration of this Agreement and the representation of employees, provided,

however, that each employee will have available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union; or

3. (a) Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
- (b) Pay a sum equal to the agency fee to a non-religious, non-labor, charitable fund chosen by the employee. The employee shall furnish written proof to the City and the Union that this contribution has been made.

B. Compliance Procedure.

1. When a new employee is hired into the Public Service Employees Bargaining Unit, Human Resources will notify the Union within (two) 2 pay periods of their employment. Human Resources will provide the Union with the new employee's name, address and job title.
2. The Union will contact the employee following notification by the City. The Union will notify the employee, in writing, of their rights and responsibilities regarding the payment of fair share fees/Union dues.
3. If the employee fails to respond within thirty (30) days of receipt of Union's first letter, the Union will send a second notice, certified return receipt requested. The notice shall detail the non-compliance by explaining that the employee is delinquent in not tendering the fair share service fee, specifying the amount of the delinquency and warning the employee that unless such fees are tendered within thirty (30) calendar days, the Union will request that the employee be terminated. The Union will also send a copy of the non-compliance letter to the Human Resources Division advising them of the employee's non-compliance with the agreement.

IV. New Employee Orientation

A Union representative will explain to new employees their rights and responsibilities with regard to Union representation at a monthly orientation meeting for new employees. The meeting will be scheduled by Human Resources, and the Union president will be notified of the time and date. Release time for this meeting will not exceed 30 minutes plus travel time, if necessary.

V. Public Service Employees Bargaining Unit List:

- A. The Union shall have the right to request, on a quarterly basis, a Public Service Employees Bargaining Unit list containing name, home address, telephone number, social security number, date of hire, classification, work location, etc.

**ARTICLE 57. UNION REPRESENTATION AND UNION STEWARD**

The City recognizes and agrees to deal with employees who are properly identified as Union Stewards and Representatives in all matters relating to grievances and interpretation of this Agreement. A properly identified Union Steward or Representative may represent any Union employee, but the Union will take all reasonable steps to ensure that the same Steward or Representative represents the Union employee in all meetings concerning a particular matter.

A written list of officers of the Union, who are designated as the Union's representatives, and the Union Stewards with the specific areas they represent shall be furnished to the City immediately after their designation. The Union shall notify the City promptly in writing of any changes of such Union officers or stewards.

**ARTICLE 58. UNION TIME**

The City shall allow a maximum of eight (8) hours per month to the Union President or his/her designee for the purpose of conducting Union business. Time spent on union business will be recorded on the employee's timesheet, and will not be counted towards overtime. The Union president or his/her designee (who is requesting the release time) shall submit a written request to the first-level supervisor in his/her department who is not part of the Union, at least twenty-four (24) hours prior to the use of said time. A copy of the approved request will be forwarded to the Human Resources Division. Hours not used in a given month may be accumulated to a total never to exceed twenty-four (24) hours.

Union time may be used for, but not limited to, attending union meetings, training, and conducting union business. It is not intended for meet and confer issues or grievances.

**ARTICLE 59. USE OF CITY FACILITIES**

Upon request, the City may permit the Union to use facilities to meet with employees. Use of City meeting facilities requires reasonable advance written notice to the Human Resources Division and is subject to the availability of space. Union meetings with employees will be held outside normal work hours. Requests for use of City facilities for this purpose will not be unreasonably denied.

**ARTICLE 60. COMMUNICATION WITH MEMBERSHIP**

I. E-Mail

The Union shall have the right to make reasonable use of the City of Rocklin email system to communicate with members, conduct Union business, and disseminate Union related information.

II. Inter-office Mail

The Union shall have the ability to make limited, reasonable use of the City of Rocklin inter-office mail system to communicate with members, and conduct Union business. The City shall not incur additional costs as a result of the access described above or be held liable as a result of the use of the inter-office mail system; and the Union waives any claims against the City for the acts of the City or City's failure to act in handling Union communication through the City inter-office mail system. This section is not subject to the grievance process.

**ARTICLE 61. ADVANCE NOTICE**

The City shall give reasonable written notice to the Union of any ordinance, rule, policy, resolution, or regulation directly relating to matters within the scope of representation and shall give the Union the opportunity to meet and confer.

**SECTION VII – MISCELLANEOUS PROVISIONS**

**ARTICLE 62. MODIFIED DUTY**

- I. This program covers Union employees being treated for an illness or injury when it is determined by the treating physician that they may be able to return to work on a temporary basis with modified duties/tasks. The modified duty assignments are intended to be temporary in nature and shall be based upon the employee's medical restrictions and the City's operational needs. Modified duty assignments are NOT to be considered permanent placements and typically will not exceed ninety (90) days.
  
- II. Modified Duty Assignments:
  1. Shall be made based on the needs of the City.
  2. When it is determined by the treating physician that an employee is able to return to work, it will then be the employee's responsibility to notify Human Resources. It is the responsibility of Human Resources to provide the Medical Restrictions Evaluation Form (Appendix C) to the employee and attach a copy of the employee's job specifications, which includes the physical requirements of their job. It is the employee's responsibility to have the form completed by their treating physician. The completed form is then to be returned to Human Resources.
  3. The goal shall be to make the assignment no later than five (5) days after the City receives a completed City provided Medical Restrictions Evaluation Form (Appendix C) from the injured worker's treating physician.
  4. Assignments shall end upon:
    - The date of release from all medical restrictions by the treating physician
    - The injured worker's placement in a rehabilitation plan due to permanent restrictions
    - The unavailability of modified duty assignments as determined by the Human Resources Manager. When determining the availability of assignments, Human Resources shall give preference to employees who have sustained work related illnesses or injuries. Should there be a denial of an employee's Workers' Compensation claim, the employee shall be treated as an employee who has not suffered a work-related injury. If necessary, an employee who is on a modified duty assignment due to a non-work related illness or injury shall be replaced by an employee who has subsequently qualified to be assigned to a modified duty assignment due to a work related illness or injury.
  5. Generally, the modified duty assignment under this program shall not exceed 90 calendar days. Human Resources and the Department Head must approve, in writing, the extension beyond 90 calendar days and at 30 calendar-day intervals thereafter.
  6. Prior to working a modified duty assignment, the employee shall be informed, in writing, utilizing a Modified Duty, Return to Work Assignment form (Appendix D) of the conditions and restrictions of the modified duty assignment.

7. Modified duty assignments shall be allocated based on the needs of the City as determined by Human Resources. An employee assigned a modified duty assignment may be subject to changes in department or/or duties: however, every effort will be made to avoid changes in shift assignment.

III. Salary and Benefits While on a Modified Duty Assignment

1. Employees shall receive their regular salaries, sick leave accrual, vacation leave accrual, and other benefits consistent with the terms of the Memorandum of Understanding.
2. Employees shall report for their modified duty assignment when assigned.
3. Failure to report for duty as assigned may constitute insubordination and result in disciplinary action up to and including discharge.
4. Employees have the right to refuse a modified duty schedule for a non-work related injury due to physical reasons/limitations, or to use vacation time in lieu of the offered modified duty.

IV. Medical Restrictions Evaluation Form

1. An employee's treating physician must complete a City provided Medical Restrictions Evaluation Form (Appendix C), and identify in writing the employee's limitations and restrictions in sufficient detail to enable Human Resources to determine a suitable work assignment.

City of Rocklin/Public Service Employees Bargaining Unit (AFSCME)  
7/1/2015 – 6/30/2018

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WHEREAS, the parties hereto have entered into this Memorandum of Understanding on the 14th day of July, 2015.

CITY OF ROCKLIN

By: 

Ricky A. Horst, City Manager

AFSCME COUNCIL 57 LOCAL 146, AFL-CIO

REPRESENTING THE CITY OF ROCKLIN PUBLIC SERVICE EMPLOYEES BARGAINING UNIT

By: 

Nancy Vinson, AFSCME Business Agent

By: 

Russ French, Union President

**APPENDIX A**

**EXHIBIT A**

CITY OF ROCKLIN  
PUBLIC SERVICE EMPLOYEES SALARY SCHEDULE  
(Annual Salary)  
Effective July 1, 2015

<b><u>Classification</u></b>	<b><u>Range</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>	<b><u>Step 4</u></b>	<b><u>Step 5</u></b>	<b><u>Step 6</u></b>
Office Assistant I	5	30,526	32,052	33,655	35,338	37,105	38,960
Office Assistant II	9	33,697	35,382	37,151	39,009	40,959	43,007
Senior Office Assistant	15	39,079	41,033	43,085	45,239	47,501	49,876
Building Maintenance Worker	16	40,066	42,069	44,172	46,381	48,700	51,135
Landscape Services Worker Street Maintenance Worker Traffic Maintenance Assistant	17	41,067	43,120	45,276	47,540	49,917	52,413
Equipment Mechanic I	19	43,140	45,297	47,562	49,940	52,437	55,059
Irrigation Maintenance Technician Senior Building Maintenance Worker	20	44,225	46,436	48,758	51,196	53,756	56,444
Accounting Technician I Administrative Assistant Senior Street Maintenance Worker	21	45,322	47,588	49,967	52,465	55,088	57,842
Landscape Services Trades Worker Public Services Technician	22	46,464	48,787	51,226	53,787	56,476	59,300
Building Trades Worker Engineering Technician I Equipment Mechanic II Planning/Building Technician Recreation Coordinator	23	47,619	50,000	52,500	55,125	57,881	60,775

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Accounting Technician II Code Enforcement Officer Community Development Technician Traffic Control and Lighting Technician	25	50,037	52,539	55,166	57,924	60,820	63,861
Building Inspector I Construction Inspector I Landscape Inspector Public Works Inspector I Senior Irrigation Maintenance Technician	26	51,275	53,839	56,531	59,358	62,326	65,442
Engineering Technician II GIS/Engineering Technician Permit Center Coordinator Public Services Business Technician Recreation Business Technician	27	52,569	55,197	57,957	60,855	63,898	67,093
Accountant I Building Maintenance Supervisor Stormwater Engineering Technician I	28	53,876	56,570	59,399	62,369	65,487	68,761
Community Development Inspector Construction Inspector II Public Works Inspector II Senior Traffic Control and Lighting Technician	30	56,601	59,431	62,403	65,523	68,799	72,239
Building Inspector II Building Plans Examiner GIS Analyst I Information Technology Specialist Recreation Supervisor	31	58,019	60,920	63,966	67,164	70,522	74,048
Senior Construction Inspector	32	59,467	62,440	65,562	68,840	72,282	75,896

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Accountant II	33	60,956	64,004	67,204	70,564	74,092	77,797
Assistant Planner							
Fleet Services Supervisor							
GIS Analyst II							
Landscape Services Supervisor							
Permit Services Supervisor							
Public Services Administrative Supervisor							
Street Maintenance Supervisor							
Assistant Civil Engineer	35	64,042	67,244	70,606	74,136	77,843	81,735
Facilities Maintenance Supervisor							
Public Services Operations Supervisor							
Senior Accountant							
Senior Information Technology Specialist							
Assistant Land Surveyor	37	67,282	70,646	74,178	77,887	81,781	85,870
Land Development Engineer							
Traffic Maintenance Supervisor							
Administrative Analyst	39	70,689	74,223	77,934	81,831	85,923	90,219
Associate Planner							
Information Technology Analyst							
Senior Building Inspector/Plans Examiner							
Plan Check Engineer	44	79,980	83,979	88,178	92,587	97,216	102,077
Senior Planner							

## APPENDIX B

### FLEET MECHANICS' MINIMUM REQUISITE TOOL LIST

Below is a list of hand tools which each Fleet Mechanic employed with the City of Rocklin will be required to possess at and during their employment. The descriptions and numbers are per the Mac Tool catalog.

#### **MS 100 – Starter Service Set**

Ball Peen Hammer, 16 oz. (BH16A)  
Circuit Tester, 6 – 12 Volt (ET125C)  
Round Head Ratchet, 5", ¼" Drive (MRR5)  
Punch & Chisel Set, 12 Piece (PC12TSS)  
Pliers Set, 4 Piece (PS4)  
Long Combination Wrench Set, 12 Point, 7 Piece (SCL72PTR)  
Metric Combination Wrench Set, 9 Piece (SCM9PTR)  
Spark Plug Socket, 5/8" (SC177R)  
Metric Socket Set, 6 Point, 10 Piece (SMM106TR)  
Socket Set, 6 Point, 10 Piece (SM106TR)  
Metric Socket Set, 6 Point, 14 Piece (SXM146TR)  
Mighty Economy Set, 6 Point, 19 Piece (SX196BR), 3/8" Drive Which Consists of:  
    Standard Sockets, 8 Each, 3/8" – 13/16"  
    Deep Sockets, 8 Each, 3/8" – 13/16"  
    Universal Joint  
    Ratchet 7 ½" Long, 3/8" Drive  
    Plastic Box, Measuring 8 5/8" x 7 1/8" x 1 7/8"

#### **MS200 – Basic Service Set**

Battery Pliers, 7 ½" Wrench Grip (BP14)  
Clamp Spreader & Cleaner (BP20)  
Battery Post Cleaner, Four in One (4 in 1) (BTB541)  
Standard Deadblow CompoCast Hammer, 22 oz. (CH50-0)  
Hi-Energy Gauge, 6 Wire Round (FG027B)  
Master Off-Set Gauge (FG275)  
Fold-Up Hex Key Set, 1.5 – 6mm (HKPM17)  
Fold-Up Hex Key Set, .050 – 3/16" (HKP915)  
Spring Claw (FD612)  
Heavy-Duty Pry Bar W/Bent Head (PB12)  
Chisel Putty Knife, 1 5/16" (PK2)  
Pozidrive SD W/ComfortGrip, #2, ¼" x 4" (PZD24AB)  
Short Box Wrench Set, 4 Piece (SB04PT)  
Flare Nut Wrench Set, 5 Piece (SFB56PTR)  
Extension Set, ¼" Drive, 5 Piece (SME5PT)

### **MS200 – Basic Service Set (Continued)**

Torx Tip SD W/ComfortGrip, #15 (S715A)  
Folding Torx Key Set, 7 Piece (TX7F)  
C-Clamp ViseGrip, 11" (VG11R)  
Deep Socket, 7/8", 6 Point (XD286R)  
Deep Socket, 15/16", 6 point (XD306R)  
Spinflex Ratchet, 11", 3/8" Drive (XRS11FPA)  
Extension, 12" (X12E)  
Standard Socket, 6 Point, 7/8" (X286R)  
Standard Socket, 6 Point, 15/16" (X306R)  
Standard Socket, 6 Point, 1" (X326R)  
Extension, 6" (X6E)

### **MS300 – Apprentice Mechanic's Set**

Universal Joint, 1/4" Drive (M3U)  
Metric Long Combination Wrench Set, 12 Point, 7 Piece (SML7PTR)  
Magnetic Screwdriver Kit, 20 Piece (SPM29AK)  
Socket Set, 6 Point, 15 Piece (SV156TR)  
Hex Drive Set, 3/8" Drive, 7 Piece (SXA7T)  
Deep Metric Socket Set, 6 Point, 14 Piece (SXDM146TR)  
Ratchet, 10", 1/2" Drive (VR10)  
Extension, 5" (V5E)  
Flex Handle (X12F)

### **MS400 – General Service Set**

Long Combination Wrench, 12 Point, 13/16" (CL262R)  
Long Combination Wrench, 12 Point, 7/8" (CL282TR)  
Long Combination Wrench 12 Point, 15/16" (CL302TR)  
Long Combination Wrench, 12 Point, 1" (CL322TR)  
Quick Release Hacksaw, 12" (HSQR12)  
Bolster Combination Set, 6 Piece (SDRB24APT)  
Deep Metric Socket Set, 6 Point, 10 Piece (SMDM106TR)  
Deep Socket Set, 6 Point, 8 Piece (SMD86TR)

### **MS500 – Automotive Service Set**

Impact Adapter, 1/2" – 3/8" (AP1612)  
Air Ratchet, 3/8" (AR2134)  
Impact Air Wrench, 1/2" (AW434)  
Adapter, 1/2" – 3/8" (A1612)  
Ball Peen Hammer, 32 oz. (BH32A)  
Flashlight W/Magnet, Two (2) D Cell (FLGHM2D)  
Inspection Mirror, 2 1/8" x 3 1/2" (MK2)  
Telescopic Flex Power Magnet (MP5A)  
Torx Drive, #25, 1/4" Drive (MT25)

### **MS500 – Automotive Service Set (Continued)**

Combination Wrench, 12 Point, 16 mm (M16CWR)  
Combination Wrench, 12 Point, 17 mm (M17CWR)  
Combination Wrench, 12 Point, 18 mm (M18CWR)  
Combination Wrench, 12 Point, 19 mm (M19CWR)

Fractional Nut Drive Set, 7 Piece (ND7PT)  
Red Plastic Boot (PB234)  
Replaceable Tip Pliers Set (PK100)  
Retractable Knife (PK99)  
Phillips Screwdriver W/ComfortGrip, 18", #1 (P3181AR)  
Phillips Screwdriver W/ComfortGrip, 18", #2 (P3182AR)  
Metric Ratcheting Box Wrench Set, 7 Piece (RBOWM7PT)  
Combination File Set W/ComfortGrip (SCbF4AK)  
Flare Nut Wrench Set, 6 Piece (SFBM66PTR)  
Impact Driver Set, 13 Piece (SID13B)  
Lady Foot Bar Set, 3 Piece (SLF3)  
Utility Tool Set, 5 Piece (SS5)  
Bolt Grip Set (STP100M)  
Deep Metric Impact Socket Set, 6 Point, 11 Piece (SVDPM116TR)  
Deep Impact Socket Set, 6 Point, 13 Piece (SVDP136TR)  
Wobble Extension Set, 3/8" Drive, 5 Piece (SXEW5PT)  
Metric Hex Drive Set, 3/8" Drive, 7 Piece (SXMA7T)  
Metric Impact Socket Set, 6 Point, 20 Piece (SXPM206PTR)  
Impact Socket Set, 3/8" Drive, 17 Piece (SXP17PTR)  
Universal Socket Set, 6 Point, 7 Piece (SXU76T)  
Terminal Crimper/Wire Stripper (TCT60A)  
Dial Tire Gauge, 60DS (TGD60)  
Vice-Grip Set W/Kit Bag, 5 Piece (VG5SKB)  
Impact Universal Joint (VUP2BA)  
Flex Handle, 24" (V24F)  
Extension, 1" (X1E)  
Extension, 8" (X8E)

**The City agrees to furnish the following items:**

Clear, Anti-Fog Goggles  
Hack Saw Blades  
Filter Wrenches  
Screw Extractor Set W/Box  
Super Tap & Hex Die Set  
All Torque Wrenches  
Heavy-Duty Starter Switch W/Test Light  
Wheel Lug Socket Set W/Extension  
All Tools in Excess of 1 ¼" (One & One Quarter Inches)

**APPENDIX C**



**CITY OF ROCKLIN**  
 Human Resources Department  
 3970 Rocklin Road, Rocklin, CA 95677  
 Phone: (916) 625-5056 -- FAX: (916) 625-5099  
**MEDICAL RESTRICTIONS EVALUATION**

The City will attempt to return an employee to useful and productive employment within any medical work restrictions provided by the treating physician.  *First Aid only*

**Patient Name:** \_\_\_\_\_ **Physician Name:** \_\_\_\_\_  
Please Print Please Print

**Date Of Injury/First Appt:** \_\_\_\_\_ **Type of Injury:** \_\_\_\_\_

**Physician/Facility Name & Address:** \_\_\_\_\_

**Physician's Phone #:** \_\_\_\_\_

**PHYSICIAN: Please complete the list of work restrictions below.**

	How many hours per day?		How many hours per day?
1. Sit		13. Hands: Grasping --Right Hand	
		14. Hands: Grasping --Left Hand	
2. Stand		15. Typing/ Computer	
3. Walk		16. Struggle with resisting person	
4. Bend or stoop		17. Operate machinery	
5. Squat		18. Walk on uneven ground /heights	
6. Crawl		19. Lift and Carry Up to 10 lbs.	
7. Climb		11-24 lbs.	
8. Run / Sprint		25-34 lbs.	
9. Push / Pull		35-50 lbs.	
10. Kneel		51-74 lbs.	
11. Reach above left shoulder		75-100 lbs.	
12. Reach above right shoulder		20. Operate Motor Vehicle	
		Operate Commercial Vehicle	

**Next Appt. OR Full Discharge Date:** \_\_\_\_\_ **Date of Return to Full Duty:** \_\_\_\_\_  
(CIRCLE ONE ABOVE) (must be close to appt. date)

**Physician Signature:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

Please call Human Resources at (916) 625-5056 if further information is needed.  
**PLEASE FAX THIS COMPLETED REPORT TO: (916) 625-5099 Human Resources**

**APPENDIX D**

**MODIFIED DUTY  
RETURN TO WORK ASSIGNMENT**

The City will ensure that any modified or alternative duty assignment does not exceed the employee's current medical restrictions. It is the employee's responsibility to work within the restrictions provided by the treating physician and to report any medical difficulty to both his/her supervisor, Risk Management, and the physician.

EMPLOYEE: \_\_\_\_\_

Usual and Customary Classification: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Phone: \_\_\_\_\_

Modified/alternative duty assignment: \_\_\_\_\_

This assignment shall be in effect from \_\_\_\_\_ to \_\_\_\_\_ and shall not exceed 60 days unless extended in writing. This assignment is mutually agreed upon and may be modified as deemed necessary.

The modified/alternative duty assignment shall initially consist of the following:

\_\_\_\_\_  
\_\_\_\_\_

RESTRICTIONS: \_\_\_\_\_

\_\_\_\_\_

This modified/alternative duty form will remain confidential. By signing this Return to Work Assignment form, all parties agree to abide by its terms.

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Department Head Date

\_\_\_\_\_  
Human Resources Manager Date

Attached is a copy of medical restriction/s dated: \_\_\_\_\_