

## RESOLUTION NO. 2017-035

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING AND ADOPTING A MEMORANDUM OF AGREEMENT WITH THE ROHNERT PARK PUBLIC SAFETY OFFICERS' ASSOCIATION (RPPSOA) FOR THE PERIOD OF APRIL 2, 2017 THROUGH JUNE 30, 2021

**WHEREAS**, on March 28, 2017, the City Council approved a Tentative Agreement on a Four Year Proposal with the Rohnert Park Public Safety Officers' Association which had been ratified by the membership of RPPSOA; and

**WHEREAS**, in accordance with the terms and conditions of the Tentative Agreement, staff prepared a final Memorandum of Agreement with the RPPSOA that requires no further approval by RPPSOA membership.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby approve and adopt the Memorandum of Agreement for RPPSOA for the Period of April 2, 2017 through June 30, 2021, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.

**DULY & REGULARLY ADOPTED** by the City Council of the City of Rohnert Park this 28<sup>th</sup> day of March, 2017.

**CITY OF ROHNERT PARK**

  
Jake Mackenzie, Mayor

ATTEST:

  
Caitlin Saldanha, Deputy City Clerk

**Exhibit A: MEMORANDUM OF AGREEMENT WITH THE ROHNERT PARK PUBLIC SAFETY OFFICERS' ASSOCIATION (RPPSOA)**

AHANOTU: Aye BELFORTE: Aye CALLINAN: Aye STAFFORD: Aye MACKENZIE: Aye  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )



## **MEMORANDUM OF AGREEMENT**

**Between**

**THE CITY OF ROHNERT PARK**

**and the**

**ROHNERT PARK PUBLIC SAFETY OFFICER'S ASSOCIATION**

**(RPPSOA)**

**EFFECTIVE April 2, 2017 THROUGH JUNE 30, 2021**

**EXHIBIT A**



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## **MEMORANDUM OF AGREEMENT**

The City of Rohnert Park (City) recognizes the Rohnert Park Public Safety Officers' Association (RPPSOA) as the labor bargaining and representation unit for Public Safety Sergeants, Public Safety Officers I-IV, Public Safety Dispatchers, Communications Supervisor, Community Services Officers, Part-Time Dispatchers, and Public Safety Officer Trainees.

Pursuant to Government Code Section 3500 *et seq.*, the representatives of the RPPSOA and the representatives of the City have met and conferred and hereby submit their joint recommendation for salary and benefit compensation for all members of the bargaining unit.

Public Safety Officer Trainees are included in this Memorandum of Agreement with limited terms and conditions only as specified herein.

### **1. Hours of Work**

#### **1.1 Regular Work Period for Employees**

- (a) The FLSA work period for all sworn personnel assigned to the Police Division consists of 28 days. The FLSA work period for all sworn personnel assigned to the Fire Division, consists of 27 or 24 days. The FLSA work period for all non-sworn employees consists of 7 days.
- (b) Due to the differences in Work Schedules in Section 1.2 (shift structures and FLSA work periods), actual hourly rates for sworn personnel assigned to the Fire Division may be reduced, as pay for sworn personnel assigned to the Fire Division will be adjusted in such a manner so that the agreed upon monthly wages for each step in any class will be met. This will not result in any reduction in the regular rate of pay for sworn personnel assigned to the Police Division. This adjustment maintains pay parity between the Police and Fire divisions.
- (c) In order to provide public safety services to the community at all times during the day, the City will establish shifts. The City retains the authority to determine the regular start and end times and days of shifts.
- (d) An employee may petition their supervisor, the management designee or the Director of Public Safety, in that order, for dispensation from mandatory overtime on the basis of hardship or other unusual circumstances.

## **1.2 Work Schedules**

Four (4) consecutive work days of ten (10) consecutive hours followed by three (3) consecutive days off; or twelve (12) hour shifts for patrol personnel as described in Exhibit X consisting of three [3] consecutive work days of twelve [12] consecutive hours followed by four [4] consecutive days off followed by four [4] consecutive work days of twelve [12] consecutive hours followed by three [3] consecutive days off, with an employee receiving an eight [8] hour "payback" once every FLSA work period shall constitute the primary workweek for all employees of the bargaining unit, except those assigned to the Fire Division on the Kelly Plan or "2x4" Schedules, and Public Safety Officer Trainees. Under special or unusual circumstances, alternate workweeks can be implemented by the Director of Public Safety through a side-letter agreement with the RPPSOA following a Meet and Confer Process. Such side-letter agreements shall contain a specific expiration date and shall not establish precedent for future cases. The established work cycle shall commence at 12:01 a.m. on Sunday.

## **1.3 Dispatchers Shift Rotation**

Shifts will be rotated among dispatchers in time intervals at the discretion of the Director of Public Safety.

## **1.4 Public Safety Officer Trainees**

Public Safety Officer Trainees' hours of work generally will be to attend and participate in the Basic Police Academy. City reserves the right to make additional work assignments.

## **1.5 Police and Fire Training Drills**

Public Safety Sergeants, Public Safety Officers, and Community Service Officers are required to participate in police or fire training drills unless on approved leave or previously excused in writing by the Director of Public Safety. Sworn employees participating in training drills during a scheduled shift shall be paid at his/her hourly rate of pay in the Division of their shift assignment. If training does not occur during the employee's scheduled shift, the employee will be paid at the overtime rate of pay calculated at the employee's regular rate of pay utilizing the Police Division base pay and all applicable premiums.

For training not scheduled during the employee's scheduled shift, the Department will notify an employee by 1700 hours the previous business day if his/her training is cancelled. Notification of an employee's training cancellation will be accomplished via the text pager system and Department voice mail system. An employee is required to check his/her Department voice mail at 1700 hours the previous business day to the training to check if the training is cancelled. When the training is cancelled by 1700 hours the previous business day, the employee receives no compensation. When an employee's training is cancelled after 1700 hours the previous business day to the training, the employee is entitled to two (2) hours compensation at the overtime rate as described in Section 3.

#### **1.6 Breaks and Meal Breaks**

Public Safety Sergeants, Public Safety Officers, and Community Services Officers are allowed two (2) fifteen (15) minute breaks and a thirty (30) minute paid meal break during assigned shift, but work assignments are priority and paramount and City is not obligated or liable in any manner for meal time or breaks not taken.

Dispatchers will be allowed a thirty (30) minute paid meal period during the shift, however work assignments are priority and paramount and City is not obligated or liable in any manner for meal periods not taken. Dispatchers are encouraged to remain on the work site during their entire work shift. Unless specifically directed to remain on the work site, Dispatchers may elect to leave the work site during the paid meal period.

#### **1.7 Shift Changes**

- (a) Employees shall receive at least seventy-two (72) hours (three (3) calendar days) notice of involuntary shift changes for assignments of thirty (30) days or less, except in instances of emergency declared by the Director of Public Safety or an injury to an employee, which, in the City's opinion, necessitates a shift change.
- (b) Employees shall receive at least one-hundred and sixty-eight (168) hours (seven (7) calendar days) notice of involuntary shift changes for assignments in excess of thirty (30) days, except in instances of emergency declared by the Director of Public Safety or an injury to an employee, which, in the City's opinion, necessitates a shift change.
- (c) All work performed as the result of a shift change with less notice than required in (a) or (b) above shall be compensated at the overtime rate until the employee resumes his/her regular shift or the seventy-two (72) hour or one-hundred sixty-

eight (168) hour required notice period has expired, whichever occurs first. Regular shift as used here means the employee's normal hours worked prior to the shift change.

## **1.8 FLSA Overtime**

Any sworn employee assigned to the Police Division who works more than one hundred seventy one (171) hours during any twenty-eight (28) day work period, and any sworn employee assigned to the Fire Division who works more than the hours per designated work period permitted by the Fair Labor Standards Act shall be paid at time and one-half his/her regular rate of pay for each hour of work performed in excess of these legally defined maximums. Any civilian employee who works more than forty (40) hours during any seven (7) day work period shall be paid at time and one-half his/her regular rate of pay for each hour performed in excess of this legally defined maximum. Overtime payments shall be calculated at the end of each work period, and shall be paid promptly. The paychecks provided to sworn members working the Kelly Plan or "2x4" schedule described below in Section 1.10 will regularly include a specific amount of FLSA overtime per work period as required by the schedule, and only overtime in excess of that amount will be calculated and paid at the end of each work period. All hours in paid status shall count as "hours worked" in calculating FLSA overtime.

## **1.9 Shift Change Day Light Savings Time**

For shifts worked on the dates on which Day Light Savings Time is adjusted, overtime will be paid for extra time worked if the City prolongs the shift as a result of changing the clock. There shall be no deduction in pay if the City shortens the shift as a result of changing the clock.

## **1.10 Fire Division Schedule**

An adequate number of teams, consisting of no fewer than two (2) RPPSOA members (Sergeants and PSOs) each will work either a 24-hour Kelly Plan or 2x4 schedule to provide minimum round the clock staffing of two (2) or more PSO staffed fire stations. The City reserves the right to implement modified staffing in the event of a declared emergency situation.

- (a) Under the Kelly plan, the work period is a 27-day period. Each team is scheduled for nine (9) 24-hour shifts during the 27 day work period. FLSA



overtime will be paid for hours worked in excess of 204 hours for that work period, as provided for in Section 1.7 above.

- (b) Under the 2x4 schedule, the work period is a 24-day period. Each team is scheduled for eight (8) 24-hour shifts during the 24-day work period. The pattern of the 2x4 schedule is to work 48 consecutive hours followed by 96 hours off. FLSA overtime will be paid for hours worked in excess of 182 hours for that work period, as provided for in Section 1.8 above.
- (c) RPPSOA members working the Kelly Plan will receive 162.36 hours of FLSA overtime per year.
- (d) RPPSOA members working the 2x4 schedule will receive 10 hours of FLSA overtime per 24-day work period.
- (e) Use of annual leave, sick leave, and related benefit time off for employees regularly assigned to the Fire Division shall be computed by a ratio of 0.71.

#### **1.11 Shift Sign-Up**

Patrol shift sign-ups will occur twice a year, generally once during the month of February and once during the month of August. Sign-ups for all shifts will be done by seniority basis by time in grade except when, on a person by person basis, the Director determines a need to do otherwise.

## **2. Contract Overtime/Compensatory Time/Call-Out/Stand-by/Court Appearances**

### **2.1 Contract Overtime**

- (a) City agrees that contract overtime (which includes both non-FLSA overtime, and all FLSA overtime except regularly scheduled overtime resulting from the Kelly Plan or the 2x4 work schedule) will be calculated as described in Section 3, and paid under any of the following circumstances:
  - (i) Work hours over the normal number of hours worked in a single workday (See Section 1.2).
  - (ii) Work hours of a workday beyond the normal number of workdays in the employee's regular work schedule (See Section 1.2).

- (iii) All hours in paid status shall count as "hours worked" in calculating Contract overtime.
- (b) Dispatchers in a part-time status shall receive compensation for all hours worked over ten (10) hours in a shift at time and one-half the employee's regular rate of pay.
- (c) That compensation as described in Section 1.5 will be paid for all mandated fire drills conducted during employee's off-duty hours.
- (d) Compensation for off-duty full-time employees required to answer the fire service alarm shall be as described in Section 3 with a minimum of three (3) hours call-out pay.
- (e) For Public Safety Officer Trainees Only-Overtime shall be paid in accordance with all applicable State and Federal laws.
- (f) All hours of authorized paid leave (e.g., Annual Leave, Sick Leave, Compensatory Time Off, Bereavement Leave, Paternity Leave, Family Leave, etc.) shall count as "work hours" and "hours worked" in calculating Contract Overtime.

## **2.2 Compensatory Time**

- (a) That a maximum of one hundred and forty (140) hours of compensatory time off may be accrued by mutual agreement of the employee and Director of Public Safety.
- (b) An employee may accrue compensatory time for overtime worked, rather than being paid for the overtime with the exception of FSLA overtime provided pursuant to Section 1.10 (c) and (d) above. FSLA overtime provided pursuant to Section 1.10 (c) and (d) will be paid in wages. All compensatory time accrued after the adoption of this MOA will be recorded in the police compensatory time bank, regardless of assigned home division.
- (c) The City, at its sole option, may pay off up to seventy-five percent (75%) of the accrued compensatory time. Employees, at their sole option, may be paid for accrued compensatory time.
- (d) An employee must request the use of compensatory time off in writing to his/her direct supervisor, who will provide a written response within 24 hours, granting or

denying the specific request. A supervisor may not approve a request from a sworn employee to use compensatory time off in the event granting the request would require the City to fill the employee's shift on an overtime basis. If the request is denied, the sworn employee may resubmit the request for another date. The sworn employee will be provided the opportunity to utilize the requested compensatory time off within one (1) year of the date of the initial request, or the City will pay out the requested amount of compensatory time at the end of the calendar year in which the request was made.

### **2.3 Call-Out**

That call-out for any City Public Safety function during off-duty periods shall be compensated as described in Section 3 with a minimum of three (3) hours call-out pay. Except as otherwise provided in Section 2.5, call-out time shall include reasonable travel time to and from the employees' residence, appearance in court in response to a subpoena in their off-duty time or other official hearings on City of Rohnert Park business. Extension of shifts, at the beginning or end, will not be considered call-out duty, specifically, thirty (30) minutes before or fifteen (15) minutes after the employee's regular shift.

### **2.4 Stand-By**

- (a) That whenever stand-by is mandatory, employees will be compensated as described in Section 3 for each hour of stand-by, unless otherwise mutually agreed to by the employee and representative of the City.
- (b) That no on-call restrictions or limitations are placed on employees on their off-duty time unless specifically required or agreed to by employee.

### **2.5 Off-Duty Court Appearance Pay**

Employees required to appear in court pursuant to a valid subpoena during off-duty hours shall receive a minimum of three (3) hours pay at the overtime rate of pay as described in Section 3, or overtime compensation as described in Section 3 for the actual hours worked, whichever is greater.

An employee shall only be considered on-duty for that time that he/she is actually at court or activities related to court appearances such as witness preparation conducted by the District Attorney's Office or other prosecuting authority. Travel time to and from a court outside of Sonoma County is paid only when court time and

travel time exceeds the three hour minimum. There is no additional pay for per diem allowances, transportation costs and/or lodging.

The Department will notify an employee by 1700 hours the previous business day if his/her court appearance is cancelled.

Notification of an employee's court appearance cancellation will be accomplished via the text pager system and Department voice mail system.

An employee is required to check his/her Department voice mail at 1700 hours the previous business day to the court appearance to check if the court appearance is cancelled.

An employee who is subpoenaed by a former jurisdiction is required to check with that jurisdiction prior to 1700 hours the business day prior to the court appearance to check if the court appearance is cancelled.

When the court appearance is cancelled by 1700 hours the previous business day, the employee receives no compensation.

When an employee's court appearance is cancelled after 1700 hours the previous business day to the court appearance, the employee is entitled to two (2) hours compensation at the overtime rate as described in Section 3.

## **2.6 Overtime Cancellation**

The Department will notify an employee 12 hours prior to a scheduled overtime shift if his/her scheduled overtime shift is cancelled. Notification of an employee's scheduled overtime shift cancellation will be accomplished via the text pager system and Department voice mail system. An employee is required to check his/her Department voice mail 12 hours prior to the scheduled overtime shift to check if the overtime shift is cancelled. When the scheduled overtime shift is cancelled by 12 hours prior to the overtime shift, the employee receives no compensation. When an employee's scheduled overtime shift is cancelled less than 12 hours prior to the start of the overtime shift, the employee is entitled to two (2) hours of compensation at the overtime rate as described in Section 3.



### **3. Overtime Calculation**

Overtime worked by an employee shall be calculated at the employee's regular rate of pay utilizing the Police Division base pay and all applicable premiums.

### **4. Holidays**

#### **4.1 Observed Holidays**

Employees will receive the following thirteen and one-half (13 1/2) holidays annually, specifically:

"New Year's Day,"

The third Monday in January, "Martin Luther King, Jr. Day," Friday proceeding "President's Day",

The third Monday in February, "President's Day," The last Monday in May, "Memorial Day," "Independence Day,"

The first Monday in September, "Labor Day" "State Admission Day,"

The second Monday in October, "Columbus Day," "Veteran's Day,"

The fourth Thursday in November, "Thanksgiving Day," Day after "Thanksgiving 12:00 Noon to 5:00 p.m. on Christmas Eve

"Christmas Day,"

Every day proclaimed by the President, Governor or Mayor of the City as a public holiday and made applicable to City employees.

Each day that the Governor declares a day of mourning or special observance as a holiday for State employees if the declaration makes it applicable to City employees.

#### **4.2 Holiday Pay**

Holiday Pay for the full calendar year will be paid once a year, on the first pay date in December to those employees required to work holidays for the holidays worked. Employees can be required to work as scheduled without any reference to holidays. Holiday pay will be calculated on a straight time basis and compensated at the rate of up to ten (10) hours only. City agrees that taxes withheld for Holiday Pay checks will be annualized to reduce the tax impact on individual checks. Regular part-time employees will be paid holiday pay based on their designated pro-rata weekly work schedule. If an employee receives holiday

pay for a holiday and leaves City employment before the occurrence of the holiday, the amount of the holiday pay advanced to the employee for the holiday not worked shall be deducted from the employee's final paycheck.

#### **4.3 Holiday Pay for Detectives**

Except at the direction of the Director of Public Safety, PSOs assigned to the Detective Division shall utilize holiday paid leave and will not work and receive holiday pay pursuant to Section 4.2 for the following four (4) holidays annually, specifically:

1. New Year's Day
2. Thanksgiving
3. Day after Thanksgiving
4. Christmas

In the event that PSOs assigned to the Detective Division are ordered to work on any of the four (4) holidays identified above, the employee will receive compensation at time and one-half of his/her regular rate of pay in addition to the Holiday Pay for his/her regularly scheduled work time.

PSOs assigned to the Detective Division may, at their option, volunteer to take-off any remaining City designated holidays. Said employees will notify City by January 15th of each year the designated holidays they anticipate working.

#### **4.4 Holiday Pay Rate**

All compensation paid to sworn employees due to the holidays identified above shall be based upon the employee's regular rate of pay in the Police Division.

### **5. Annual Leave Program**

- (a) Effective July 1, 2011 employees shall accrue the following Annual Leave:

<b>Length of Service As a Full-time Employee</b>	<b>Monthly Annual Leave Hours</b>	<b>Yearly Annual Leave Hours</b>
0 to 2 years	13.167 Hours	158 Hours
3 to 5 years	14.5 Hours	174 Hours
6 to 10 years	16.5 Hours	198 Hours
11 to 15 years	18.5 Hours	222 Hours
16+ years	19.83 Hours	238 Hours

- (b) Effective July 1, 2011, employees shall not accrue any form of sick leave or disability wage, non-industrial or industrial. However, employees who have accrued fully paid-hours under either the sick leave or disability wage program for non-industrial illness and injury shall retain the balance of such hours accumulated as of July 1, 2011. Paid leave for approved absence due to injury or illness may be charged against this balance at the employee's discretion. Upon retirement from the City of Rohnert Park, an employee may convert any remaining sick leave balance to service credits pursuant to CalPERS regulations and procedures.
- (c) Effective July 1, 2011, employees shall not accrue vacation. All existing accumulated vacation shall be converted to Annual Leave.
- (d) Annual leave hours may be used to provide paid time off for any approved absence, including but not limited to vacation and illness. When annual leave is used for sick leave purposes, the City may require the employee to submit substantiating evidence of illness consistent with the City's Personnel Rules if there is a demonstrable pattern of abuse.
- (e) Effective April 2, 2017 ***[or at the beginning the first pay period after Council approval of this Agreement if later]***, an employee may accumulate annual leave credits up to a maximum of 550 hours of annual leave. Accrual shall cease until the annual leave balance falls below the 550 hour annual leave cap.
- (f) Accumulated annual leave shall be converted to cash at the Police hourly rate upon separation from City service. The cash value of the accumulated leave for sworn personnel will be based upon the employee's regular rate of pay in the Police Division.
- (g) Preference for leave scheduling will be on the basis of seniority within classification and/or as has been past practice.
- (h) The City will provide a short term disability insurance program which includes income replacement of 60% and benefits coordination to employees.
  - (i) Employees who are off work on a paid leave shall accrue annual leave and maintain all other benefits to the extent consistent with the City's existing Personnel Rules, with any changes to the City's Personnel Rules subject to meet and confer.

## **6. Military Leave**

The City grants military leave and related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with state and federal law. The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

## **7. Other Fringe Benefits**

### **7.1 Fringe Benefit Administration**

City reserves the right to select the insurance carrier(s) or to self-administer any of the fringe benefit programs provided during the term of this agreement. In the event that any offered health plan is no longer offered, the City agrees to provide a suitable replacement health plan that is substantially comparable and agrees to meet and confer.

### **7.2 Regular Part-Time Employees Fringe Benefits**

Regular part-time employees' fringe benefits shall be as provided in City Council Resolution No. 80-140, adopted August 11, 1980, a copy of which is attached hereto.

### **7.3 Industrial Injury or Illness**

Benefits for bargaining unit members who at any time during their employment with the City have been classified as safety members may be eligible under Section 4850 of the California Labor Code and/or City policies for job-related injuries or illness. Sick leave and/or annual leave shall not be used for industrial injury or illness under Section 4850.

### **7.4 Catastrophic Leave**

Leave benefits shall be provided as outlined in City Council Resolution No. 2001-270, adopted December 11, 2001 -*Catastrophic Leave*.

### **7.5 Paternity Leave**

Regular employees may use up to three (3) days accrued sick leave or annual leave for paternity leave, following the birth or adoption of a child.



## **7.6 Family and Medical Leave**

Employees may request an unpaid leave of absence under the *California Family Rights Act (CFRA)* and/or the *Federal Family Medical Leave Act (FMLA)*. Employee request for leave shall comply with the requirements of the *CFRA* and/or the *FMLA*.

## **7.7 Light or Limited Duty**

Employees injured or ill from either on-the-job (industrial) or off-the-job (non-industrial) causes may, at the City's sole discretion, be assigned to light, limited, or modified duty. Such assignments shall be temporary. They may involve duties that differ slightly from the normal work duties of the employee but shall be duties substantially within the scope of those normally performed by other employees with the same job classification. Such light or limited duty assignment shall not affect the employee's job classification or retirement status (i.e., Safety vs. Non-Safety Retirement). Such light, limited, or modified duty shall terminate when the employee is physically able to perform all his/her normal work duties; when the City is no longer able reasonably to accommodate the employee's restrictions; or as otherwise permitted by law.

## **7.8 Americans with Disabilities Act**

The City and RPPSOA recognize that the City has an obligation under law to comply with the *Americans with Disabilities Act (ADA)*, and disability provisions of the *California Fair Employment and Housing Act (FEHA)*.

## **7.9 Payment to Beneficiary**

Upon death of an employee, any unused annual leave and compensatory time shall be paid to the employee's surviving spouse or beneficiary. In the absence of a spouse or beneficiary, any unused vacation and compensatory time shall be paid to the primary beneficiary specified by the employee on the employee's enrollment/beneficiary card for City-provided Life Insurance.

## **7.10 Health Plan Coverage**

The City shall provide the insurance programs described in this Section. Pursuant to Section 7.1, the City reserves the right to provide these insurance programs by

self-insurance, through an insurance company or by any other method which provides the coverage outlined. Any premiums paid by the employee eligible for Section 125 will be deducted from the employee's pay on a pre-tax basis.

(a) Health Insurance

The City shall offer employees and their eligible dependents, a health insurance program under the terms set forth below:

- (i) Employees will have a choice of Kaiser Permanente (Traditional \$20 Co-Pay Plan, Traditional \$40 Co-Pay Plan and HSA); REMIF Self Insured Plans, including Traditional \$250 and \$500 Deductible Plans and HSA (also known as the Anthem Blue Cross Prudent Buyer Plan); Sutter Health, or any other comparable health plan offered by the City.
- (ii) The City will contribute up to the following amount per month toward the cost of employee medical insurance premiums at the employee's enrollment level:

<b>Enrollment Level</b>	<b>7/1/16-6/30/18 -6/30/18</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020- 2021</b>
Employee Only (Single)	\$500	\$500	\$515	\$530
Employee + 1 (Two Party)	\$1,000	\$1,000	\$1,030	\$1,060
Employee + 2 (Family)	\$1,400	\$1,400	\$1,450	\$1,500

- (iii) The City shall provide a copy of the summary description of all health care programs offered by the City to each employee upon request.
- (iv) Regular part-time employees may elect to participate in health insurance plans and the City will contribute a pro-rata amount (based on the allocation of the position) towards the premium. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance.

(b) Alternate Benefit

Employees who opt out of medical coverage are eligible to receive an alternate benefit in the amount of \$350 per month (provided as specified below) if they satisfy the following conditions:

1. The employee must provide proof of and attest to having minimum essential coverage as defined by the Internal Revenue Service (IRS) through another group health plan (or other plan deemed acceptable by the IRS) for the employee and for all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable plan year to which the opt out payment applies;
2. The employee must provide the City with proof of and attestation to coverage every plan year. Such proof and attestation must be provided at the time the employee first wishes to opt out of City-provided medical insurance, and during Open Enrollment each year thereafter, so long as the employee wishes to continue to opt out of City provided medical coverage.

This alternate benefit shall be provided as a contribution to the employee's deferred compensation account or for the purchase of supplemental life insurance and/or any other eligible benefit program approved and authorized by the City. Public Safety Officer Trainees shall be excluded from receiving an Alternate Benefit. The alternate benefit program meets all requirements for exclusion from "regular rate" calculations.

(c) Joint Commitment to Affordable Health Care

The parties are committed to providing quality and affordable health care for all members. Ninety (90) days prior to open enrollment, parties will work together through their Joint Labor Management Committee to review preliminary health care rates and discuss any potential changes to plan design to reduce costs. Any changes to plan designs, including providers, will be made by mutual agreement during the term of the MOA. However, changes necessitated by REMIF's transition from fully insured plans to self-insured plans are outside the scope of this agreement.

(d) Re-Opener If Needed To Address Requirements Of, Or Changes To Affordable Care Act

If, during the term of this Agreement, the legal requirements of the Affordable Care Act, or its successor, have an impact on City rights and obligations regarding health benefits for City employees that cause the

provisions of Article 7.10 to be out of compliance with law, the parties agree to re-open Article 7.10 in order to meet and confer over such impacts.

### **7.11 Dental Coverage**

The City shall offer employees and their eligible dependents a dental insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Agreement. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the dental program offered by the City to each employee upon request.
- (b) In general, the program includes basic dental insurance coverage of payment to Delta Dental PPO network dentists of the indicated percentage up to the maximum of \$2,000 for each eligible person (e.g., employee, spouse/domestic partner, dependents) per year for the following benefits:
  - (i) One hundred percent (100%) of the cost of diagnostic and preventative care.
  - (ii) Eighty-five percent (85%) of the cost of basic dental services.
  - (iii) Eight-five percent (85) of the cost of the crowns and restorations.
  - (iv) Fifty percent (50%) of the cost of prosthodontics.
  - (v) Two thousand dollar (\$2,000) maximum benefit for dental services per person per year.
  - (vi) Fifty percent (50%) of the cost of orthodontics with a one thousand five hundred dollar (\$1,500) lifetime maximum benefit per person.
  - (vii) Services rendered by dentists outside of the Delta Dental PPO network (including Delta Dental Non-PPO Dentists) are covered at a reduced rate; are subject to the limitation of Section (v) above and a one thousand five hundred dollar (\$1,500) lifetime maximum orthodontic benefit per person.

### **7.12 Vision Coverage**

The City shall offer employees and their eligible dependents, a vision insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Agreement. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the vision insurance program offered by the City to each employee upon request.
- (b) In general, the program includes an eye examination once each twelve (12) months, lenses once each twelve (12) months, and frames once each twenty-four (24) months. An employee may purchase contact lenses in lieu of the framed lenses referenced above.

### **7.13 Adoption Benefit**

The City will provide a six hundred dollar (\$600) per child cash benefit to employees adopting minor children to help offset the cost of adoptions.

### **7.14 Bereavement Leave**

- (a) A regular employee shall be paid up to thirty (30) hours for non-sworn personnel and thirty-six (36) hours for sworn personnel of bereavement leave when there is a death in their immediate family.
- (b) Additionally, a regular employee may, subject to approval of the department head, use twenty (20) hours of the employee's accrued sick leave (or annual leave if the employee maintains no sick leave) if the employee must travel out of the area, i.e. at least 250 miles one way.
- (c) Immediate family in this case means spouse, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including stepchildren), stepparents, aunts, uncles, grandparents, grandparents-in-law, grandchildren and relationships in *loco-parentis* and close personal relationships with the approval of the City Manager and or his/her designee.

### **7.15 Funeral Expense Benefit**

The City will provide fifty percent (50%) co-payment, not to exceed \$2,000, for funeral expenses for an employee or the employee's spouse. This funeral benefit will be considered secondary to and shall be coordinated with any and all other funeral benefits that may be payable to employee or spouse.

### **7.16 Long-Term Disability Insurance**

- (a) Employees represented by this Agreement will obtain his/her long-term disability insurance coverage from a private PORAC sponsored long-term disability program.
- (b) The City agrees to collect monthly insurance premiums from employees for private PORAC sponsored long-term disability plan and remit the collected premium to Myers-Stevens & Company. The City will accomplish collection of insurance premiums by monthly deductions from the employee's paycheck. All employees represented by this Agreement must have a signed insurance premium deduction authorization form on file with the City's payroll office. RPPSOA will hold the City harmless from any liability or errors resulting from the collection and remittance of insurance premiums.
- (c) Employees represented by this Agreement shall join and maintain his/her long-term disability insurance with the private PORAC sponsored long-term disability program, subject to the provisions of the insurance plan.
- (d) RPPSOA agrees to indemnify the City, its officers, employees and agents and hold it harmless against any and all suits, claims demands and liability that shall arise directly or indirectly out of any action that shall be taken by the City, its officers, employees and agents from the discontinuance of the long-term disability plan provided by Standard Insurance, for permitting employees represented by this Agreement to establish a private long-term disability insurance plan and pay for it individually through payroll deduction and for complying with the foregoing sections.

### **7.17 Life Insurance**

- (a) The City will provide, at no premium cost to employees, \$50,000 life insurance coverage provided to employees and \$1,000 for spouse, domestic partner and dependents, and which coverage includes accidental death and dismemberment benefits.

- (b) The City will allow, subject to the insurance carrier's approval, any employees to purchase, at their own cost, additional life insurance coverage under the City's group program.

#### **7.18 Deferred Income**

- (a) The City will continue to make available to the employees a deferred income program, such as that now being administered by Nationwide Retirement Solutions and ICMA or a similar program with another institution acceptable to City.

#### **7.19 Retired, Deceased and/or Permanently and Totally Disabled Employees**

This Section 7.19 (including subsections) applies only to employees hired prior to July 1, 2007, and providing continuous City service since that time. The language in this section has been revised from that contained in the previous MOAs between the City and the Association for the purposes of administrative clarification, and does not represent a change in benefits provided to current employees or retirees.

##### **1. Definition of Terms**

- (a) "Eligible Employee" means any regular full-time or regular part-time benefited employee hired by the City before July 1, 2007, and who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.
- (b) "Retired Employee" or "Retiree" is a regular full-time or regular part-time benefited City employee hired before July 1, 2007 who retires from the City and thereafter receives a retirement allowance from CalPERS. Retirement includes service retirement or disability retirement from the City of Rohnert Park.
- (c) "Continuous City service" is defined as being continuous regular full-time or regular part-time benefited City employment for calculating length of continuous service and service credit. Part-time (non-benefited) employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City

Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.

## **2. Retirement Health Benefits For Employees Hired Prior to July 1 2007**

### **(a) Retirement Medical Benefits**

Eligible Employees had the option to opt out of the retirement medical benefit provided previously, and all employees hired before July 1, 2007 who are currently in the unit elected to opt out, and are therefore covered by the provisions below.

Eligible Employees hired before July 1, 2007 received the following Retirement Medical Benefit, which is fully vested. Eligible Employees who elected this opt-out option shall not be subject to any retiree medical cost-sharing requirements (i.e., normal cost) during the term of their employment.

- (i) The City established a Retiree Health Savings Account (RHSA) (or substantially similar individual investment account in the eligible employee's name) for the Eligible Employee. The City contributed \$2,500.00 per year of Continuous City Service for sworn members into the RHSA and \$2,000 per year of Continuous City Service for miscellaneous members into the RHSA. For purposes of the service credit calculation, eligible employees received service credit on a pro rata basis by month and days of service as of January 1, 2015.
- (ii) Upon retirement from the City, the City will provide the Retired Employee with \$500 per month for the cost of retirement healthcare premiums and qualified health care expenses until the Retired Employee reaches the age of Medicare eligibility. These funds shall be provided to each member on a pre-tax basis (to the extent permitted by law), through a Retiree Health Care Reimbursement Account (RHRA). In the event of the Retired Employee's death, the benefits provided by the City to the Retired Employee under this section will not continue for the survivors or dependent children of the Retired Employee.



- (iii) Retired Employees may participate at their own expense in the City's group health insurance, subject to applicable group health insurance plan requirements.

**(b) Dental and Vision Benefits For Eligible Employees**

- (i) Upon retirement, City will provide/offer and pay on behalf of Retired Employees, the premium benefit(s) as provided for active employees at the time of retirement for dental care and vision care benefits for Retired Employees and one eligible dependent until the Retired Employee reaches the age of Medicare eligibility or elects to leave the City dental and vision system. Calculation of premium benefit will be prorated for regular, part-time employees.
- (ii) In the event of the retired employee's death, the benefits provided by the City to the Retired Employee under this section will not continue for the survivors or dependent children of the Retired Employee.
- (iii) Any Retired Employee who, after retirement from the City, becomes employed elsewhere and is covered by dental or vision care benefits by his/her new employer, said coverage provided by the City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary. Retired employees are required to notify the City's Human Resources Department of any additional insurance coverage from new employers.

**3. Retirement Health Benefits for Employees Hired On or After July 1, 2007**

Beginning July 1, 2014, Employees Hired on or after July 1, 2007, shall be eligible for the following benefits:

- (a) Effective July 1, 2014, the City will contribute \$100.00 per month for active employees in paid status to a Retiree Health Savings Account (RHSA). The monthly contribution will end upon the employee's date of retirement or separation from the City.

- (b) The City's contribution to an employee's RHSA shall be considered vested as to an employee terminating City employment with five (5) or more consecutive years of City service.
- (c) Calculation of contribution will be prorated for regular part time employees.
- (d) Subject to the eligibility criteria of REMIF and/or insurance plans, employees hired after July 1, 2007 may participate as retirees at their own expense in the City's group health insurance.

## **7.20 Clothing Allowance**

- (a) That the City will provide, to newly employed sworn personnel, an initial set of uniforms (i.e., two (2) sets of Class B/BDU Uniforms Pants, two (2) Class B/BDU Long Sleeve Shirts, two (2) Class B/BDU Short Sleeve Shirts; One (1) Wool/Class A Uniform Pants, One (1) Wool/Class A Long Sleeve Shirt, one (1) Ike Jacket; one (1) nylon duty belt and inner belt; two (2) training shirts; two (2) fire T-shirts; Tie and Tie Bar and two (2) uniform hats) to those employees required to wear them. The value of the uniforms provided to newly employed sworn personnel does not exceed \$900. The City will provide the uniform maintenance allowance specified in (b) below, and will not otherwise provide or pay to replace uniforms after the initial set (e.g., the City will not replace or pay for damaged, worn out, or lost uniforms).
- (b) The City will provide a Uniform Maintenance Allowance of \$1,080 per calendar year for sworn personnel, and \$540 per calendar year for Community Services Officers. The Uniform Maintenance Allowance shall be paid monthly, and the City will comply with CalPERS' requirements for reporting these allowances. Under current CalPERS regulations, uniform allowances are to be reported to CalPERS only for Classic members. The uniform maintenance allowances shall be prorated for the 2017 calendar year to reflect the effective date of the increase to the allowance provided by this section.
- (c) The Department will provide the necessary Academy uniforms for Public Safety Officer Trainees.
- (d) The City will provide required safety equipment, including but not limited to firearms, duty belts, ballistic vests, fire turnout gear, fire station boots, and wild land gear.

## **7.21 Education and Training**

- (a) The City will provide an education and training assistance program to provide reimbursement to employees for tuition and book costs only for attending and completing, with a satisfactory grade (C or better), courses in the adult high school program, at Santa Rosa Junior College, at Sonoma State University or any other educational institution acceptable to the City. All courses or classes for which reimbursement will be requested must be previously approved by the Department Head and the City Manager prior to the start of said classes and approval requested on the appropriate City form. The maximum allowed amount reimbursable for tuition is one thousand dollars (\$1,000) per instructional period plus books and materials, with a total reimbursable amount not to exceed three thousand dollars (\$3,000) per calendar year.

## **7.22 Longevity and Incentive Pay (P.O.S.T., Detectives, Motor Officers)**

- (a) City will continue to provide longevity pay to employees, based on continuous years of service (as defined in Section 7.19 (1)(d) as follows:

Completed Years of Service	Pay Percentage Increases
5 years	2%
For each completed year thereafter	1/2%

- (i) The maximum longevity pay percentage to be paid shall be ten percent (10%) of base pay. The "completed years of service" will be determined on January 1 and July 1 and not on an employee's employment anniversary date.
- (ii) For employees hired after 10/10/95, the longevity program as outlined above does not apply.
- (b) The City will provide a P.O.S.T. Certification Incentive Pay to Sergeants and Public Safety Officers based upon receipt of Intermediate, Advanced, or Supervisory P.O.S.T. Certification. The amount of the intermediate P.O.S.T. Certification Incentive Pay will be four and one half (4.5%) percent of base salary per month. The amount of the Advanced P.O.S.T. Certification Incentive Pay will be seven (7%) percent of base salary per month. The payments provided above are not cumulative. The amount of the P.O.S.T. Supervisor Certificate (Sergeant Only) will be nine (9%) percent of base salary per month. Only one of the P.O.S.T. Certification Incentive Pays is paid per employee.

- (c) Detective Division Premium. The City will provide Incentive Pay to Sergeants and PSOs assigned to the Detective Division (including, but not limited to the Gang Task Force, Special Enforcement Unit, Computer Crimes Task Force, COPS Unit, and Narcotics Task Force) of five (5) percent of base salary per month.
- (d) Motorcycle Patrol Premium. The City will provide Incentive Pay to Public Safety Officers assigned to motorcycle duty of five (5) percent of base salary per month.
- (e) Community Service Officers who have successfully completed either/or both the P.O.S.T. Field Evidence Technician and Field Evidence Technician-Advanced courses shall be eligible for two and one-half (2.5) percent of base salary differential pay.

### **7.23 Retirement Program**

- (a) Effective July 1, 2007, the City will provide the California Public Employees' Retirement System (CalPERS) three percent (3%) at fifty (50) retirement program to local safety members and the CalPERS two and seven tenths percent (2.7%) at fifty five (55) retirement program to Public Safety Officer Trainees, Community Services Officers, and Dispatchers. Effective July 1, 2011, as agreed to by all miscellaneous employees of the City, the City will provide the California Public Employees' Retirement System (CalPERS) two percent (2.0%) at fifty-five (55) program to Public Safety Officer Trainees, Community Services Officers, and Dispatchers hired on or after July 1, 2011. The City will continue to provide the "one-year highest compensation" optional provision in its contract with CalPERS per CalPERS Section 20024.2 for employees in the programs listed above. Effective July 1, 2011, or as soon thereafter as agreed to by all safety employees of the City, the City will provide the California Public Employees' Retirement System (CalPERS) three percent (3.0%) at fifty• five (55), highest three year average program to local safety members hired on or after the date the contract with CalPERS is amended. Effective August 1, 2011, all employees, regardless of program, will pay the required member contribution; however, in no event shall local safety members contribute more than 9% to CalPERS for their retirement benefits. Similarly, in no event shall miscellaneous employees contribute more than 8% to CalPERS for their respective retirement benefits.
- (b) The required employee cost sharing of employer costs described in this Section 7.23 (b) (including all subsections), shall be implemented pursuant to Government Code Section 20516 (f). The parties mutually recognize and acknowledge that these cost-sharing provisions satisfy the maximum cost-sharing terms set forth in Government

Code Section 20516.5, and that the cost sharing provisions will continue beyond the expiration of this Agreement.

(i) **Required Safety Employee Cost Sharing of Employer Costs Through June 30, 2018**

Concurrently with the salary increases provided pursuant to Section 10.1 (effective April 2, 2017), and through June 30, 2018, local safety members participating in the 3% at 50 or 3% at 55 retirement plan formulas shall pay, through payroll deduction, the required 9% member contribution, and an additional one percent (1%) of PERSable compensation for a total contribution of ten percent (10%) toward the cost of pension benefits.

(ii) **Required Safety Employee Cost Sharing of Employer Costs July 1, 2018 Through June 30, 2019**

Effective July 1, 2018, and through June 30, 2019, local safety members participating in the 3% at 50 or 3% at 55 retirement plan formulas shall pay, through payroll deduction, the amounts described in subsection 7.23(b)(i) above, and an additional one percent (1%) of PERSable compensation for a total contribution of eleven percent (11%) toward the cost of pension benefits.

(iii) **Required Safety Employee Cost Sharing of Employer Costs Beginning July 1, 2019, and Continuing Thereafter**

Effective July 1, 2019, and continuing thereafter, local safety members participating in the 3% at 50 or 3% at 55 retirement plan formulas shall pay, through payroll deduction, the amounts described in subsection 7.23(b)(ii) above, and an additional one percent (1%) of PERSable compensation for a total contribution of twelve percent (12%) toward the cost of pension benefits. This required cost sharing requiring safety employees to pay 12% of PERSable compensation toward the cost of pension benefits shall continue and constitute the status quo ante for all purposes and state statutes after the expiration of this Agreement on June 30, 2021.

**(iv) Required Miscellaneous Employee Cost Sharing of Employer Costs July 1, 2018 Through June 30, 2019**

Effective July 1, 2018 and through June 30, 2019, miscellaneous employees participating in the 2.7% at 55 or 2.0% at 55 retirement plan formulas shall pay, through payroll deduction, the required member contribution amounts (8% for 2.7% at 55 plan, and 7% for the 2.0% at 55 plan), and an additional one-half percent (0.5%) of PERSable compensation for a total contribution toward the cost of pension benefits of eight and one-half percent (8.5%) for the 2.7% at 55 plan, and seven and one-half percent (7.5%) for the 2.0% at 55 plan.

**(v) Required Miscellaneous Employee Cost Sharing of Employer Costs July 1, 2019 Through June 30, 2020**

Effective July 1, 2019 and through June 30, 2020, miscellaneous employees participating in the 2.7% at 55 or 2.0% at 55 retirement plan formulas shall pay, through payroll deduction, the amounts described in subsection 7.23(b)(iv) above, and an additional one-half percent (0.5%) of PERSable compensation for a total contribution toward the cost of pension benefits of nine percent (9%) for the 2.7% at 55 plan, and eight percent (8%) for the 2.0% at 55 plan.

**(vi) Required Miscellaneous Employee Cost Sharing of Employer Costs Beginning July 1, 2020, and Continuing Thereafter**

Effective July 1, 2020, and continuing thereafter, miscellaneous employees participating in the 2.7% at 55 or 2.0% at 55 retirement plan formulas shall pay, through payroll deduction, the amounts described in subsection 7.23(b)(v) above, and an additional one-half percent (0.5%) of PERSable compensation for a total contribution toward the cost of pension benefits of nine and one-half percent (9.5%) for the 2.7% at 55 plan, and eight and one-half percent (8.5%) for the 2.0% at 55 plan. This required cost sharing requiring miscellaneous employees to pay a total of 9.5% and 8.5% respectively of PERSable compensation toward the cost of pension benefits shall continue and constitute the status quo ante for all purposes and state statutes after the expiration of this MOU on June 30, 2021.

**(c) New Employees Hired On or After January 1, 2013**

Effective January 1, 2013, the City will provide the following retirement benefits to employees who meet the definition of a new member under Gov't. Code 7522.04(f) and who are hired on or after January 1, 2013: CalPERS two point seven percent (2.7%) at fifty-seven (57), highest three year average program to new local safety members; and two percent (2.0%) at sixty-two (62), highest three year average program to new miscellaneous members.

Effective, July 1, 2013, new local safety members and new miscellaneous members hired on or after January 1, 2013, shall contribute at least fifty percent (50%) of the normal cost rate to CalPERS.

Pensionable compensation does not include monies paid to new members for bonuses, uniform allowance, overtime allowance or reimbursement for housing and vehicles, or any ad hoc or one-time payments pursuant to Government Code Section 7522.34(c).

- (d) Except as otherwise specified in the cost sharing provisions of sections of this MOA or negotiated in the future, the City will absorb any employer contribution rate increases required by CalPERS.
- (e) The City makes no representation concerning the value of this benefit or how it may be taxed or treated by other agencies both presently and in the future. The City's obligation under this section is limited to the direct cost of providing the benefit as described. The City shall assume no further or additional financial obligation even if an outside agency imposes or determines there to be a financial obligation for the City or the employee.
- (f) The City will modify the CalPERS Annual Cost-of-Living Allowance Increase (Section 21335) to provide for a 2.0% annual maximum cost-of living increase for employees hired after December 31, 2007. Employees hired prior to December 31, 2007 shall be eligible upon retirement for the 5.0% annual maximum cost-of-living allowance increase as defined in Section 21335.

#### **7.24 Dependent Care Assistance Program**

City will continue to provide the Dependent Care Assistance Program (DCAP) as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for childcare as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

### **7.25 Health Care Tax-Free Dollar Account Program**

City will continue to provide the Health Care Tax-Free Dollar Account Program as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for the cost of monthly health care premiums as well as eligible unreimbursed medical expenses, as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

### **7.26 Off-Duty Employment**

Members of the Unit will continue to be eligible for employment by third parties during off-duty hours. The Association and the City will negotiate a side-letter agreement on off-duty employment which will consist of various provisions, including, but not limited to, the Director of Public Safety retaining discretion and authority to approve of third-party employment and a mandatory release/hold harmless/indemnification agreement to be executed by the outside employer in favor of the City. The parties will negotiate the additional terms of the side-letter agreement no later than December 1, 2017.

### **7.27 Reinstatement/Specialty Position**

If an employee is removed from a specialty assignment or position due to the elimination of the position by the City and/or the Department, the employee shall be given the option to return to the position should the position be reinstated within 18 months and if the employee has maintained any certifications required for the position. If the employee declines to resume his/her duties in the specialty assignment or position, the Department will follow existing protocols for filling the position.

## **8. Agency Shop and Payroll Deductions**

### **8.1 Agency Shop**

- (a) The RPPSOA may, at its sole discretion, choose to adopt an Agency Shop pursuant to Government Code Section 3502.5. If adopted, the City will recognize the Agency shop as applying to all regular full-time and regular part-time employees represented by the Bargaining Unit.
- (b) If the RPPSOA adopts agency shop in Section 7.1 (a) above, then the following apply:



- (i) It is recognized that RPPSOA owes the same responsibilities to all employees in the representation unit, and has a duty to provide fair and equal representation to all employees in all classes in the unit whether or not they are members of RPPSOA.
- (ii) All employees in the representation unit, excluding supervisory or confidential employees who have chosen not to join the RPPSOA pursuant to Government Code Section 3502.5 (c), shall, as a condition of continued employment, beginning with the second full pay period after such effective date and until the termination of the Agreement, either:
  - (1) Become a member of RPPSOA; or
  - (2) 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
  - (3) Pay a sum equal to the agency fee described in subsection 7.3 to a non-religious, non-labor charitable fund chosen by the employee from participating agencies of the United Way of Sonoma-Mendocino-Lake. The employee shall furnish written proof to the City and RPPSOA that this contribution has been made.
- (iii) The condition of employment specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the third full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration of more than two full pay periods. The condition of employment specified above shall not apply to newly hired employees until the beginning of the third full pay period of employment.
- (iv) All represented employee members who had Association dues deduction authorizations on file with the Auditor-Controller or the Association, or who may thereafter authorize in writing the deduction of their dues, shall remain on payroll deduction for the term of this Memorandum of Agreement or so long as they are members of the representative units. Members may terminate payroll deductions of dues at the expiration of

this Memorandum of Agreement by giving written notice to RPPSOA during a one-month period between ninety (90) and sixty (60) days prior to the expiration of the term.

## **8.2 Deductions**

The RPPSOA shall be provided with monthly payroll deduction of Association dues, service fees, and premium amounts for insurance programs sponsored by the employee's organization at no cost to the employee organization.

## **8.3 Listing of Deductions**

The RPPSOA shall provide the City Manager with a listing of deductions to be made from represented employees. Said listing will remain in force until amended by RPPSOA in writing. RPPSOA will hold the City harmless for any liability or errors resulting from errors on the listing provided by RPPSOA.

## **8.4 Hold Harmless**

RPPSOA agrees to indemnify and defend the City, its officers, employees and agents and hold it harmless against any and all suits, claims, demands and liabilities that shall arise directly or indirectly out of any action that shall be taken or not taken or on behalf of the City, its officers, employees and agents for the purpose of complying with the foregoing sections.

## **8.5 Bargaining Unit Work**

- (a) The RPPSOA and City agree that the use of an auxiliary firefighter volunteer corps, reserve peace officers, per diem and other temporary employees or volunteers is intended to supplement and not supplant members of the bargaining unit.
- (b) Available Sergeant overtime shifts shall be offered to members of the bargaining unit to fill on a voluntary basis. Overtime shifts not filled by members of the bargaining unit on a voluntary basis will be filled by members on a mandatory basis as assigned by the Director of Public Safety or his/her designee.
- (c) Nothing in this section prevents the Director of Public Safety from making any assignments that he/she deems necessary for effective response to a natural disaster or catastrophic emergency.

- (d) The City retains the right to retain consultants for limited duration to conduct training and/or render services that cannot be performed by members of the bargaining unit.

## **9. Safety Equipment**

### **9.1 Replacement Equipment**

City will continue to furnish Public Safety Officers with replacement equipment as needed for the equipment that the City is required to furnish per the Government Code. Said equipment includes, but is not limited to, department-issued weapons, holster, belt and ammunition, nightstick, handcuffs, safety vests, raincoats and rain boots. Equipment furnished by City shall remain the property of City with the exception of any personal purchases made by present officers.

### **9.2 Personal Equipment**

City shall replace, with the Director of Public Safety's approval, any personal equipment lost, destroyed or damaged beyond repair while used in the line of duty. This Section 9.2 shall not apply to uniforms (see Section 7.20). Items shall not be replaced if worn because of normal wear and tear.

### **9.3 UV Eye Protection (Sunglasses)**

City will reimburse for sunglasses providing UV protection, not to exceed sixty-five (\$65) per employee per year, for use by Public Safety Sergeants, PSOs and CSOs authorized to operate Public Safety vehicles and motorcycles.

## **10. Salaries & Miscellaneous Pay**

***[The job descriptions will describe the detailed requirements for the newly established classifications.]***

### **10.1 Revised Classification Plan and Salary Structure**

#### **(a) General Provisions**

Effective April 2, 2017 ***[or the first date of the first pay period after Council adoption of this Agreement, if later]***, the City will implement a new classification and salary schedule for employees in the bargaining unit, including the classifications and salary

schedules set forth below and described in the related job descriptions. The City and Association have met and reached agreement regarding the appropriate classification and step placement for all employees currently in the bargaining unit, and this determination is final and shall not be subject to challenge under the grievance procedure.

The parties recognize that the City must comply with the law and CalPERS rules and regulations regarding compensation reporting and related pension requirements. If necessary during the term of this Agreement, the Association agrees to meet and confer at the request of the City for the narrow and specific purpose of complying with CalPERS rules, regulations, and directives pertaining to reporting compensation.

**(b) PSO I-IV Classifications**

- (i) **PSO I:** The PSO I is the entry level classification with the requirements as set forth in the Public Safety Officer I job description.
- (ii) **PSO II:** The PSO II classification requires successful completion of probation at the PSO I level and completion of the Fire Academy.
- (iii) **PSO III:** The PSO III classification requires all of the requirements of PSO II and the achievement of the Department's qualifications to be a Fire Engineer, including the following:
  - (1) Fire Engineer shall be defined as any employee who has been fully qualified both mentally and physically capable to operate one or more pieces of City-owned firefighting pumping apparatus.
  - (2) Each qualified Fire Engineer must receive at least ten (10) hours of refresher training provided by the Department of Public Safety each year. Any Public Safety Officer not completing the annual training will be subject to demotion for failing to maintain his/her qualification.
  - (3) The required hands-on field-testing for Fire Engineer shall be done at random by lottery, and at any time.
- (iv) **PSO IV:** The PSO IV classification requires all of the requirements of the PSO III classification and completion of (1), (2), and (3) below:

- (1) Minimum of ten (10) years of full-time peace officer or firefighter experience, of which a minimum of five (5) years shall be service with the City of Rohnert Park, and
- (2) Possession of a P.O.S.T. Intermediate Certificate or higher, and
- (3) Any one of:
  - (i) Associate of Arts degree or higher from an accredited college, or
  - (ii) Actively seeking a Bachelor's degree from an accredited college, with a minimum of two years completed ("actively seeking" means the successful completion of courses towards a Bachelor's degree in two of the three most recent semesters or quarters, with a total of at least six (6) semester units completed during that period), or
  - (iii) Assigned one or more of the Special Assignments listed below within the past five (5) years. Special Assignments to be considered for this program are: Field Training Officer; Detective; COPS; Special Enforcement Unit; Gang Officer; Police Canine Handler; School Resources Officer; Firearms Instructor; Defensive Tactics Instructor; Driving Instructor; Motors; Traffic; Malt; Field ID Technician; OES Coordination Team, or other assignments deemed qualifying by the Director of Public Safety.

**(c) Salary/Pay Schedules**

Effective April 2, 2017 [*or the first date of the first full pay period after Council approval of this Agreement, if later*], the hourly pay schedule for all represented classifications will be set as follows:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
PSO I	\$33.41	\$35.08	\$36.84	\$38.68	\$40.61	\$42.44
PSO II	\$34.25	\$35.96	\$37.76	\$39.65	\$41.63	\$43.50
PSO III	\$35.45	\$37.22	\$39.08	\$41.03	\$43.08	\$45.02
PSO IV	\$37.22	\$39.08	\$41.03	\$43.08	\$45.24	\$47.27
Sergeant	\$44.85	\$47.09	\$49.44	\$51.92	\$54.51	\$56.97

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Dispatcher	\$26.99	\$28.34	\$29.76	\$31.25	\$32.81
CSO	\$23.65	\$24.83	\$26.07	\$27.37	\$28.74
Comm. Supervisor	\$34.01	\$35.71	\$37.50	\$39.37	\$41.34
Part Time Dispatcher	\$26.99	\$28.34	\$29.76	\$31.25	\$32.81

The pay schedule set forth in this subsection (a) shall be known as the 2017-2018 Pay Schedule.

## **10.2 Salary Adjustments**

- (a) **2018-2019 Increase:** Effective the first day of the pay period that includes July 1, 2018, the 2017-2018 Pay Schedule shall be increased by three percent (3%). This revised schedule shall be known as the 2018-2019 Pay Schedule.
- (b) **2019-2010 Increase:** Effective the first day of the pay period that includes July 1, 2019, the 2018-2019 Pay Schedule shall be increased by three percent (3%). This revised schedule shall be known as the 2019-2020 Pay Schedule.
- (c) **2020-2021 Increase:** Effective the first day of the pay period that includes July 1, 2020, the 2019-2010 Pay Schedule shall be increased by three percent (3%). This revised schedule shall be known as the 2020-2021 Pay Schedule.

## **10.3 Monthly Salary Schedule**

Wages are as shown in the City's Rates and Ranges document.

## **10.4 Incentive Pay or Acting Pay**

- (a) Field Training Officer (FTO) Pay

Employees who are qualified and regularly assigned by the Director of Public Safety, as a Field Training Officer, shall receive a five percent (5%) of base salary monthly Incentive Pay.

- (i) A Field Training Officer shall be defined as a Public Safety Officer who has been fully qualified to train newly-hired Public Safety Officers. To be eligible to apply for FTO, the officer must currently be assigned to the Patrol Division or due to return to the Patrol Division from a specialty assignment within one (1) year or less; must be off probation; and have at least three (3) years full- time experience as a peace officer in the State of California. Field

Training Officers will be selected through a three- phase testing process. The process will include a written test, an oral examination, and supervisory and command staff review. After a candidate has been selected, he or she will be required to successfully complete a P.O.S.T. certified FTO School before final appointment.

- (ii) Any FTO who is assigned to a specialty position of Detective will automatically relinquish his or her FTO status and pay incentive, and will be required to re-apply for the position when he or she becomes eligible. PSOs assigned to the Detective Division shall not be eligible for an FTO assignment and the pay incentive.
- (iii) Completion of a three-year term as a FTO shall be deemed as successfully completing the FTO assignment. At any time after three years as a FTO, an employee, at his or her option, may elect to discontinue the FTO assignment by notifying the City in writing. If an employee exercises this option, the employee will automatically relinquish his or her FTO status and pay incentive. The exercise of this option by an employee will not be grounds for any disciplinary action by the City.
- (iv) The City reserves the right to exercise its regular and customary management rights with regard to FTO assignments including, establishing FTO performance standards, conducting an annual performance review of the FTO and taking disciplinary actions subject to the requirements of applicable laws.

***[This is moved to Section 10.1(b)(iii) and will be incorporated into the job description as previously revised.]***

(b) Non-Sworn Training Officer Pay

- (i) Dispatchers, who are qualified and regularly assigned by the Director of Public Safety in the training of new Public Safety Dispatchers during their probationary period, shall receive a monthly Incentive Pay of five percent (5%) of his/her regular base salary.
- (ii) Community Service Officers (CSO), who are qualified and regularly assigned by the Director of Public Safety in the training of new CSOs during their probationary period, shall receive a monthly Incentive Pay of five percent (5%) of his/her regular base salary.

(c) Acting Commander Pay

The Association and the City have met and jointly developed SOP-9, a Departmental policy outlining the criteria for members to serve in an acting capacity for the rank of Commander. There is no requirement or obligation by the City to permanently fill positions that are open.

(d) Acting Supervisor/Watch Commander Pay:

Public Safety Officers who have passed an eligibility testing process approved by the Director of Public Safety shall be eligible to serve as an Acting Supervisor/Watch Commander. As a specific decision-making role and authority is delegated with this assignment, this assignment may be made for a period of any length, up to three months. Continuous assignment for periods exceeding one pay period will be made in writing. Acting Supervisor/Watch Commander assignments will be compensated by a 5% acting pay for all hours actually worked as an Acting Supervisor/Watch Commander. An Acting Supervisor/Watch Commander assignment may be compensated by a 10% acting pay to ensure against loss of income to the assigned Public Safety Officer if other assignment-based compensation is removed due to the Acting Supervisor/Watch Commander assignment.

(e) Acting Commander Pay:

Public Safety Sergeants shall be eligible to serve as an Acting Commander. The duration of such assignments may range from one pay period up to three months, and will be made in writing. An Acting Commander assignment will typically be compensated by a 10% acting pay for all hours actually worked as an Acting Commander. This Incentive Pay may be adjusted upon assignment if necessary, to ensure against loss of income to the assigned Sergeant if other assignment-based compensation is removed due to the Acting Commander assignment. The exact amount of the Incentive Pay shall be calculated to most closely match the Sergeant's existing pay structure, and shall not exceed a maximum of 15%. A Sergeant receiving an Acting Commander Incentive Pay may sign up for routine overtime offered to all Sergeants but shall not be paid the Acting Lieutenant Commander Pay for such overtime hours worked. Acting Commanders will receive overtime as required by law for emergency holdovers, or for overtime work assigned by the Director of Public Safety or his/her designee.



## **10.5 Payday**

City may distribute paychecks/Automatic Deposit Notices to employees electronically on payday. Employees requesting a physical paycheck may pick it up on break or lunchtime at the City Hall front counter on payday.

## **10.6 Pay Change Effective Dates**

Any and all pay changes provided to employees, including but not limited to step increases, special pay provisions, promotions, classification changes, or similar pay increases shall become effective as follows: if the effective date of the change is in the first week of the pay period the increase will be effective on the first day of the pay period that includes the effective date of the change. If the effective date is in the second week of the pay period the change will be effective the first day of the subsequent pay period.

## **10.7 Shift Differential**

- (a) Dispatchers shall receive a five percent (5%) of base salary per hour shift differential for all hours worked between four (4) p.m. to seven (7) a.m.
- (b) Communication Supervisors shall receive five percent (5%) of base salary per hour shift differential for all hours worked during a scheduled dispatcher shift between four (4 p.m.) and seven (7) a.m. This is not intended to provide shift differential for portions of regular work day shifts that may extend past 4 p.m. on an overtime basis.
- (c) Public Safety Officers, Community Services Officers and Sergeants shall receive a five percent (5%) of base salary per hour shift differential for all hours worked between seven (7) p.m. to seven (7) a.m. This Incentive Pay shall not apply to employees while performing working in the fire Division, except for training.

## **10.8 Bilingual Pay**

Dispatchers, Public Safety Officers, Community Services Officers and Sergeants verbally fluent in the Spanish language are eligible for Bilingual Pay of \$175 per month. The City shall establish an evaluation process for designating and certifying employee eligibility for bilingual pay such that officers have the skills to converse in Spanish well enough to complete a basic investigation. Testing for employees eligible for bilingual pay will be scheduled by the Director of Human Resources. A

designated employee may be retested at any time at the request of the Director of Human Resources or Public Safety.

## **11. Alcohol and Drugs**

The City and RPPSOA agree to work together to assist any employee who has an alcohol, alcohol-related, drug, or substance abuse problem. It is mutually acknowledged that continued cooperative efforts would give employees a much better opportunity to recover from this very serious health problem.

Since Public Safety employees are required to drive City vehicles and respond to emergency situations, and it is known that drinking alcoholic beverages or taking certain drugs may slow a person's reflexes and ability to think clearly, the probability of having an accident is increased after drinking alcohol or taking certain drugs. The City recognizes that this situation could place the employee as well as co-workers and the public at risk of injury.

### **11.1 Alcoholic Beverages or Other Drugs**

Alcoholic beverages or other drugs which affect an employee's ability to drive or function safely shall not be used by employees during their assigned regular work day, or while on assigned standby duty.

### **11.2 Off-duty Hours**

If an employee who has been drinking alcohol or using a drug which may impair the employee's ability to drive or function safely receives a call to return to work during off-duty hours, the employee must decline the request to work.

### **11.3 Prescription Drugs**

Employees using prescription drugs, which affect the employee's ability to work safely, must inform their supervisor and may be assigned to other appropriate duties or required to take sick leave.

### **11.4 Special Assignments**

The above sections relating to alcohol use may be accepted for those employees on an approved and supervised special assignment by the Department of Public

Safety. Said employee shall not drive a vehicle if employee is over the allowed blood alcohol content.

## **12. Physical and Psychological Fitness**

### **12.1 Physical Fitness**

RPPSOA acknowledges the importance of employees maintaining proper physical and mental condition in order to perform job duties in a manner acceptable to the City.

Physical Fitness is a voluntary program available to safety employees and dispatchers. Such employees who voluntarily enroll and successfully "pass" the Physical Agility and Fitness Standards test shall receive twenty (20) hours of physical fitness workout compensatory time.

The RPPSOA and City agree that compliance with physical fitness standards are voluntary and do not carry an intention of the City to terminate an employee solely for failure to meet physical agility and fitness standards. Fitness for duty provisions under the Government Code and applicable case law would be the determining factor on handling of employees determined to be unfit for duty. City can, at any time, at its option and cost, require a complete physical examination, a physical agility test, or a weight examination, for any or all employees to determine job fitness.

This Agreement hereby incorporates Letter of Agreement on Physical Fitness, dated January 27, 1998 and modified "Exhibit C" dated March 10, 2017.

### **12.2 Fitness Program**

The City and RPPSOA agree that the "Fitness Program" used by City shall be that as outlined in the attached "Exhibit C."

### **12.3 Psychological Fitness**

RPPSOA acknowledges the importance of employees maintaining proper mental condition in order to perform job duties in a manner acceptable to the City. City can, at any time, at its option and cost, require a psychological examination for any or all employees to determine job fitness. Fitness for duty provisions under the

Government Code and applicable case law would be the determining factor on handling of employees determined to be unfit for duty.

#### **12.4 Psychological Counseling**

Any employee who feels in need of counseling shall be provided same by City after clearance from the Department Head or Human Resources Department, which clearance shall be kept in strictest confidence. City at its sole discretion reserves the right to establish a maximum counseling benefit.

### **13. Smoking**

#### **13.1 Employees Hired After July 1, 1993**

RPPSOA acknowledges that the City, beginning July 1, 1993, hired new employees with the clearly expressed condition of employment that they refrain from smoking. Employees hired with a condition that they not smoke shall be required to remain non-smokers throughout their employment. A non-smoker shall not smoke or use any tobacco product either on or off-duty while employed. RPPSOA acknowledges the City's right to take appropriate disciplinary action should any such employee hired after the effective date of this agreement violate the agreed upon conditions of employment. Prior to final disciplinary action being taken, City will refer the employee to the Employee Assistance Program (EAP) for consultation and referral.

### **14. Grievance Policy and Procedure**

**14.1** RPPSOA and City agree to comply with the grievance procedure outlined in Resolution No. 79-22, adopted February 13, 1979, a copy of which is attached hereto. Failure to meet any timeline or specifically comply with any other requirement of the grievance procedure constitutes a specific waiver and is a bar to further consideration of the grievance.

**14.2** The parties acknowledge the existence of "City Manager's Administrative Policy No. 1: Personnel Rules and Regulations" dated November 9, 2004, and incorporated by reference in this Agreement. The parties acknowledge that Section 8 "Disciplinary Action" provides for substantive and procedural due process for the members of the Association. For purposes of consistency of discipline, the Director of Public Safety should consult with the Human Resources Department prior to the imposition of "major discipline" as defined in Section 8.

**14.3** The "Employee Grievance Procedure Resolution" (Resolution No. 79-22), incorporated by reference in this Agreement, provides for the processing of non-disciplinary grievances. The parties are in the process of reviewing the grievance procedure for purposes of achieving greater efficiencies and cost reductions as well as enhancing communication between the City, the Association and Unit members. The parties will continue working to revise the grievance procedure, and changes agreed upon will be incorporated into this MOA.

**15. Use of Sport Center and Lap Swimming Program**

Employees and their spouse, domestic partner and eligible dependents (as defined by City eligible dependent policy), will be allowed to participate with no fee imposed in open gym time and use the weight room and locker room facility at the Sports Center when such facilities are open and also participate in the Lap Swim Program conducted at the City's swimming pools. In the event that the City determines that such use of the Sports Center by spouse, domestic partner and dependents of employees adversely impacts the public's access to the Sports Center facilities, the parties will re-open this Section. Other activities requiring payment of a fee can be discussed with the City Manager for consideration of a waiver of part or the entire fee.

**16. Management Rights**

Except as limited in this Memorandum of Agreement and applicable State laws, the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of city government and the purpose and mission of its departments and agencies, to determine the nature, levels and mode of delivery and to set standards of service to be offered to the public, and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of this Memorandum of Agreement; to direct its employees and establish employee performance standards and to require compliance therewith; to take disciplinary action; to discharge, suspend, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable laws; to lay off its employees whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds, or other legitimate reasons; to determine whether goods or services shall be made, purchased, or contracted for; to determine the methods, means, and numbers and kinds of personnel by which the City's services are to be provided; including the right to schedule and assign work and overtime; and to otherwise act in the

interest of efficient service to the City; and to take all necessary actions to protect the public and carry out its mission in emergencies.

**17. Work Curtailment (No Strike Clause)**

Under no conditions or circumstances shall the Association or any of the employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction or production or restriction of service during the term of this agreement.

**18. Personnel Rules and Regulations**

The City will amend its Personnel Rules and Regulations consistently with the requirements of Government Code Sections 3300 through 3312, the Public Safety Officers Procedural Bill of Rights, and will apply to non-sworn members of RPPSOA. City agrees to meet and confer with RPPSOA regarding any updates or changes to its Personnel Rules and Regulations to the extent required by the MMBA.

**19. Complete Understanding**

The terms and conditions contained in this MOA represent the full, complete, and entire understanding of the parties of matters within the scope of representation. RPPSOA acknowledges that certain provisions of this agreement may conflict with resolutions currently in effect regarding employee working conditions or benefits. The provisions of this agreement supersede any previous resolutions or agreements that may be in conflict with provisions of this agreement as of the effective date of this agreement. During the term of this MOA, any new side letter between parties is required to be signed by an authorized representative of RPPSOA and the City Manager or his or her designee.

**20. Term of Agreement**

This agreement shall become effective upon approval by the City Council, and will terminate on June 30, 2021 unless extended by mutual agreement of the parties.

**21. Succeeding Agreement**

Negotiations for the period commencing July 1, 2021, shall begin upon receipt of notice from either party to the principal of the other, specifically the President of RPPSOA and the City Manager, however, absent an agreement to the contrary, in no event shall

negotiations commence later than February 1, 2021. Said submittal shall include an estimated percentage decrease or increase in the cost of proposals compared to the provisions of this Agreement. City shall, if requested, assist RPPSOA in a reasonable manner in providing information to determine the percentage decrease increase.

## **22. Invalidation**

### **22.1 Suspension of Agreement**

**If during the term of this agreement, any item or portion thereof of this agreement is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this agreement shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portion, which shall continue in full force and effect.**

### **22.2 Replacement**

In the event of suspension or invalidation of any article or section of this agreement, the parties agree, that except in an emergency situation, to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **23. Non-Discrimination**

City acknowledges that in receiving the benefits afforded by this Memorandum of Agreement, no person shall in any way be favored or discriminated against to the extent prohibited by law.

## **24. Personnel Files**

Employees or their duly authorized representative have the right to inspect their personnel file maintained by the City. Employees have the right to respond in writing to anything contained or placed in their personnel file and any such responses shall become part of the personnel file.

**25. Employee Performance Evaluations**

Employees have the right to respond in writing to the evaluation report should they so desire. Said responses should be submitted to the reviewer no later than thirty (30) days after the evaluation interview.

**26. No Contracting Out**

The City and RPPSOA agree that no bargaining unit work will be contracted to a third-party provider during the term of this agreement.



CITY OF ROHNERT PARK

ROHNERT PARK PUBLIC SAFETY  
OFFICERS' ASSOCIATION  
(RPPSOA)

\_\_\_\_\_  
Darrin Jenkins, City Manager    Date

\_\_\_\_\_  
Rick Bates, President                      Date

By \_\_\_\_\_  
Jake Mackenzie, Mayor

\_\_\_\_\_  
Duane Labno, Vice President    Date

Resolution Number: 2017- \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
JoAnne Buerger, City Clerk

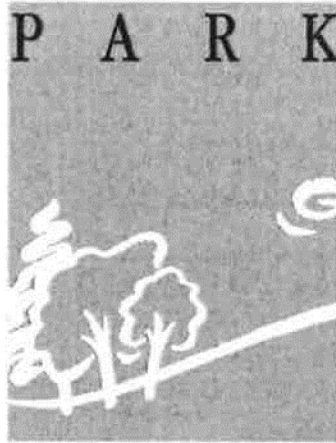
Approved as to form:

\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

The following are incorporated in this Agreement by reference:

- City Council Resolution No. 79-22, adopted February 13, 1979 - Grievance Policy and Procedure ***[Revisions under consideration by the parties.]***
- City Council Resolution No. 2001-270, adopted December 11, 2001—*Catastrophic Leave*
- City Council Resolution No. 80-140, adopted August 11, 1980 - Regular P/T Employees' Fringe Benefits
- City's Personnel Rules & Regulations
- Exhibit C – Fitness Program – Dated March 10, 2017
- Exhibit X–Patrol 12 Hour Shift Schedule
- RPDPS SOP-18- Timekeeping for Departmentally Required Training, 4/4/13
- Extended Fire Academy Side Letter

City of  
ROHNERT  
P A R K



**EMPLOYEE GRIEVANCE PROCEDURE  
RESOLUTION No. 79-22**

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## RESOLUTION NO. 79-22

### EMPLOYEE GRIEVANCE PROCEDURE RESOLUTION BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROHNERT PARK

## ARTICLE I – GENERAL PROVISIONS

### SECTION 1 STATEMENT OF PURPOSE

It is the purpose of this Resolution to insure:

- a. Employee Grievances are heard and resolved fairly and promptly
- b. City employees are treated fairly and that their rights are maintained.
- c. Grievances are resolved in an effective and orderly manner to insure uninterrupted city services to the public.

### SECTION 2 DEFINITIONS

As used in this Resolution, the following terms shall have the meanings indicated:

- a. **Appropriate Unit** means a unit of employee classes or positions, established for the purpose of collective representation.
- b. **City** means the City of Rohnert Park.
- c. **Employee** means any city employee, regardless of status.
- d. **Grievance** means a complaint or dispute by an employee, group of employees, or a recognized employee organization concerning the interpretation or application of any matter falling within the scope of this grievance procedure.
- e. **Grievant** means the party who has initiated a grievance procedure either informally or formally.
- f. **Immediate Supervisor** means the individual who immediately assigns, reviews, or directs the work of an employee.
- g. **Intermediate Supervisor** means the supervisor next above the immediate supervisor as determined by the department head.
- h. **Recognized Employee Organization** means an employee organization which has been formally acknowledged by the city as a recognized employee organization representing employees in an appropriate unit.
- i. **Working Days** means those days on which the city administrative offices are open for conduct of normal business.

### SECTION 3 SCOPE

- a. This grievance procedure pertains to application, interpretation, and noncompliance with memorandums of agreement, council resolutions, city ordinances, and departmental and city rules, regulations, and practices governing wages, seniority, written reprimands, hours, safety, and other terms and conditions of employment which the city has authority to change and for which no other appeals procedure is provided. Issues excluded from the scope of this grievance procedure include those matters which the city has no authority to change and matters for which alternative appeals procedures have

been provided such as performance appraisals, demotions, suspensions, and dismissals. Disputes concerning exclusive city rights with respect to matters of general legislative or managerial policy do not constitute grievances under this procedure. The nature of these exclusive city rights are described in Section 3.e. below.

- b. A grievance may be initiated by an employee, jointly by a group of employees, or by a recognized employee organization.
- c. Employees who are in units represented by a recognized employee organization may choose to represent themselves or be represented by the recognized employee organization at any stage of this grievance procedure. Employees who are not in a represented unit may choose to represent themselves or be represented by any layperson or employee organization. Neither the grievant party nor the city may be represented by legal counsel.
- d. No employee or recognized employee organization shall be interfered with, intimidated, restrained, coerced, or discriminated against for exercising these grievance rights.
- e. Nothing in this grievance procedure shall be construed to restrict any legal or inherent exclusive city rights with respect to matters of general legislative or managerial policy, which include among others: The exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedure and standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work.

## **ARTICLE II – INFORMAL GRIEVANCE PROCEDURE**

### **SECTION 4 GENERAL**

- a. It is the mutual responsibility of employees, employee organizations, and management to resolve grievances informally and at the lowest practicable level of management, whenever possible.
- b. Informal procedures must be exhausted prior to initiation of the formal grievance procedure.

### **SECTION 5 STEP ONE – IMMEDIATE SUPERVISOR**

- a. The grievant shall first present the grievance orally to his/her immediate supervisor in an informal meeting. The grievant may request such a meeting at any reasonable time, and the supervisor shall meet within five (5) working days after such request. In the meeting the grievant shall fully explain the grievance and the solution desired. The supervisor shall present an informal, verbal decision with reasons therefore to the grievant within five (5) working days after the meeting.
- b. Any grievant whose grievance is not resolved to his/her satisfaction may institute a formal grievance procedure. Such formal procedure shall conform with the steps and provisions prescribed in Articles III and IV.

## **ARTICLE III – FORMAL GRIEVANCE PROCEDURE**

### **SECTION 6 GENERAL**

- a. All the formal grievances shall be in writing. A supply of grievance forms shall be maintained in each department and shall be readily accessible to all employees and recognized employee organizations.
- b. Each level of management upon receipt of a formal grievance shall notify the recognized employee organization (if any) which represents the employees of the unit from which the grievance originates concerning the times and places of all grievance proceedings. The highest level of management involved shall notify the appropriate recognized employee organization(s) in writing prior to implementation of any grievance settlement which affects the rights or conditions of employees they represent.

### **SECTION 7 STEP TWO – INTERMEDIATE SUPERVISOR**

- a. The grievant may appeal the immediate supervisor's decision by completing Section 2 of the grievance form and filing it with the appropriate intermediate supervisor within five (5) working days.
- b. The intermediate supervisor shall within ten (10) working days investigate the grievance, discuss the grievance with the grievant and/or representative as requested, render a decision in writing on the grievance form together with the reasons therefore, and return the form to the grievant.

### **SECTION 8 STEP THREE – DEPARTMENT HEAD**

- a. The grievant may appeal the intermediate supervisor's decision by completing Section 3 of the grievance form and filing it with the appropriate department head within five (5) working days.
- b. The department head shall within ten (10) working days investigate the grievance, discuss the grievance with the grievant and/or representative as requested, render a decision in writing on the grievance form together with the reasons therefore, and return the form to the grievant.

### **SECTION 9 STEP FOUR – CITY MANAGER**

- a. The grievant may appeal the department head's decision by completing Section 4 of the grievance form and filing it with the City Manager's office within five (5) working days.
- b. The City Manager or his/her representative shall within ten (10) working days investigate the grievance, discuss the grievance with the grievant and/or the grievant's representative as requested, render a decision in writing on the grievance form together with the reasons therefore, and return the form to the grievant.

### **SECTION 10 STEP FIVE – GRIEVANCE APPEALS COMMITTEE**

- a. The grievant may appeal the City Manager's decision by completing Section 5 of the grievance form and filing it with the Personnel Office within ten (10) working days.
- b. Upon receipt of a Step Five appeal, the Personnel Office shall notify the members of the Grievance Appeals Committee. The Grievance Appeals Committee shall then schedule the appeal for hearing not later than ten (10) working days from the receipt of the grievance and shall forthwith notify the



grievant and his/her representative of the time and place at which the appeal will be considered.

- c. The Grievance Appeals Committee shall conduct a hearing, and shall hear all witness, testimony and evidence from both sides and shall render a written decision on the grievance form together with reasons therefore and return the form to the grievant, through the Personnel Office, within ten (10) working days. A complete tape recording and/or transcript shall be kept for all Grievance Appeals Committee hearings. The cost of any transcript or transcript of any tape recording shall be paid for by the requesting party.
- d. A majority decision of the Grievance Appeals Committee shall be final and binding unless such decision binds the city to a financial expenditure which can be authorized only by the City Council. In such case the City Council may review the record and affirm, reverse, modify, or refer the matter back to the Grievance Appeals Committee for further hearing. Such action shall be taken by the City Council only on a review of the record and a finding that the decision of the Grievance Appeals Committee was not supported by the record.

## **ARTICLE IV – RULES OF PROCEDURE**

### **SECTION 11 COMBINING GRIEVANCES**

An employee shall include all current grievances in one grievance procedure. To the degree practicable, grievances shall not be duplicated. If several grievants wish to present grievances which are the same or substantially similar, such grievances shall be joined in one proceeding by mutual agreement of the grievant or grievant's representative and the Personnel Department. Where there is no mutual agreement to join grievances, the same or substantially similar grievances shall be processed sequentially, by appropriate unit, in the order filed and time limitations will be held in abeyance pending complete processing of earlier complaints.

### **SECTION 12 WAIVING LEVELS OF REVIEW**

Any steps in the grievance procedure, other than steps one and five, may be waived when the grievant or grievants and all levels of management involved in the steps waived mutually consent to such procedure in writing on the grievance form.

### **SECTION 13 TIME LIMITATIONS**

- a. Time limits established by this procedure may be extended or shortened by mutual agreement in writing on the grievance form by the grievant or grievants and the level of management/Grievance Appeals Committee involved in that step.
- b. Failure by a grievant to appeal a decision within the time limits prescribed shall be deemed a resolution of the grievance, unless the grievant is unable to appeal for cogent reasons. Failure of management to meet with the grievant or to render a decision within the time limits prescribed shall justify appeal to the next step of the grievance procedure.

### **SECTION 14 TIME OFF**

- a. When practicable, proceedings shall be held within the employees' normal working hours. If held at other than the employees' normal working hours, the employee shall be entitled to an equivalent number of hours off on an hour for hour basis.

- b. Reasonable time off from usual duties shall be accorded to employees for the purposes of meeting with employee representatives, preparing and investigating grievances, presenting grievances, serving as a representative of a recognized employee organization at a grievance procedure, or representing a grievant, provided that before leaving his/her usual duties the employee shall obtain permission from the immediate supervisor involved. Such permission shall not be unreasonably withheld.

#### **SECTION 15 PRIVACY**

All grievance procedures shall be conducted in closed sessions, except that specified observers may be admitted by mutual agreement of the parties involved.

### **ARTICLE V – GRIEVANCE APPEALS COMMITTEE**

#### **SECTION 16 COMPOSITION AND SELECTION**

The Grievance Appeals Committee shall consist of three members. Each committee member shall serve for two (2) years and until selection of a successor. Committee members shall be selected as follows:

- a. One city employee selected by recognized employee organizations acting jointly.
- b. One city management member selected by the City Manager.
- c. One lay chairperson selected by recognized employee organizations and the City Manager acting jointly.

#### **SECTION 17 ALTERNATE MEMBERS**

An alternate for each of the three (3) principal Grievance Appeals Committee members shall be selected to serve for the same period as that of their respective principals. Alternate members shall be selected in the same manner as principals except that no alternate member shall be from the same city department or appropriate unit as his/her respective principal. Alternate members shall serve in the place of their respective principals when the principal is unavailable, when the principal abstains from serving, and when the principal is from the same city department of appropriate unit in which the grievance originates.

#### **SECTION 18 COMMITTEE PROCEDURE**

The Grievance Appeals Committee shall meet on call of its chairperson or of the Personnel Office. Deliberations of the committee shall be informal and shall provide a full and fair hearing of the grievance and proposed solutions. The city shall provide the committee with suitable facilities and reasonable secretarial support. Each party shall bear its own costs for any expenses involved in calling witnesses or producing desired evidence.

### **ARTICLE VI – MISCELLANEOUS PROVISIONS**

#### **SECTION 19 CONSTRUCTION**

This resolution shall be administered and construed as follows:

- a. Nothing in this resolution shall be construed to deny to any person, employee, organization, the city, or any authorized officer, body or other representative of the city, the rights, powers and authority granted by Federal or State law.



- b. This resolution shall be interpreted so as to carry out its purposes as set forth in Article I.

**SECTION 20 SEVERABILITY**

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

DULY AND REGULARLY adopted this thirteenth day of February, 1979.

CITY OF ROHNERT PARK

/s/ Warren K. Hopkins  
Mayor Hopkins

AYES: (5) Councilmen Beary  
Carbone, Roberts,  
Stewart and Hopkins

NOES: (0) None

ABSENT: (0) None

ATTEST:

/s/ Sandra Faus  
Deputy City Clerk

Re-typed January 2003  
jdc

RESOLUTION NO. 2001 - 270

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
AMENDING THE CATASTROPHIC LEAVE PROGRAM FOR ELIGIBLE,  
ACTIVE EMPLOYEES**

**WHEREAS**, the City has established a system and pool whereby employees of the City of Rohnert Park may donate and use vacation hours to alleviate financial hardship in catastrophic circumstances; and

**WHEREAS**, the City wishes to expand the program to include the donation of compensatory hours; and

**WHEREAS**, the City agreed in the meet and confer process with employee groups to establish a Catastrophic Leave Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Rohnert Park hereby adopts and approves "Exhibit A" hereby attached as it's Amended Catastrophic Leave Program for eligible active employees.

**BE IT FURTHER RESOLVED** that the City hereby establishes this Amended Catastrophic Leave Program and that the City Manager is authorized to administer said program.

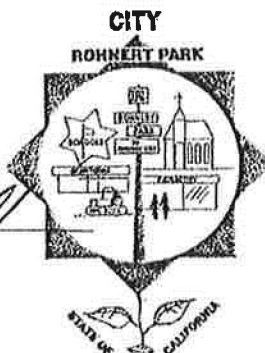
**DULY AND REGULARLY ADOPTED** this 11<sup>th</sup> day of December, 2001.

CITY OF ROHNERT PARK

Mayor

ATTEST:

Deputy City Clerk



FLORES: AYE

REILLY: AYE  
AYES: (5)

SPIRO: AYE  
NOES: (0)

VIDAK-MARTINEZ: AYE  
ABSENT: (0)

MACKENZIE: AYE  
ABSTAIN: (0)

RESOLUTION OF THE COUNCIL OF THE CITY OF  
ROBERT PARK OUTLINING POLICY FOR PROVISION OF FRINGE  
BENEFITS TO PERMANENT PART-TIME EMPLOYEES

WHEREAS, the Council finds and determines that it is appropriate to extend fringe benefits to permanent part-time employees who are employed on a year round basis, and

WHEREAS, the Council differentiates between permanent part-time employees who work year round and seasonal part-time employees who are employed for six months or less, and

WHEREAS, the Council recognizes the city's obligation as a responsible employer to provide the fringe benefits on a pro-rata basis to permanent part-time employees on a year round basis,

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Robert Park that effective immediately the City Manager be and is hereby authorized to extend to permanent part-time employees who work year round certain fringe benefits subject to the following:

1. Enrollment in the Public Employees' Retirement System (P.E.R.S.)
2. Vacation on a pro-rata basis.
3. Sick leave on a pro-rata basis.
4. Holiday pay on a pro-rata basis.
5. Vision care on a pro-rata basis.
6. Residency bonus on a pro-rata basis.
7. Non-smoking premium on a pro-rata basis.
8. Salary continuation-Standard Life Insurance Company on a pro-rata basis.
9. Life Insurance-Standard Life Insurance Company on a pro-rata basis.
10. Health and medical coverage and life insurance-BENEFIT on a pro-rata basis.
11. Dental care benefits on a pro-rata basis.
12. Pro-rata basis will be determined by the amount of time that the employee regularly works. Pro-rata shall be done on a one-half or three-fourths basis only with permanent part-time employees having to put in at least 20 hours weekly minimum on a regular basis to get the half-time contribution towards fringe benefits and employee having to put in at least 30 hours weekly on a regular basis to qualify for the three-fourths city contribution towards fringe benefits.

Permanent part-time employees working regularly less than one-half time, that is less than 20 hours per week, shall not be entitled to fringe benefits.

13. For items 8 through 11 above, pro-rata basis means the city will contribute towards the premium cost for these fringe benefits on a ratio basis determined by the amount of time the employee regularly works as set forth above. For example, for a one-half time employee (20 hours a week) the city will contribute 50% of the premium payment for fringe benefits items 8 through 11.

Employee enrollment in any or all of said health fringe benefits (items 8 through 11) will be at the employee's option. At the employee's discretion the city's aggregate dollar contribution for said fringe benefits may be applied towards the cost of any of the fringe benefits rather than all of them. For example, an employee can opt to forego the dental, life and salary continuation coverage fringe benefits and have the city's contribution applied toward the health and medical coverage, thus reducing the part-time employee's required dollar contribution to same. Any excess unused city's dollar contribution will remain the city's. Employee health and medical and dental coverage premiums will be calculated based on the number of employee's dependents covered.

BE IT FURTHER RESOLVED that the Council affirms the city policy of not extending fringe benefits to seasonal or temporary employees who are employed for six (6) months or less.

DULY AND REGULARLY ADOPTED this 11th day of August, 1980.

ATTES: (3) Cardone, Cavalli & Roberts  
MOES: (1) None  
ABSENT: (2) Hopkins, Stewart  
ATTEST: *Shirley Stewart* City Clerk  
Mayor Robert Park



CITY MANAGER'S  
ADMINISTRATIVE POLICY NO. 1:  
PERSONNEL RULES AND REGULATIONS

NOVEMBER 9, 2004

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## SECTION 1 - INTRODUCTION

- A. **Purpose** - The City Manager, as Personnel Officer for the City or his/her designee, is charged with the responsibility of the City's personnel practices. In order to establish an equitable and uniform procedure for dealing with personnel matters and to attract to municipal service the best and most competent persons available, to assure that appointment and promotions of persons will be based on merit and fitness and to provide a reasonable degree of security for qualified employees, the following rules and regulations are established.
- B. **Coverage** - These rules and regulations apply to all offices, all regular full-time employees, regular part-time employees, and all positions and employments in the service of the City, except;
1. Elective officers in the performance of their elective duties and Members of appointed boards, commissions and committees.
  2. Persons engaged under contract to supply expert, professional, technical or other services.
  3. Volunteer personnel, such as volunteer auxiliary firefighters and public safety reserve officers.
  4. City Manager and City Attorney.
  5. Probationary employees, except as expressly provided herein.
  6. Limited Service Personnel (i.e. temporary or seasonal employees employed by the City not more than six (6) months during the fiscal year for special purposes).
  7. Part-time employees paid by the hour or day who do not meet the definition of regular part-time employees.
- C. **General Provisions** -
1. The City expressly prohibits discrimination in employment on the basis of race, religious creed, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, sex, sexual preference, political opinion, political affiliation or on the basis that an individual is age forty (40) or over, or any other basis protected by federal, state or local law.
  2. An employee's work performance will be evaluated by their immediate supervisor or the supervisor's designee at least once a year on a form prescribed by the Personnel Officer. Supervisors will discuss their evaluations in full with each employee, outline goals and expectations, and point out where the employee has done an outstanding job and suggest ways in which job performance can be enhanced.
  3. All regular appointments include a probationary period as provided herein of not less than twelve (12) months for miscellaneous employees, not less than twenty-four (24) months for management employees, not less than eighteen (18) months for dispatch employees, and not less than eighteen (18) months for Public Safety sworn employees.
    - a. Promotional appointments include a probationary period of not less than six (6) months for non-supervisory employees and twelve (12) months for supervisors (includes management classifications).
  4. Employees must be physically and mentally able to perform the essential functions of the job, with or without reasonable accommodation.

5. The City reserves the right to amend these rules and agrees to meet and confer with representatives of recognized employee organizations on those changes that are within the scope of representation.
6. Nothing herein prevents or restricts the City's right to contract for performance of expert, professional, technical or any other services.
7. Nothing herein prevents or restricts a Supervisor from issuing departmental rules, policies or regulations needed for the efficient operation of a City department.
8. The definitions applicable throughout these rules are set forth in the attached Glossary and are hereby incorporated by reference.

D. **Bargaining Units** - If any outline of conditions of employment or memorandum of agreement between a recognized employee organization and the City conflicts with the provisions of these rules, then the provisions of the memorandum of agreement will prevail.

E. **Personnel Records** - In the case of personnel records, the term "personnel records" means any file maintained under the individual's name by his or her employing agency containing records relating to personal data, including marital status, family members, educational and employment history, or similar information, medical history, election of employee benefits, and employment advancement, appraisal, or discipline.

1. The City maintains personnel files for all employees which contain all records, files and documentation used to determine the employee's qualifications, performance, promotion, additional compensation, or termination or other disciplinary action.
  - a. Each employee must promptly notify the Human Resources Department of any changes in relevant personal information, including but not limited to; mailing address; telephone number; name(s) of dependent(s); and persons to contact in an emergency, along with contact information.
  - b. Personnel files are deemed confidential unless the employee consents to a disclosure in writing or the City is required to disclose such material by law. City personnel have access to confidential personnel files only on a "need to know" basis for legitimate business reasons.
2. The City maintains a confidential file for all employees which contains all medical information about an employee or applicant. Information in this confidential file is obtained and maintained in accordance with state and federal law (e.g. the California Confidentiality of Medical Information Act and the federal Health Insurance Portability and Accountability Act ("HIPAA")). City personnel have access to confidential medical files only on a "need to know" basis for legitimate business reasons.
3. All inquiries from outside agencies, firms, or individuals concerning personnel will be referred to the Human Resources Department for handling and response. This includes, but is not limited to, inquiries concerning employee performance or evaluation in connection with new employment opportunities and employment verification checks for financing purposes. This procedure applies to both former and present employees.
  - a. Absent a written release from the employee, the Human Resources Department provides only dates of hire and termination, position title, and pay range.
  - b. Information disseminated to inquiring parties will be extracted from the personnel files in the Human Resources Department. The City's written response to inquiries will be made a part of the employee's personnel file and will be available for his/her scrutiny.

4. Any employee who wishes to review his or her personnel records should contact the Human Resources Department and set up an appointment at a mutually agreed upon time. The review must be done in the presence of the Human Resources Assistant or his/her designee at the location where the file is stored and at no loss of compensation to the employee. An employee may request a copy of any employment-related document that he/she has signed. This subsection does not apply to those employees covered by the Public Safety Officers' Procedural Bill of Rights (Government Code §3300 et seq.)
    - a. An employee is not entitled to inspect records set forth in Labor Code section 1198.5(d) as it may, from time to time, be amended. Impact records relating to the investigation of a criminal offense or letters of reference.
    - b. An employee is not entitled to inspect complaints, or investigation of complaints, concerning an event or transaction in which the employee was involved or participated to the extent that the disclosure of such information would constitute an unwarranted invasion of personal privacy.
  5. Employees have the right to respond in writing to any evaluation report placed in their personnel file. Such responses must be submitted within thirty (30) calendar days of the evaluation interview and will be included in the personnel file records.
- F. **Destruction of Records** - The employee personnel records are considered a permanent record and all personnel file documents are retained by the City for the duration of the employee's period of employment and for any subsequent period required by law.
- a. The records of former employees are retained in accordance with the schedule established in Resolution 90-161.
  - b. Shredding destroys personnel records that have reached the time limit established in Resolution 90-161.

## **SECTION 2 - PAY PLANS AND COMPENSATION**

### **A. Classification Plan -**

1. **Creation of classifications.** The City Council, upon recommendation by the Personnel Officer, shall create a classification plan for City employees. Each position shall be allocated to a class identified by class title. Positions shall have the same class title when they conform to the same specification or when the positions' descriptions are sufficiently similar as to qualifications, educational requirements, responsibilities, level of supervision, and other characteristics.
2. **Specification of classes.** A class may include more than one position. Each class will have a specification, which includes: a concise, descriptive title, a brief definition, a description of the essential job duties and responsibilities, a statement of special requirements, and a statement of desirable qualifications.
3. **Reclassification.** The Personnel Officer is responsible for reviewing the duties and responsibilities of positions and recommending to the City Council the creation of new classes and the abolition of existing classes. The Personnel Officer shall review classifications and make determinations in the following situations:
  - a. Upon the recommendation of the Supervisor or upon the request of an employee, the Personnel Officer has the right to reallocate a position to a different class whenever its duties change materially, provided the reclassification can be accomplished within budget limitations. The Personnel Officer has the discretion to determine when the duties have materially changed which



warrant a reclassification. To process reclassifications in a timely manner, the following process will be followed:

- i. Supervisor or employee submits a request of reclassification to the Human Resources Department.
  - ii. Within fifteen (15) working days, the Human Resources Department makes an initial determination whether the employee's ongoing job duties and responsibilities warrant a position reclassification. Once completed, the Human Resources Department forwards its recommendations to the Personnel Officer.
  - iii. Within fifteen (15) working days the Personnel Officer affirms or modifies the Human Resource Department's recommendations. As a general guideline, the Personnel Officer will provide the following conclusions to the employee and his or her supervisor: re-assign work duties so the employee is no longer working outside of classification, appoint employee to existing classification with greater responsibility, or create a new classification that more accurately reflects the employee's ongoing job duties and responsibilities.
- b. When the duties of a position so change that no appropriate class for it exists, the Personnel Officer must prepare an appropriate class specification for it and submit it to the City Council for approval.
  - c. Reclassification of a position may not be used to circumvent the rules and regulations concerning demotion, promotion or compensation.

**B. Salary Ranges, Plans and Compensation**

1. **Meet and confer.** The City will meet and confer regarding changes to salary rates or salary ranges affecting existing employees represented by a recognized employee organization. After meeting and conferring, the Personnel Officer will prepare the pay plan, which establishes a flat rate or salary range for each class.
2. **Changes to salary ranges.** When the City Council changes a salary range for a class, all employees' salaries in the class will be adjusted to the corresponding step in the new range.
3. **Transfer to another class.** An employee whose position is moved from one class to another class that has the same salary range does not receive a change in salary. When an employee is moved from one class to a class with a higher maximum salary, the employee's salary in the higher class will be the minimum salary for that class, unless that minimum is lower than, or the same as, the employee's salary at the time of the move. In that event, the employee will receive the next higher step within the pay range of the higher class. Employees receiving a promotion will receive at least a 5% increase in salary unless limited by the salary range maximum. The new review date for promoted employees is the date of promotion or in six (6) months if the employee is placed at Step A.
4. **Demotions.** When an employee is demoted, (moved from one class to a class with a lower maximum salary), the Personnel Officer will set the employee's salary within the range of the class to which the employee has been demoted. In this event, the employee's anniversary date will be the same as the effective date of demotion for purposes of conducting performance reviews and making corresponding salary adjustments. The employee's original hire date will continue to determine his or her eligibility for other types of benefits and leave accruals.
5. **Reclassifications.** An employee whose position is reclassified from one class to a class with a lower maximum salary retains his/her original anniversary date. A reclassified employee retains the salary of the higher class if the employee's salary at the time of reclassification does not exceed the maximum salary for positions of the lower class. If that salary does exceed that maximum, the

employee will continue to receive his/her present salary until such time as the maximum salary for the class exceeds his/her rate of pay.

C. **Employee Performance Review and/or Evaluation** - The performance evaluation process is intended to improve productivity and foster communication between supervisors and employees. Evaluations should be conducted at least annually in accordance with the schedule set forth for that employee's job classification and should be based upon position-specific performance elements and work standards. The evaluation must indicate clearly whether overall performance is superior, satisfactory, or substandard. The review process must provide for employee feedback and face-to-face communication. Results of the performance review will be utilized to determine employee's training and development needs.

1. **Salary adjustments.** Results of the employee's current performance review will be used to determine salary adjustments on the employee's anniversary date. Employees whose work performance is satisfactory will be eligible for advancement to the next higher step (not to exceed the maximum) of the salary range. Employees who receive a less than satisfactory rating may not be eligible for a salary advancement on their anniversary date.
2. **Employee review and response.** Employee will be provided with a copy of his/her performance evaluation twenty-four (24) hours prior to the evaluation interview. Employees have the right to respond in writing to the evaluation report should they so desire. Said responses should be submitted to the reviewer no later than thirty (30) days after the evaluation interview. Contents of an employee's performance evaluation are not subject to the grievance procedure.
3. **Copies kept in personnel file.** The employee's complete, original, and signed performance evaluation - including any written comments provided by the employee - is filed in the employee's official personnel file kept in the Human Resource Department.

D. **Pay Period** - The pay period for all employees is bi-monthly on the 15th and the last day of the month. When the 15<sup>th</sup> or the last day of the month falls on a weekend or holiday, paychecks will be available the prior Friday. All paychecks are to be distributed to the departments and delivered to the employee by noon on the 15<sup>th</sup> or the last day of the month.

1. **Time cards.** All employees are required to keep a timecard and accurately record all hours worked.
  - a. **Full-time employees.** Regular full-time employees will be paid for the prior two-week period worked.
  - b. **Part-time employees.** Regular part-time and hourly part-time employees must submit their timecards to the Finance Department on the 5<sup>th</sup> and 20<sup>th</sup> of the month and will be paid the following payday for the time submitted.
2. **Direct deposit.** Any employee wishing to have their paycheck directly deposited may do so by contacting the Finance Department and filling out the required documents.

- E. **Overtime** - Overtime hours must be approved in advance by the employee's direct supervisor or Department Head. Overtime is to be kept to a minimum consistent with maintenance of essential City services. All non-exempt employees will be paid overtime as required by applicable law and in accordance with any provisions in applicable memoranda of agreement.
- F. **Compensatory Time Off** - Subject to applicable memorandum(s) of agreement or the outline of certain employment conditions for non-represented employees, compensatory time off may be granted in lieu of overtime pay for overtime work performed by eligible employees. Compensatory time off is subject to the accrual cap in the relevant memorandum of agreement.
1. **Approval of overtime.** Employees must obtain pre-approval before working any overtime. The Supervisor will authorize such overtime work and will notify the Personnel Officer upon such authorization. The Supervisor is responsible for arranging his/her department so that compensatory time off can be taken.
  2. **CTO for exempt employees.** Management employees and any bona fide exempt personnel will receive administrative leave, as qualified under FLSA, in-lieu of the compensatory time off. All exempt personnel must record leaves of four hours or more using the City's "Employee Absence Report" and submit it to the appropriate immediate supervisor.
  3. **City reserves the right to pay overtime in lieu of accruing CTO.** At the discretion of the City, certain personnel may be paid for all or a portion of overtime worked in lieu of accruing CTO. The City can elect to pay employees for overtime worked if it is determined that an employee cannot reasonably take the CTO without hindering the performance of essential City functions.
  4. **Pay-out of accrued CTO.** The City retains the right to pay out unused CTO at all times selected by the City. The current memorandum(s) of agreement or outline of certain conditions of employment will reflect accrual information, time, and manner in which any payment for unused compensatory time will be made.
  5. **Payment upon separation.** Upon separation, all employees will be paid a lump sum for all outstanding approved and accrued compensatory time and/or administrative leave.
  6. **Use of CTO.** Employees who wish to use CTO must obtain prior authorization of their Supervisor or Department Head. The City's policy is to permit the use of CTO within a reasonable period after the request for use is made. Use of CTO on the specific dates requested by an employee will be permitted as much as reasonably practicable taking into account the operational needs of the department. To facilitate scheduling, employees are encouraged to provide as much advance notice as possible of the dates they desire to use CTO.

### **SECTION 3 - BENEFITS**

A. **Holidays** -

1. **Scheduled holidays.** The City Council establishes the holidays to be observed by the City for each calendar year, subject to modification by any applicable MOA. Generally, the City observes as holidays those days proclaimed by the President of the United States, the Governor of the State of California, and/or the Mayor of the City of Rohnert Park to be public holidays. Additionally, the City usually observes any day declared by the Governor to be a day of mourning or special observance for State employees.
2. **Weekend holidays.** Generally, when a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on an employee's regularly scheduled day off, the applicable memorandum of

agreement will determine whether the employee is paid holiday pay or given compensatory time off. If any outline of conditions of employment or memorandum of agreement conflicts with this subsection, the provision of the conditions of employment or memorandum of agreement will prevail.

3. **Holiday pay.** Regular full-time and regular part-time employees are entitled to receive time off with pay at their regular rate of pay for the holiday. Regular part-time employees receive either 50% or 75% of the holiday pay as determined by the number of hours per week the employee is normally scheduled to work. An employee who resigns may not select a holiday as the employee's last day of employment.
4. **Required work on holiday.** An employee whose job performance is essential to maintain public services may be required to work on a holiday. In such cases, the applicable MOA will specify the pay and/or benefits received for the work performed on holidays.

B. Vacation -

1. **Vacation policy.** All regular full-time and regular part-time employees are entitled to vacation time off work with pay. Eligible regular part-time employees accrue vacation at the rate of 50% or 75% of the allotment established for full-time employees as determined by the number of hours the part-time employee is regularly scheduled to work. Eligible employees will accrue vacation from the date-of-hire but may not take accrued vacation until the completion of six (6) months of continuous service. However, upon completion of six months of service, he/she will be eligible to request a scheduled vacation. This vacation policy is subject to modification through an applicable MOA for represented employees.
2. **Vacation accrual.** Vacation accrues for regular full-time employees according to the following schedules established in the applicable MOA's or Outline of Benefits for the Management and Confidential Units.
3. **Use of vacation.** An employee's scheduled vacation must be approved by his/her supervisor. The smallest amount of vacation time that may be used is ¼ hour (15 minutes). An individual may have unused annual vacation leave carried over to the following calendar year. If maximum accrual is reached, further vacation accrual will stop. When the employee uses paid vacation time and brings the available amount below the cap, vacation accrual will resume at the regular monthly accrual. The City may make an exception to the vacation accrual cap in extraordinary circumstances where, due to the requirements of City service, an employee is required to forego a vacation during the particular calendar year. In such cases, the affected employee may apply to the Personnel Officer to increase his or her vacation cap by the number of days the employee was not permitted to take as vacation days. The Personnel Officer may, in his or her sole discretion, grant such requests from time to time.
4. **Vacation at termination.** Upon termination, an employee shall receive a lump sum payment for the balance of accrued vacation hours. Payment for unused vacation shall be made at the rate of pay in effect for such employees at the time of termination. When termination is caused by the death of the employee, pay for unused vacation shall be paid to the same beneficiary the employee has designated for Life Insurance benefits. Beneficiary designation otherwise, shall be in writing, signed by the employee and filed with the Finance Department, Payroll Office. Vacation accruals are not paid to employees who are employed by the City less than six months.
5. **Holidays falling during vacation.** When a day designated and observed by the City as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday pay and he/she shall not be paid or charged for vacation. This holiday policy is subject to modification through an applicable MOA for represented employees.

6. **Illness during vacation.** If an employee becomes ill or is injured while on vacation, the time off will still be counted as vacation time and not sick time.
7. **Vacation accrual during leave of absence.** Employees who are off work on a paid leave shall continue to accrue vacation during the leave period. Employees who are off work on an unpaid leave shall no longer accrue vacation after ninety (90) calendar days.

**C. Sick Leave -**

1. **Eligibility.** Regular full-time and regular part-time employees are eligible for sick leave in accordance with the applicable MOAs. Unrepresented, confidential, and management employees' eligibility for sick leave is specified in the applicable City resolution outlining their conditions of employment, benefits and salary adjustments.
2. **Accrual.** Sick leave shall be accrued in accordance with the applicable MOA's or Outline of Benefits for the Management and Confidential Units.
3. **Use of sick leave.**
  - a. To qualify for sick leave, the employee must report his/her illness or injury to his/her supervisor at the beginning of any sick leave period and daily thereafter unless otherwise arranged. The supervisor may require a written statement from the employee's health care provider verifying that the employee is or was incapacitated and unable to perform his/her duties. Any absence of five (5) days or more for sick leave will require a certification from a health care provider.
  - b. Sick leave may be taken for an employee's personal, non-industrial illness or injury. Additionally, the employee may use up to one-half his/her yearly paid sick leave accrual (based on calendar year) to attend to an illness of a child, parent, spouse, or domestic partner of the employee or the child of the employee's domestic partner.
  - c. An employee may use sick leave for medical examinations and appointments provided, however, that such leave time may be limited to four (4) hours in any one working day at the employee's supervisor's discretion.
  - d. An employee requesting to use paid sick leave must specify whether the use is for personal illness or to care for a family member. In the event that an employee exhausts his/her paid sick leave, he/she may be entitled to additional unpaid leave under the Family and Medical Leave Policy.
  - e. Any employee who is absent from work on sick leave shall not engage in work or other activities at any time that would be in conflict with the inability to report for work and to perform the duties assigned. If an employee violates this policy, appropriate disciplinary action will be taken.
4. **Sick leave accrual during leave of absence.** Employees who are off work on a paid leave shall continue to accrue sick leave during the leave period. Employees who are off work on an unpaid leave shall no longer accrue sick leave after ninety (90) calendar days.
5. **Accumulation.** Accrued sick leave may be accumulated to the limits described in the applicable Memorandum of Agreement.
6. **Sick leave and Workers' Compensation disability payments.** An employee receiving temporary disability payments under the Workers' Compensation Laws, may use accumulated sick leave in order to continue to maintain his/her regular income. Under such circumstances, the employee shall be paid (out of his or her sick leave balance) the difference between his/her full salary in proportion to the amount of his/her full salary paid by the City during such period of disability.



**D. Bereavement Leave**

1. In the case of death within the immediate family of an employee, the employee shall be entitled to three (3) days of paid leave. An additional two (2) days of sick or vacation leave may be taken upon approval of the employee's supervisor if the employee must travel out of the area (at least 250 miles one way).
2. Immediate family in this case means: spouse, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including stepchildren), stepparents, aunts, uncles, grandparents, grandparent-in-law, grandchildren and relationships in loco-parentis and close personal relationships, with the approval of the City Manager or his/her designee.

The employee's supervisor may require proof of death of the person(s) for whom the employee is taking bereavement leave.

**E. Military Leave**

1. **Eligibility.** The City grants military leave to all employees for service in the uniformed services in accordance with federal and state law.
2. **Notice.** The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation and provide a copy of his/her military orders.
3. **Compensation.** Employees on temporary military leave will be paid their normal salary for the first thirty (30) calendar days while engaged in the performance of ordered military duty. Pay for such purposes shall not exceed 30 days in each fiscal year. If the employee's military leave exceeds thirty days, the City will continue to pay the difference between the employee's normal salary and the total of his/her military compensation if the employee is called to active duty as a result of a declaration of emergency, war, or as necessary for homeland security as declared by the President of the United States, Secretary of Defense, Secretary of Homeland Security or the Governor of California. In such cases, the employee shall submit his/her military earning statement to the Finance Department, Payroll Office to assist in calculating the employee's salary. In no event will the employee be compensated in excess of his/her normal City salary. All other military leave is unpaid except where necessary to maintain exempt status under the Fair Labor Standards Act. Employees may elect to use any other accrued paid leave time (e.g. vacation) during unpaid military leave.

Employees will receive any merit and/or general salary increases for which they become eligible during military leave.

**4. Benefits**

- a. **Health insurance.** All health insurance benefits will remain in place while the employee is in a paid military leave status as indicated in Section 3 above. For employees in a non-pay status, all health insurance benefits will continue for a period of 12 workweeks on the same terms and conditions as if the employee were not on a leave of absence. The 12 workweeks would be calculated based on the beginning of non-pay status. Thereafter, the employee has the option to continue his/her health plan benefits, at the employee's expense, for up to eighteen months.

For employees both in a paid and unpaid status, the benefits shall be provided in accordance with the City's applicable agreements, outlines, rules, policies and procedures and all state and federal laws. Such benefits may be subject to individual plan provisions.

- b. **Pension plan benefits.** During any period of paid leave, the City will pay the employer and employee contributions to CalPERS. Additionally, employees returning from military leave are entitled to pension benefits that accrued during military service and to any CalPERS contributions

that would have been made if the employee had not been absent due to military leave. Military leave is not considered a break in service for purposes of pension benefits.

- c. **Vacation benefits.** Vacation benefits continue to accrue during paid military leave. Employees returning from military leave are entitled to begin accruing vacation at the rate the employee would have attained if the employee had not taken military leave.
  - d. **Seniority.** Employees returning from military leave are entitled to the seniority and other rights and benefits determined by seniority that they would have attained with reasonable certainty had the employee not taken a military leave.
5. **Reinstatement.** Employees will be reinstated in accordance with all applicable laws. Upon completion of military leave, the employee is required to furnish the Human Resources Department a copy of his/her military separation document. Reinstatement will not be denied or delayed if the information does not yet exist or is not readily available, however, the employee is required to provide the information as soon as it is available. Reinstatement will be denied only when legally permissible.

Federal law provides for the following reinstatement period:

- a. For military leave of less than 31 days, the employee must report for reemployment at the beginning of the first regularly scheduled workday that would fall eight hours after he or she returns home, unless reporting within such time frame is impossible and then the employee must report as soon as possible.
- b. For military leave of more than 30 days but less than 181 days, the employee must report for reemployment within 14 calendar days following completion of service, unless reporting within such time frame is impossible and then the employee must report as soon as possible.
- c. For military leave greater than 181 days, the employee must apply for reemployment within 90 days of completion of the service.

#### **F. Family And Medical Leave**

1. **Eligibility.** Family and medical leave ("FML") shall be granted in accordance with the provisions of state and federal law. All employees who meet the eligibility criteria stated in this policy are entitled to take an unpaid FML.

To qualify for FML, an employee must have been employed by the City for a period of twelve months and have worked for at least 1250 hours during the 12-month period immediately preceding the leave. FML may be granted for the following reasons: (1) the birth of a child to an employee or placement of a child with an employee in connection with the adoption or foster care; (2) to care for a child, parent, spouse or domestic partner who has a serious health condition; or (3) for the employee's own serious health condition that makes the employee either unable to work at all or unable to perform one or more of the essential functions of the position assigned.

2. **Amount of FML.** Eligible employees are entitled to FML totaling twelve (12) weeks within a 12-month period. The 12-month period within which the leave must be taken begins on the date the employee's leave begins and concludes 12 months after that date. This leave shall be concurrent with any disability leave associated with pregnancy, childbirth, or related pregnancy conditions as provided in the City's Pregnancy Disability Leave (PDL) Policy.
3. **Intermittent leave.** When medically necessary (as certified by a health care provider), leave may be taken on an intermittent or reduced leave schedule. "Intermittent leave" is leave taken in separate blocks of time due to a single event, rather than for one continuous period of time, and may include periods of not less than 1/4 of an hour and up to several weeks. The City may require an employee

who is on a reduced work schedule or intermittent leave to temporarily transfer to an alternative position, with the same pay and benefits, if the alternative position better accommodates the required work schedule than the employee's usual position.

4. **Notice of leave.** An employee must provide at least thirty (30) days advance written notice of the need for FML whenever possible. If thirty (30) days notice is not possible, the employee must give notice as soon as possible. If the employee fails to give thirty (30) days advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to postpone the leave until at least thirty (30) days after the written notice was received.
5. **Statement of health care provider.** When the leave is for a serious health condition, a health care provider must provide written certification to support the request for leave. The statement for an employee's serious health condition shall specify the commencement date of the event which prevents the employee from performing the functions of his/her position, the anticipated duration of the leave, and a statement that the employee is unable to perform the essential functions of his or her position. The statement for the employee to attend to a family member shall state the date of commencement of the serious health condition; the probable duration of the condition; an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the family member; and that the serious health condition warrants the participation of the employee.

If the FML request is for the employee's own serious health condition, the City may require, at its expense, a second opinion from a health care provider designated by the City. The health care provider designated by the City will not be one who is employed on a regular basis by the City. If the second opinion differs from the first opinion, the City may require, at its expense, that the employee obtain a third opinion by a health care provider approved jointly by the City and the employee. The third opinion shall be considered final and binding on the City and the employee.

A new statement from a health care provider may be required if the employee requests an extension to the leave requested in the original statement.

The City does not require the certification disclose the underlying diagnosis without consent from the employee.

6. **Pay during leave.** FML is unpaid except to the extent the employee elects to substitute accrued paid leave time. An employee may use accrued sick leave when the FML is for the employee's or the employee's family member's serious health condition. An employee may substitute accrued vacation leave, compensatory time off and/or paid administrative leave for any FML. The substitution of paid leave time does not extend the 12-week maximum leave time.
7. **Insurance benefit premiums during FML.** An employee is eligible for the same insurance benefits and premium payments for each benefit during FML as if the employee were not on leave, for a maximum of twelve (12) weeks. An employee on unpaid leave beyond the twelve (12) weeks is no longer considered on FML and; therefore, if the employee wishes to continue health insurance coverage he or she may do so at his or her expense, at the City's group rates. The employee must arrange for payment of his/her premium contribution, in advance. A lapse in insurance coverage will occur if a premium payment is more than 30 days late.
8. **Other benefits during FML.** During any portion of FML for which an employee substitutes other paid leave benefits, the employee will continue to accrue paid leave benefits (i.e., sick leave, vacation leave), seniority, and other benefits to the same extent that the employee would accrue those benefits if not on FML. Employees on FML are not eligible for holiday pay (e.g. paid for holidays worked) for holidays that fall during FML.
9. **Reinstatement.** Except as provided in Section 21.3.7, an employee who takes FML shall be eligible for reinstatement to the employee's former position at the former rate of pay. However, if the position



is not available due to business necessity, the City may instead offer the employee a job that is comparable in terms of pay and duties. An employee retains the same right to employment as if not on FML.

If an employee fails to report to work promptly at the end of FML, the employee will be assumed to have abandoned his/her employment unless additional leave has been approved.

10. **Reinstatement for key employees.** If reinstatement of a key employee causes a substantial and grievous economic hardship to the City, the City may deny reinstatement of the key employee to the position held at the time FML was requested. A key employee is defined as an employee who is paid on a salary basis and is among the highest paid 10 percent (10%) of all City employees as determined at the time of the request for leave.
11. **Statement regarding return to work.** If the employee takes FML leave for his or her own serious health condition, the City requires a statement by the employee's health care provider that the employee is fit to return to his/her job.
12. **Other work.** The City shall take appropriate disciplinary action if it determines that an employee has engaged in other work during a FML that is inconsistent with the employee's use of FML.
13. **Definition of health care provider.** A health care provider as used herein means a person holding either a physician's and surgeon's certificate under applicable California law or an osteopathic physician's and surgeon's certificate under applicable California law or any other individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction who directly treats or supervises the treatment of serious health conditions or any other person who meets the definition of others "capable of providing health care services" as set forth in the federal Family and Medical Leave Act and its implementing regulations.

**G. Pregnancy Disability Leave -**

1. **Eligibility.** Any employee who is disabled from working due to pregnancy, childbirth or related medical conditions is eligible for Pregnancy Disability Leave (PDL).
2. **Amount of PDL.** PDL will be allowed for the period of disability but not to exceed four (4) months (88 working days for full-time employees and pro-rata for part-time employees). PDL may be taken on an intermittent or reduced hour basis when determined medically advisable by the employee's health care provider, e.g., for morning sickness, prenatal doctor's appointments. The smallest increment of time that can be used for such leave is 1/4 of an hour. The City may require an employee who is on a reduced schedule or intermittent leave to temporarily transfer to an alternative position if the alternative position better accommodates the required work schedule.
3. **Notice of PDL.** Whenever possible, an employee must provide at least thirty (30) days advance written notice of the need for PDL. If thirty (30) days notice is not possible, notice must be provided as soon as possible.
4. **Transfer privileges.** Employees who are pregnant or have a pregnancy-related medical condition may request a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are made based on the employee's health needs, the employee will receive the pay specified for the alternate position and/or duties.
5. **Statement by health care provider.** An employee requesting PDL shall provide the Human Resources Department with certification from her health care provider stating the anticipated delivery date and estimated dates and duration of the disability. If there is a change in diagnosis, and the dates are either accelerated or delayed, notification from the health care provider is required.

A health care provider's statement must be submitted verifying the need for pregnancy disability leave or for transfer, stating the following:

- a. The date on which the employee became disabled due to pregnancy, childbirth or related medical condition or the date on which the need for a transfer became medically advisable;
- b. The probable duration of the period or periods of disability or the need for transfer; and
- c. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself and, the successful completion of her pregnancy, or that transfer is medically advisable.

A new statement may be required if the employee requests an extension of time beyond that specified in the original statement.

Any changes in the information contained in the health care provider's statement must be promptly reported by the employee to the Human Resources Department.

6. **Use of accrued leave while on pregnancy disability leave.** An employee may use any combination of accrued paid leave during the duration of PDL. The substitution of paid leave does not extend the maximum length of a PDL.
7. **Insurance benefit premiums during PDL.** An employee will receive the same insurance benefits and premium payments during PDL as if the employee were not on leave, for a maximum of twelve (12) workweeks. An employee on unpaid PDL beyond this period may continue health insurance or other benefit coverage at own her expense, at the City's group rates. The employee must arrange for payment of the premium contribution in advance. A lapse in insurance coverage will occur if a premium payment is more than 30 days late.
8. **Other benefits during PDL.** During any portion of PDL for which an employee substitutes other paid leave benefits, the employee will continue to accrue paid leave benefits (i.e., sick leave, vacation leave), seniority, and other benefits to the same extent that the employee would accrue those benefits if not on PDL. Employees on PDL are not eligible for holiday pay (i.e. pay for holidays worked) for holidays that fall during the PDL.
9. **Reinstatement.** An employee who takes PDL shall be eligible for reinstatement to her former position at her former rate of pay. However, if the same position is no longer available due to business necessity, the City may instead offer a job that is comparable in terms of pay and duties.  
  
If an employee fails to report to work promptly at the end of PDL, the employee will be assumed to have abandoned her employment unless additional leave has been approved.
10. **Statement regarding return to work.** The City requires an employee returning from PDL to provide a statement from a health care provider that certifies the employee's fitness for duty.
11. **Other work.** The City shall take appropriate disciplinary action if it determines that an employee has engaged in other work during a PDL that is inconsistent with the employee's use of PDL.
12. **Definition of health care provider.** A health care provider as used herein means a person holding either a physician's and surgeon's certificate under applicable California law or an osteopathic physician's and surgeon's certificate under applicable California law or any other individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction who directly treats or supervises the treatment of serious health conditions or any other person who meets the definition of others "capable of providing health care services" as set forth in the federal Family and Medical Leave Act and its implementing regulations.

**H. Work-Related Injury And Illness Leave**

1. **Eligibility.** All City employees are covered by Workers' Compensation Insurance. All regular employees are eligible for industrial sick leave as provided in the current applicable memorandum(s) of agreement.
2. **Reporting accidents and injuries.** An employee who is injured or becomes ill in the course of employment must immediately report the incident to the employee's supervisor. The supervisor must provide an Employee's Claim for Workers' Compensation Benefits form to the injured/ill employee for completion as soon as possible. Within 24 hours of receipt from the employee, the supervisor must submit the completed supervisor's report of injury to the Human Resources Department. An employee who fails to promptly report a work-incurred injury or illness to his or her supervisor may be subject to discipline, up to and including termination.
3. **Temporary disability benefits.** An employee eligible for temporary disability payments under the Workers' Compensation Law will receive the amount as provided by that law.
4. **Salary continuation integration with accrued leave.** Employees receiving temporary disability payments under the Workers' Compensation Law may elect to use accrued paid leave benefits at the same time they are receiving temporary disability, but only up to an amount which, when combined with temporary disability payments, does not exceed one hundred (100%) percent of the employee's normal salary. Accrued leave hours shall be charged to the extent of wages paid by the City to the employee.
5. **Termination after work-related injury or illness.** Unless otherwise prohibited by law, an employee may be terminated after the treating physician's finding that the employee's condition is "permanent and stationary" and that the disability precludes the employee from doing the essential functions of the job.
6. **Anniversary date.** A regular employee who is absent from work as the result of a work-incurred injury or illness shall retain his/her anniversary date. An employee who has not completed the probationary period is ineligible for certification to regular status during leave for a work-related injury or illness and the date for completion of the probationary period will be extended to reflect the amount of time absent on such leave.

**I. Witness Duty**

An employee who is required to appear as a witness or to otherwise participate on behalf of the City in any judicial or administrative proceeding shall receive pay as though at work for time spent in the proceeding. The employee must remit any witness fees received to the Finance Department, Payroll Office.

An employee subpoenaed to appear in a proceeding in which the City is not a party shall be granted leave without pay during the time required for that appearance, except where necessary to maintain the employee's exempt status under the Fair Labor Standards Act. The employee may use accrued vacation, administrative leave or compensatory time for this purpose.

**J. Jury Duty**

All regular and probationary employees called to jury duty will be granted a paid leave. A copy of the jury summons must be given to the Human Resources Department. The employee shall receive full pay for the time served on jury duty, provided the employee remits to the City all fees as soon as received by the employee for such duties. Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee.

All other employees will be granted leave without pay except where necessary to maintain the employee's exempt status under the Fair Labor Standards Act.

If an employee is required to report to jury duty within 2 hours of the scheduled start of the workday, the employee is not required to report to work at the start of the workday, but shall report directly to jury duty. If an employee is released from jury duty with more than one-half of his/her workday remaining, the employee is required to report to work to complete the regularly scheduled workday.

**K. Unpaid Administrative Leave**

1. **Eligibility.** Upon written request of an employee, the Personnel Officer may approve in writing an unpaid leave of absence without pay for a period not to exceed six (6) months.

2. **Reason for leave.** Unpaid Administrative Leave will be granted for the following purposes

- a. **School visit leave.** An employee who is a parent, grandparent, or duly appointed guardian with custody of a child in a licensed day care facility or in kindergarten through 12<sup>th</sup> grade will be granted up to 40 hours in a 12-month period (not to exceed 8 hours in one month) to visit the school site, if reasonable prior notice is given to the Personnel Officer. Additionally, a parent, grandparent, or guardian of a child may take time off to appear at a school in connection with the suspension of a child. The employee may use accrued leave for school visits. If accrued leave is exhausted, the Personnel Officer may allow the employee to work an alternative schedule to accommodate the leave or provide leave without pay.

Written proof of the date and time of the visit signed by an appropriate school official may be required to be provided to the Personnel Officer on return to the job.

- b. **Voting leave.** Any employee, if he or she does not have sufficient time outside of working hours to vote, may request up to two (2) hours of accrued paid leave either at the beginning or end of scheduled working hours to enable the employee to vote. If the employee has no accrued paid leave, time off shall be granted without pay except where necessary to maintain exemptions under applicable state and federal wage and hour laws.
- c. **Domestic violence leave.** An employee who is the victim of domestic violence may take unpaid leave or use any available paid time off benefits to ensure his/her health, safety or welfare, of that of his/her child, by obtaining a temporary restraining order, a restraining order, or other court assistance. Additionally, an employee may take leave to seek medical or psychological treatment, to obtain necessary social services, and/or to participate in safety planning or take other actions to increase safety. The employee must provide reasonable notice of the need for such leave and shall provide evidence satisfactory to the Personnel Officer of participation in one or more of the activities specified in the preceding sentence. The amount of leave provided shall be in accordance with Labor Code section 230.1.
- d. **Crime victim assistance leave.** An employee who is the victim of a crime, the immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim may take an unpaid leave or any available paid time off benefits to attend judicial proceedings related to that crime.
- e. **Emergency duty and training leave.** Volunteer firefighters and other emergency personnel may take an unpaid leave or use accrued leave to perform emergency duty. Volunteer firefighters may take up to 14 days leave per calendar year to engage in training. The employee must provide reasonable notice to the Personnel Officer of the need for such leave and shall provide to the Personnel Officer satisfactory evidence of participation in the emergency duty or training.

- I. **Miscellaneous leave.** In addition to the leaves described above, the Personnel Officer may approve other requests for unpaid leave at his/her discretion.

L. **Health Insurance Benefits**

1. **Benefits.** The City provides group medical, dental, and vision insurance to eligible employees and their dependents and domestic partners (effective January 1, 2005) as detailed in the applicable MOAs and City Council resolutions outlining conditions of employment and benefits. The Personnel Officer shall maintain records of the terms and conditions of the health insurance and other benefit contracts, benefit levels, and administration procedures. More detailed information regarding these benefits is set forth in the official plan documents and insurance policies that govern the plans. If there is any actual or apparent conflict between the brief summaries contained in this policy and the terms or limitations of official plan documents, the provisions of the official plan documents will prevail. Employees who wish to inspect those documents may make an appointment with the Personnel Officer for that purpose. Due to changes in MOAs, terms, conditions, benefit levels and administration requirements may be adjusted from time to time.
2. **Commencement of benefits.** The benefits described in this section shall begin the first of the month following the first day of employment or on the date-of-hire if it occurs on the first of the month.
3. **Health insurance waived by certain employees.** The City provides eligible employees alternative medical benefits when the employee has coverage from another source and the employee waives benefits under the City's plan. These alternative benefits are described in Resolution No. 96-203.
4. **C.O.B.R.A.** The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires the City to offer employees and their eligible dependents an opportunity for a temporary extension of health coverage upon separation of employment or loss of dependency status. The specific provisions and restrictions of the Act are available from the Human Resources Department.

M. **Miscellaneous Employee Benefits**

1. **Disability wage plan.** The City provides a disability wage plan to regular full time and part-time employees. Benefits and conditions of the plan are more specifically described within the City's Disability Wage Plan document available upon request from the Human Resources Department.
2. **Long-term disability insurance.** City provides long-term disability insurance to regular full-time and regular part-time employees. The purpose of LTD insurance is to provide eligible employees with a percentage of normal income when an injury or illness occurs on or off the job. The City provides two different LTD plans. The terms of the specific plan can be found in the applicable MOA or applicable resolution outlining conditions of work and benefits. The terms and conditions of this benefit may be modified from time to time in the event that the City changes carriers.

When an employee is receiving benefits from other sources, the total amount of compensation received by the employee, including LTD benefits, shall not exceed one hundred percent (100%) of the employee's normal monthly income.

3. **Catastrophic leave program.** The catastrophic leave program provides additional paid leave time to eligible employees suffering from financial hardship and who otherwise meet the criteria of the program. Please refer to Resolution 01-270 for the details of this program.
4. **Employee Assistance Program (EAP).** The City provides, at no cost to all regular full-time and all regular, 12-month part-time employees, legal dependents, and domestic partners (per AB 205 effective January 1, 2005) an employee assistance program. The program provides access to professional counselors and therapists to assist employees in resolving stress resulting from personal issues, substance abuse, grief or work-related issues. Any information provided to a counselor or



therapist is confidential. No information is provided to the City regarding an eligible member's use of the EAP. To make an appointment with a counselor call Cigna Behavioral Health at (888) 371-1125. For more information, contact the Human Resources Department.

5. **Health Care Tax-free dollar account program.** This program allows permanent full-time or part-time employees to set aside a maximum of \$3,000 per calendar year of before tax wages for medical premiums, co-payments, or out of pocket medical costs, as authorized by the Internal Revenue Services and the California Franchise Tax Board. A regular employee becomes eligible on date of hire. Employee participation in this program is coordinated through the Finance Department. The tax deferral limits are subject to change due to changes in federal and/or state law.
6. **Dependent Care Assistance program.** This program allows eligible full-time or part-time employees to set aside a maximum of \$5,000 per calendar year before tax wages for child care expenses as authorized by the Internal Revenue Services and the California Franchise Tax Board. A regular employee becomes eligible on date of hire. Employee participation in this program is coordinated through the Finance Department. The tax deferral limits are subject to change due to changes in federal and/or state law.
7. **Deferred income program.** The City participates in a deferred income program now being administered by National Deferred and ICMA. This program allows eligible full-time or part-time employees to set aside a maximum of \$13,000 per calendar year (\$14,000 in 2005, \$15,000 in 2006) of before tax wages for post-retirement income as authorized by the Internal Revenue Services and the California Franchise Tax Board. A regular employee becomes eligible on date-of-hire. Employee participation in this program is coordinated through the Finance Department. The tax deferral limits are subject to change due to changes in federal and/or state law.
8. **Hepatitis B program.** Below is an explanation of the City's Hepatitis B Program

Employees who may have to perform first aid as a regular job duty or are in positions which might expose them to bodily fluids need to be offered the Hepatitis B Immunization Program per the City's Blood-borne Pathogens Program.

These job classifications are:

Public Safety Officer  
P.S. Sgt.  
P.S. Lt.  
P.S. Division Commander  
Director of Public Safety  
Community Services Officer  
Evidence Technician  
Property Specialist  
Vol. Auxiliary Firefighter  
Reserve Officer  
Seasonal Maintenance Assistant  
Maintenance Helper  
Maintenance Worker I  
Maintenance Worker II  
Public Works Services Supervisor  
Recreation Supervisor

At the time of the pre employment physical, the candidate has a blood test that lets the City know if they have the Hepatitis B antibody. At the employment orientation, Human Resources Department provides the new employee (if they are in one of the jobs classes listed above) information on what Hepatitis B is and a check off form, which indicates whether or not they wish the 3-shot immunization program. Human Resources (HR) logs in the employee's response in its safety records.

Employees who wish the 3-shot Hep. B series go get their shots, inform HR when they received each shot, and turn in their receipt for reimbursement. Employees with Kaiser insurance can get them free of charge through Kaiser as preventative care and necessary due to their job class. Employees with Blue Cross insurance are instructed to get their shots at the County Health Dept. and submit their receipt for reimbursement. It is important that the employees not miss an appt. for a shot as they might have to repeat the series. There are specific timeframes for each shot.

If an exposure incident occurs at work, under workers' compensation, the City has the employee tested and if necessary they are given a Hep. B booster shot for additional protection.

#### SECTION 4 - IN-HOUSE RECRUITMENT

A. Transfer - If an employee is qualified, the Personnel Officer may approve the transfer of an employee from one position in the City to another position in the same class or to another position in a different class with the same maximum salary.

1. Types of transfers.

- a. Voluntary request for transfer initiated by department supervisor and/or employee.
- b. Involuntary transfer initiated by the Personnel Officer to better serve the needs of the City.
- c. Transfers for disciplinary reasons are subject to the provisions of Section 8.
- d. The Personnel Officer may transfer an employee to a class with a lower maximum salary with the consent of the employee, provided the employee possesses the desirable qualifications for the position to which he/she reassigned.

2. Process for transfers. Transfer process and approval is made as follows:

- a. At least two weeks prior to the transfer, a notice will be sent to the affected employee(s) and bargaining unit(s) stating the nature of the transfer and an explanation as to why the transfer is necessary.
- b. The employee has a right to respond in writing within five (5) workdays from date of notice.
- c. The employee has a right, through their bargaining unit, to file a grievance within the time limits established in the grievance procedure.

B. Promotion

1. Qualifications. A person may be moved to a class with a higher maximum salary only if he/she has the desirable qualifications for the higher class. These desirable qualifications are ascertained on the basis of information obtained from application forms, tests, examinations, interviews, past performance reviews or evaluations, and/or input from an employee's supervisor.
2. Internal/external recruitment. In filling vacancies for positions above entry-level, consideration will first be given to existing City employees. However, the Personnel Officer may recruit from outside when the Personnel Officer determines that appropriately qualified City employees are not available to fill the vacancy. The City reserves the right to conduct an open recruitment process to fill a vacancy in a higher-level position or to fill the vacancy by advancement of a qualified employee that currently occupies a lower-level position.

3. **Request for eligible employees.** When a vacancy occurs, the Supervisor may request a list of names of persons in City employ who qualify for promotion to the vacant position for consideration from the Human Resources Department.
  4. **Determining pay for promoted employees.** Refer to Section 2 - Pay Plans and Compensation, Part B, Section 3.
- C. **Trainee Program** - In an effort to provide upward mobility opportunities for current City employees and to provide employment opportunities to the general public, the Personnel Officer can add the word "Trainee" to any classification, within the financial ability of the City, except those represented by a bargaining unit, employed by the City and to recruit and select individuals to fill positions as deemed appropriate.
1. The training program provides an opportunity for a current employee to gain additional skills by:
    - a. additional experience in a different classification;
    - b. additional schooling;
    - c. completion of an appropriate examination;
    - d. obtaining a State certificate or license in a specific classification
  2. Recruitment for these positions may be promotional or open as deemed appropriate by the Personnel Officer and the Initial salary would be up to thirty percent (30%) below the beginning of the established salary range.
  3. Transition from trainee classification may occur as early as six (6) months but no later than two (2) years from the date of appointment. Minimum qualifications for the position must be attained prior to transition. Transition may occur upon recommendation of the Supervisor and approval of the Personnel Officer.
- D. **Apprenticeship Program** - The City may establish an apprenticeship program in partnership with a local school district, Sonoma State University, Santa Rosa Junior College, or an accredited trade school. This program would be conducted in cooperation with the applicable bargaining units.
- E. **Probationary Period**. The probationary periods set forth in Section 5 also apply to all placements resulting from the in-house recruitment process.

## **SECTION 5 - RECRUITMENT PROCESS**

- A. **Announcement of Vacancies** - Notices of employment opportunities in the City will be first announced in house, via electronic mail, allowing current employees the opportunity to apply for the position. The announcement will also be posted in the City offices and publicized in any other ways necessary to attract the best qualified candidates.
1. **Open recruitment.** The Personnel Officer has the discretion to begin open recruitment outside of City employ when he/she knows that the City does not have employees with the required knowledge or skills.
  2. **Notices.** Such notices list the classes in which vacancies are anticipated, specify the class title, salary range, fringe benefits, the nature of work performed and the qualifications required for employment in the class, tell when and where to file applications for employment, and give information about the testing, scoring and selection procedure to be used.



- B. Applications** -- Every applicant responding to a City recruitment shall file an official City application form. Applications shall be available in the City's Human Resources office. Applications and supporting documentation filed with the City are the property of the City. Any information on the application will not be made public.
1. **Application form.** The form by which a person applies for a position with the city is prescribed by the Personnel Officer and requires information about the applicant's training, experience, qualifications and any additional information the Personnel Officer deems pertinent to an evaluation of the applicant's fitness for a position.
  2. **Deadline for filing applications.** Applications and all required documents must be filed in the Human Resources Department on or before the final filing date and time specified in the position announcement.
  3. **Rejection of applications.** The Personnel Officer may disapprove an application, disqualify an applicant in an examination, refuse to place a name on an eligibility list for any of the reasons listed:
    - a. lacks any of the requirements established for the examination or position for which application has been made;
    - b. excessively uses narcotics and/or intoxicating liquors to the extent that they are unable to perform the essential functions of the position;
    - c. an employee that is not physically and/or mentally able to perform the essential functions of the job, with or without reasonable accommodation;
    - d. has made any false statement or omission of any significant fact, or has practiced or attempted to practice deception or fraud in the application, in declarations, or in securing eligibility or appointment;
    - e. has directly or indirectly obtained information regarding the content of an examination to which an applicant is not entitled;
    - f. previously been dismissed for cause from any public or private employment or resigned to avoid such dismissal;
    - g. has failed to submit a complete and/or signed application within the specific time limits;
    - h. has failed to reply within five (5) working days from the date mailing, to communications concerning availability for employment;
    - i. has made himself/herself unavailable for employment by requesting that his/her name be withheld from consideration.
    - j. for any material cause which, in the judgment of the Personnel Officer, would render the applicant unfit for the particular position, including a prior resignation from City services accepted with prejudice.
  4. **Criminal convictions.** Convictions (including pleas of guilty and nolo contendere) may disqualify an applicant from employment by the City. Criminal convictions do not necessarily disqualify individuals from employment with the City. In determining whether an individual with a conviction is disqualified, the Personnel Officer will consider the following factors:
    - a. the employment classification to which the person is applying, including its sensitivity,

- b. nature and seriousness of the conduct,
  - c. the length of time since the conduct,
  - d. the age of the individual at the time of conduct,
  - e. circumstances surrounding the conduct,
  - f. contributing social or environmental conditions, and
  - g. the presence or absence of rehabilitation or efforts at rehabilitation.
5. **Employment of relatives.** A position within the City will not be filled by an individual, where that individual would be subject to supervision, evaluation, discipline, or decisions regarding compensation by a close relative. No person will serve in a department where the Supervisor is a close relative or in a division where the division head is a close relative. For a definition of "close relative," see the glossary of terms at the conclusion of these rules.
6. **Notification of disqualification.** If an applicant is deemed disqualified for any of the above reasons, the Personnel Officer will notify the applicant or eligible in writing at his/her last known address, of the action taken. An applicant has the right to respond orally or in writing within five (5) working days from the date of mailing to the Personnel Officer, with no further right to appeal.
- C. **Selection Procedure** – The method used to select employees shall be impartial and shall relate to those subjects which fairly measure the abilities to execute the duties and responsibilities of the classification in which the vacancy exists. Selection procedures consist of one or more of the methods listed below. The same method shall be applied equally in a single examination.
- 1. **Application.** Information the applicant supplies on the City's application form, and any attachments thereto will be reviewed under the supervision of the Human Resources Assistant or his/her designee and the applicable department supervisor. The same criteria and point system is utilized for all applicants for the same position.
  - 2. **Examinations.** The selection techniques used in the examination process will be impartial, practical, and related to those subjects which fairly measure the relative capabilities of the applicant examined to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations may consist of, but are not limited to, such techniques as written tests, personal interviews, skills and performance tests, assessment centers, review of performance evaluations, evaluation of daily work performance, evaluation of work samples.
  - 3. **Documentary evidence.** Applicants for positions are required to provide documentary evidence of education, training, or experience. The City reserves the right to re-test the skill level of any applicant.
  - 4. **Scoring and rating.** The Personnel Officer will establish the relative weights of examination and other components of a position. The basis of the final score will be included in the job announcement. Scoring and rating systems may be numerical or non-numerical as determined by the Personnel Officer.
    - a. Appointment preference on open/promotional recruitments will be extended to any regular City employee. Regular city employees will be granted the following scoring preference: 1% for each year of service, with a maximum preference of 10%. Depending on the scoring established for the classification recruitment, the preference may be expressed as an additional percentage or additional points. See example below for detailed explanation.

**PERCENTAGE EVALUATION (sample)**

Employee's Total Score = 80%

Years of City Service as a Regular Employee = 10 (calculates to an additional 10%)

Employee's Adjusted Total Score = 80% + 10% = 90%\*

**POINT EVALUATION (sample)**

Employee's Total Points = 175 out of a possible 200

Years of City Service as a Regular Employee = 10 (calculates to an additional 20 points [200 x 10% = 20])

Employee's Adjusted Total Score = 175 + 20 = 195\*

\*The combination of an employee's performance in the examination process and years of service may give the employee a higher score than the maximum possible. In such a case, the employee shall receive the actual score calculated above the maximum and be ranked accordingly. Specifically, for the examples listed above, the employee achieving the maximum score on the percentage evaluation would receive a total score of 100% + 10% = 110%; and on the point evaluation receive a total score of 200 + 20 = 220.

- b. In accordance with Resolution 2001-271, the City does not grant preferential status to any select group of persons when applying for a position.

**D. Interview Process -**

1. **Interview boards.** The Personnel Officer will assemble and appoint interview boards. These boards may be comprised of private citizens, experts in the field, members of another agency, City officers, City employees, and/or bargaining unit representatives.
2. **Interviewers remarks.** Interviewers mark on forms provided the degree to which, in their judgment, each candidate possesses the desired qualifications. The interviewer's remarks will be translated into a numerical score. Scoring sheet and interviewers' remarks are confidential.

**E. Eligibility Lists** - After each selection procedure has been completed, the Personnel Officer or his/her designee will prepare an eligibility list containing the names of applicants who qualify for appointment to positions in a particular class.

1. **Ranking.** Place the names of the qualified applicants ("eligibles") on the eligibility list in the order of their final ranking, as determined by the selection process, with the highest rated eligible at the top of the list. If more than one person has the same score, the names will be placed in alphabetical order.
2. **Duration of list.** The eligibility list remains in effect for a period of six (6) months, unless the Personnel Officer extends this period, for a period not to exceed (1) year. The Personnel Officer can reduce the period if the list contains less than 5 names. In the event of early cancellation of an eligible list, the Personnel Officer will notify each person whose name appears on such list to this effect via mail to his/her last known address. This notice is to include an explanation as to why the time frame has been changed.
3. **Removal from list.** An applicant may be removed from a given eligibility list by the Personnel Officer for any of the following reasons:
  - a. appointment to the classification for which the eligible list was originally established;
  - b. request by the applicant for removal from the list,
  - c. failure to continue to meet any of the minimum standards established for the position for which the eligible list was prepared;

- d. failure to contact the Personnel Officer within five (5) working days from the date of notice of an interview or offer of appointment;
- e. determination by the Personnel Officer that the applicant has violated one or more of the provisions of Section 5.B.4.

- 4. **Vacancies.** When a vacancy occurs in a class for which there is an eligibility list, the Personnel Officer will transmit the names, and all supporting documents, of all candidates with the top five ranking scores on the eligibility list to the Supervisor for consideration.

**F. Appointment Process** -- All appointments to position vacancies will be made in accordance with these rules and regulations. The power to appoint and dismiss City employees is vested in the City Manager (Personnel Officer).

- 1. **Vacancy.** The vacancy will be filled by appointment of an eligible candidate from an appropriate eligibility list, except as provided in 2 below.
- 2. **Exceptions.**
  - a. **No eligibility list.** The Personnel Officer may make a provisional appointment to a position if there is no eligibility list for the class and if the needs of the service require that the position be filled before a selection process can be completed. A provisional appointee must:
    - i. Meet the requirements of training and experience established for the position;
    - ii. Not continue for more than thirty (30) days in the provisional appointment after an eligibility list for the position has been established unless there are no eligibles on such eligibility list who are available for or who wish to be considered for appointment to the position;
    - iii. The Supervisor may submit a written request and justification to the Personnel Officer to extend the provisional appointment in six (6) month increments. No more than two (2) extensions may be granted for each provisional appointment.
  - b. **Emergency.** In an emergency which threatens life, property, or the operation of necessary municipal services, the Personnel Officer may employ an individual not on the eligibility list for not more than thirty (30) calendar days.
- 3. **Pay.** A new appointee shall receive the minimum salary for the class to which the position is allocated, except that:
  - i. In cases of extreme difficulty in filling a position, the Personnel Officer may approve appointment at a salary above the minimum. In such cases, all incumbent employees in the class to which the appointment is made shall be placed on at least the same step of the salary range as the new appointee; or
  - ii. In hiring exceptionally qualified personnel, the Personnel Officer may approve appointments at a salary above the minimum for the class.

**G. Conditional Offer of Employment** - An offer of employment is contingent upon the results of the following:

- 1. **Reference checks.** Prior to conducting reference inquiries a prospective employee will be required to sign a release allowing the City to acquire information about the applicant from former employers.

2. **Medical examination.** Applicants who have been offered a regular position with the City are required to participate in a pre-employment physical.

Each job classification has specific physical standards and are reasonably related to job requirements. The city is notified only that the prospective employee is medically qualified, conditionally qualified or disqualified; no other medical information will be released.

3. **Fingerprints and criminal background check.** All persons employed by the City will be fingerprinted and law enforcement records checked for past criminal convictions. Information thus obtained will be confidential. Employment of, and continuation of service of employees with a criminal conviction must have the approval of the Personnel Officer as stated in Section 5 B.4.

**H. Probation Period** - The purpose of probation is to permit the employer to observe the employee on the job and to evaluate performance. Probation is part of the promotional, training, testing and selection process. The probation period begins on the date of appointment. It is the responsibility of the supervisor to communicate with the employee in regards to his/her progress.

1. **Duration of period.** The probationary period is not less than twelve (12) months for miscellaneous employees, not less than eighteen (18) months for dispatchers, not less than eighteen (18) months for sworn Public Safety employees, and not less than twenty-four (24) months for Management employees. Employees who receive promotional appointments must serve another probationary period of at least six (6) months for non-supervisory employees and twelve (12) months for supervisory employees (includes management classifications).
2. **Leaves of absence during probation.** If an employee is absent from work for longer than five (5) working days during the probationary period, the City may extend the probationary period an amount of time equal to the days missed if necessary in order to properly evaluate an employee.
3. **Extension of probation period.** All efforts will be made to sufficiently evaluate the probationary employee during the assigned period. An extension of the probationary period may, however, be recommended by the supervisor and/or Personnel Officer when cause exists. If additional time is needed to evaluate the employee, the supervisor or Personnel Officer can extend the probationary period for an additional period not to exceed three (3) months.
  - a. Extension of probationary period will be based on the written performance review.
  - b. The performance review will take place ten (10) working days prior to the end of the initial probationary period.
4. **Rejection during probation period.** During the probationary period, an employee may be rejected at any time for any reason by the Personnel Officer. Employees who are dismissed during their probationary period have no right to hearing or appeal. Notification of rejection must be served to the probationary employee in writing.
5. **Promoted employees.** A promoted employee who does not successfully complete the probationary period will be reinstated to his or her former position or to a comparable position. If, however, the employee is discharged for cause, the employee has no right to reinstatement.
6. An employee who successfully completes a probation period achieves regular status in his/her class and is known as a regular employee.

## **SECTION 6 - SEPARATION AND REINSTATEMENT**

An employee may be separated from employment by resignation, dismissal, retirement, or layoff on account of lack of work or lack of funds. The dismissal for cause of regular employees will be in accordance with the provisions of Section 8. Other separation procedures and reinstatement procedures are set forth below.

A. **Separation and/or Resignation** -- An employee wishing to resign is required to notify his/her supervisor in writing at least two weeks prior to their intended leave from City employment. A copy of the written resignation will be given to the Personnel Officer and then placed in the employee's personnel file.

1. An employee who has resigned in writing may withdraw his/her resignation prior to the final date stated on the letter of resignation. The withdrawal letter will also be placed in his/her personnel file.
2. An employee who leaves employment without so filing a written resignation and giving two (2) weeks notice, as required above, will have this fact noted in his/her file and may be denied future employment by the City.

B. **Reinstatement** - Upon application of a former regular employee, who has properly resigned, the Personnel Officer may, at his/her sole discretion, approve reinstatement of the former employee as provided below:

1. An employee separated from the City's employ for six (6) months or less may be reinstated without competitive examination to the position held at date of separation, or to any other position within the same classification for which the employee would have been eligible at time of separation. Former regular full-time City employees returning to City service within the six (6) month period will be granted the full benefits they were receiving at time of separation as if there was no break in service.
2. An employee separated from the City's employ for over six (6) months who is reinstated shall be treated as a new employee.
3. The City will reinstate into the position from which he/she has been promoted any employee who fails during a promotion to which he/she has been promoted.
4. Any employee who resigns without proper notice or resigns during an investigation or disciplinary action will not be eligible for reinstatement.
5. An employee who is granted an authorized leave to which he or she is entitled under a federal, state or local law requiring reinstatement shall be reinstated to his/her former position as provided by law.

C. **Layoff** - Whenever it becomes necessary to reduce the number of employees due to lack of work, economic considerations, changes in mission, technological changes, or as determined by the Personnel Officer based on other factors or when a position in the classified services is to be temporarily or permanently abolished, the Personnel Officer will notify the Human Resources Department the number of employees to be laid off or the names and number of positions to be abolished. The purpose of the procedures set forth below is to establish equitable standards to regulate such layoffs. The City's decision to reduce its work force is a management right, thus no due process or grievance procedures apply, and the decision is not subject to "meet and confer" requirements. These procedures apply only to regular employees (full or part time) and probationary employees (initial or promotional/transfer).

1. **Identification** The Personnel Officer on the basis of the administrative needs of the City determines the departments and positions subject to layoff.
2. **Order of layoff:**



- a. Within a classification, those employees who are probationary employees in their initial probationary period will be laid off first, followed by employees in a promotional or transfer probationary period.
- b. The order of layoff for regular employees within a department will be determined by considering business necessity, each employee's job performance and competence, and seniority.
  - i. "Seniority" for purposes of this Section shall be determined by adding together all time spent in City service, in whatever capacity, expressed in terms of years, months, and days. The seniority calculation shall not include disciplinary time off without pay or time spent on unpaid leave (unless federal or state law requires it to be included in the seniority calculation).
  - ii. Once seniority determinations have been made, layoffs are made in reverse seniority order (i.e. the most junior employees are laid off first).
  - iii. Ties in seniority shall be resolved by the Personnel Officer, taking into account the past performance, disciplinary actions (if any), supervisor recommendations, and such other facts as will result in the City retaining the most qualified and efficient employees.
3. **Notice.** Employees shall be given at least ten (10) business days' written notice prior to the effective date of the pending layoff. A copy of the notice shall be retained in the employee's personnel file.
4. **Exclusions.** In certain instances, there may be exceptions made in the order of layoff outlined above. These exclusions would be made when:
  - a. specialty position when qualifications for the position could not be easily obtained through a short orientation or familiarization period.
  - b. transfer in lieu of layoff. Within the affected department or departments, a regular employee who is scheduled for layoff may be offered a voluntary reduction in classification to a lower level job classification provided he/she meets the minimum qualifications, and/or obtain proficiency through a short orientation period.
  - c. a voluntary reduction by taking early retirement and/or "golden hand shake".
5. **Retreat rights/voluntary demotion in lieu of layoff**
  - a. An employee who would otherwise be laid off has the right to retreat to a vacant position which he or she previously held, provided the employee meets the current minimum qualifications for the position.
  - b. An employee who would otherwise be laid off has the right to retreat to another position in the same classification series or to any position the employee has previously held and for which the employee is qualified that is occupied by an employee of lesser seniority. The result is that the more senior employee "bumps" the junior employee, who then is entitled to the retreat/demotion rights set forth herein.
  - c. An employee who would otherwise be laid off may request to be temporarily demoted to any vacant position for which the employee is qualified.
  - d. An employee who wishes to exercise any of the rights set forth in this subsection 5 must so notify the Personnel Officer in writing within five (5) business days of receiving the notification of pending layoff.

- e. An employee who retreats or is demoted to a position as provided herein must serve the probationary period applicable to the new position unless the employee previously completed the probationary period in that position.
- 6. **Reinstatement lists.** The names of regular employees who have been laid off, including those who have accepted a demotion or retreated to another position are to be placed on a layoff reinstatement list by seniority within the classification from which the employees were laid off. An employee's name remains on this list for a period of one (1) year from date of layoff; an employee's name may be removed for any of the following reasons:
  - a. Reappointment of the employee to his/her former classification
  - b. Notification from employee that he/she is no longer interested in returning to the City
  - c. Inability to contact the employee by mail or phone at the employee's last known address in the employee's official personnel file.
  - d. Rejection by the employee of an offer of employment within the same job classification. Failure to respond within five (5) business days of the offer shall be deemed a rejection.
- 7. **Offer of reinstatement.** If the position previously held by a laid off employee becomes vacant, or if another position within the same classification series becomes vacant, then the employee with the most seniority on applicable reinstatement list shall be offered the vacant position.
- 8. **Restoration of benefits upon reinstatement.** When an employee is reinstated to employment after layoff, all his or her prior service shall be counted toward the calculation of leave accruals and seniority. Any unused sick leave which the employee had accrued at the time of layoff shall be restored. If an employee is reinstated to a position in which he or she was serving a probationary period at the time of layoff, all time on probation previously completed prior to layoff shall be counted toward determining when the probationary period ends.

#### **SECTION 7 - INCOMPATIBLE ACTIVITY/CONFLICTS OF INTEREST**

- A. **Incompatible Activity** - Certain activities are incompatible with ethical, effective employment with the City. All City employees are prohibited from:
  - 1. Participating in improper political activity prohibited by the federal Hatch Act or pertinent provisions of State Law including the California Government Code;
  - 2. Using for private gain or advantage the influence of a City position or the facilities, equipment and supplies of the City;
  - 3. Soliciting any favors or gifts from persons, concerns or corporations who have, or seek to have, business contacts with the City;
  - 4. Accepting any favors or gifts from persons, concerns or corporations who have, or seek to have, business contacts with the City in excess of the Conflict of Interest guidelines established in the Rohnert Park Municipal Code Chapter 2.60;
  - 5. Divulging confidential information to anyone to whom issuance of such information has not been authorized; or
  - 6. Participating in any employment or other activity, which will prevent an employee from doing his/her City job in an efficient and capable manner, is illegal pursuant to state or federal law, or which might



result in a conflict of interest between the employee's private interests and his/her official duties and responsibilities.

**B. Outside Employment** - City employees are expected to work for the City's best interests and to devote their best energies and skills to their positions. For this reason, City employees are prohibited from accepting outside employment that could conflict with the best interests of the City or interfere with the employee's ability to perform his or her City position. Examples of such prohibited outside employment include, but are not limited to:

1. jobs/business conducted during the employee's work hours with the City;
2. jobs/business that prevent the employee from being available for necessary overtime or emergency work period outside his or her normal working hours when such overtime or emergency duty is a regular part of his or her job;
3. business conducted using City facilities, resources or equipment (including telephones, computers, supplies, etc.)

### **SECTION 8 - DISCIPLINARY ACTION**

City employees are expected to meet certain standards of job performance, interpersonal interaction, and conduct. The City may discipline any employee whose conduct or performance fails to meet reasonable City standards, i.e. for cause. Discipline may be imposed for a single incident or for a pattern of conduct. The specific discipline imposed is intended to focus the attention of the employee on the performance or conduct problem and, except in cases of discharge, to encourage changes in behavior.

Disciplinary actions include but are not limited to: counseling, oral reprimand, written reprimand, reduction in pay, suspension without pay, reassignment, demotion, and discharge. Although the City generally applies the concept of "progressive discipline," discipline may include any one or any combination of actions, and the actions need not necessarily be applied in a defined order. Instead, the discipline imposed will be determined according to the severity of the infraction(s), regardless of whether prior discipline has been imposed.

Only regular employees who have successfully completed their probationary period have the right to a hearing and appeal as described in this section. An employee not covered by this Section may be disciplined without reference to these provisions; such an employee has no protected property interest in his or her employment.

**A. Causes for Disciplinary Action** - Any regular employee may be disciplined for "good cause". Good cause is defined as reasons including, but not limited to, the following:

1. Fraud in securing employment;
2. Incompetence or inefficiency;
3. Failure to maintain required licenses, credentials, certificates or other conditions for employment as specified in assigned classification;
4. Insubordination;
5. Dishonesty;
6. Neglect of duty, or inattention to/derelection of duties;
7. Violation of City or Department rules and regulations, policies, procedures or general orders, whether oral or written;

8. Disclosure of confidential personal information of another employee;
9. Negligent or willful damage to or waste of public equipment, property or supplies;
10. Improper or unauthorized use of City vehicles or equipment;
11. Misappropriation, theft, or embezzlement of City property and/or funds;
12. Unlawful harassment or discrimination, or the failure to cooperate with the investigation of harassment, discrimination or other unlawful activities;
13. Possession of an open container, use of, or being under the influence of alcohol, non-prescription or unauthorized narcotics or controlled substances during work hours;
14. Excessive tardiness or absences, except in the case of approved leave;
15. Absence without leave, not returning from an approved leave-of absence or obtaining a leave-of absence under false pretense;
16. Soliciting any favors or gifts from persons, concerns or corporations who have, or seek to have, business contacts with the City;
17. Accepting any favors or gifts from persons, concerns or corporations who have, or seek to have, business contacts with the City in excess of the Conflict of Interest guidelines established in the Rohnert Park Municipal Code Chapter 2.60;
18. Failure to observe safety regulations and practices, including the use of assigned personal protective equipment;
19. Discourteous, unprofessional or abusive treatment of the public or other employees;
20. Use of abusive language;
21. Actual or threatened physical violence;
22. Conviction (including by plea of guilty or nolo contendere) of a felony or any crime involving moral turpitude;
23. Conviction of a misdemeanor (including by plea of guilty or nolo contendere) that is of a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his or her position.

B. **Minor Discipline.** – All supervisors are authorized to implement minor disciplinary measures. Minor disciplinary actions are not subject to appeal. Examples of minor discipline include the following:

1. **Oral reprimand.** An oral admonition to an employee whose conduct or performance must be improved and which details the areas for improvement, the degree of improvement required, and a notice that failure to improve could result in more serious disciplinary action. Oral reprimands are noted by the supervisor, but are not documented in the employee's personnel file.
2. **Documented counseling.** A written memorandum showing that the supervisor has met with the employee to discuss a specific problem(s) or deficiency and which sets forth the recommendations given to the employee to address the problem(s) or deficiency in order to improve performance. Although a copy may be sent to the employee's personnel file, documented counseling memoranda are typically maintained in the supervisor's file until they are included by notation in the employee's formal performance evaluations.

3. **Written reprimand.** A formal written notice to an employee stating the specific details concerning the subject of the reprimand, summarizing previous related disciplinary action, if any, and describing the plan for improvement. A written reprimand shall include the date of the reprimand and a statement advising the employee that continued conduct or performance at such levels may result in more serious discipline, up to and including discharge. At the time a written reprimand is issued, the employee is entitled to bring a representative of his or her choice. The employee shall review the reprimand and sign it and then shall be given a copy of it. Written reprimands are not subject to appeal, although an employee has three (3) working days following the date of a reprimand to submit his or her own rebuttal comments, which shall accompany the reprimand in the employee's personnel file.
  4. **Removal of minor discipline records.** At the request of the employee, records of minor discipline will be removed from the employee's personnel file three (3) years after the date of the written reprimand or documented counseling. Records will be removed provided the employee has received satisfactory performance reviews in the subsequent three (3) year period from date of the written reprimand/documentated counseling and no further discipline has been initiated. The employee shall initiate the request to remove records of minor discipline through his or her Department Head. The employee's Department Head shall coordinate this request through Human Resources to ensure the appropriate criteria has been met to remove the records. Nothing in this section is intended to prevent documentation of progressive discipline.
- C. **Major Discipline** - Major discipline may only be implemented by Department Heads. Types of major discipline include the following:
1. **Suspension.** The temporary removal of an employee from the City service without pay for one (1) or more working days. "Working days" shall be determined by reference to the affected employee's normal work schedule.
  2. **Merit decrease.** A pay step reduction where performance falls short of the normal standards or where performance is clearly inadequate in one or more critical job duties.
  3. **Demotion.** The removal of an employee from one position and reassignment to one of lower grade or classification.
  4. **Discharge.** The removal of an employee from City service when it has been determined the employee has been given a reasonable opportunity to conform his or her conduct to required behavior or performance standards and has failed to do so, or where an employee has committed one or more serious offenses for which no other disciplinary measure is appropriate.
- D. **Disciplinary Process** - Major Discipline. Any imposition of major discipline must follow the procedures set forth below:
1. **Notice.** A written Notice of Intent to Discipline ("Notice of Intent") shall be prepared by the Department Head in consultation with the Human Resources Department. The Notice of Intent shall state:
    - a. The specific type of disciplinary action proposed;
    - b. The effective date of the action;
    - c. The specific reason(s) or cause(s) for the actions;
    - d. A copy of all written materials upon which the action is based, and
    - e. Notice that, prior to the imposition of the major discipline, the employee has the right to respond orally or in writing at an informal hearing to explain why the employee believes the proposed

major discipline should not be imposed. A request for such a hearing must be submitted in writing within ten (10) working days of receipt of the Notice of Intent.

2. **Informal hearing (i.e. Skelly hearing)** - At the employee's request, an informal hearing will be held prior to the imposition of major discipline. This hearing is not an evidentiary hearing, but rather an opportunity for the employee to present information as to why the proposed major discipline should not be imposed. Except by stipulation of the City and the employee, the hearing shall take place within ten working (10) days of the employee's request for hearing, and it may be rescheduled only once at the employee's request. The following parameters apply to the informal hearing:

- a. The hearing shall be conducted by a responsible person designated by the Personnel Officer.
- b. The hearing shall include the employee, the employee's chosen representative(s) -(reasonable number), and others as directed by the hearing officer. Absent extenuating circumstances, the employee's failure to appear waives his or her right to such a hearing.
- c. The hearing shall be tape recorded or stenographically recorded, and a copy of the tape recording or transcript shall be provided to the employee upon request.
- d. At the hearing, the employee shall be given an opportunity, either orally or in writing, or both, to bring forward facts or circumstances which may cause the charges to be revised or dismissed. If the employee's information is presented by his or her representative, all statements made by the representative shall be attributed to the employee as if made by him or her personally, and it is the employee's obligation to correct any misstatement(s) by the representative.
- e. Following the hearing, the hearing officer will make a written recommendation to the Department Head who issued the Notice of Intent as to whether the proposed discipline should be imposed, modified, reduced or dismissed.

3. **Notice of discipline.** Following the informal hearing, if requested, the same Department Head who issued the Notice of Intent shall consider the hearing officer's recommendation to determine how to proceed. If he or she decides to dismiss the proposed discipline, written notice of the dismissal shall be provided to the employee as soon as practicable. If the decision is to impose discipline either as proposed or in some modified or reduced form, a written Notice of Discipline shall be prepared. The Notice of Discipline shall state:

- a. The specific type of disciplinary action that will be imposed;
- b. The specific reason(s) or cause(s) for the actions, setting forth specific facts that form the basis for the decision;
- c. The effective date of the action; and
- d. The applicable appeal rights available to the employee pursuant to these Personnel Rules.

Disciplinary action becomes effective on the date stated in the Notice of Disciplinary Action, notwithstanding an employee's timely request for an evidentiary hearing before the Personnel Officer.

- E. **Appeal from Major Discipline** - Any employee on whom major discipline has been imposed shall be entitled to an appeal hearing as set forth below.

1. **Timing.** An employee wishing to exercise the appeal rights provided in this Section must deliver a written Notice of Appeal to the Personnel Officer within ten (10) working days after the date of the Notice of Discipline.

2. **Employee representation.** Employees may represent themselves or be represented by legal counsel or representative(s) of the employee's recognized employee organization.
3. **Evidentiary hearing.** An evidentiary hearing before a neutral hearing officer shall be arranged for by the Assistant City Manager or his/her designee and shall, absent extenuating circumstances, be held within thirty (30) working days of the receiving the Notice of Appeal. The hearing shall be closed and confidential. Prior to the hearing, the Assistant City Manager or his/her designee shall supply the hearing officer with (1) the Notice of Intent and any attachments, (2) the Skelly hearing officer's written recommendation, and (3) the Notice of Discipline and any attachments. Other hearing procedures are as follows:
  - a. The employee's presence is required. Failure to appear at the appeal hearing unless physically unable to do so shall be deemed a withdrawal of the appeal and a waiver of any further right of administrative appeal.
  - b. The hearing shall be stenographically recorded.
  - c. Any and all witnesses other than the City's representative shall be excluded from the proceeding until called to testify, except as mutually agreed to by the employee and the City's representative.
  - d. Order of hearing shall be:
    - i. The City's representative, followed by the employee, may make preliminary opening statements.
    - ii. The City's representative may present oral or documentary evidence, or both, in support of the City's position; the employee may cross-examine all witnesses called by the City.
    - iii. The employee may present oral or documentary evidence, or both, in support of the employee's position; the City's representative may cross-examine all witnesses called by the employee.
    - iv. The City's representative, followed by the employee, may make a closing statement.
  - e. The hearing shall be conducted in an efficient manner conducive to determining the issues, however, the technical rules of evidence do not apply. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to relying in the conduct of serious affairs. Oral evidence shall be taken only upon oath or affirmation. Hearsay evidence may be used for various purposes; however, hearsay standing alone and properly objected to shall not be competent to prove a charge. Irrelevant and unduly repetitious evidence may be excluded, as shall evidence that would violate other employees' rights to privacy and confidentiality of their personal information. The hearing officer (with advice of appointed counsel, if necessary) shall rule on any objections made to the admissibility of evidence or otherwise relating to the conduct of the hearing.
  - f. Following the conclusion of the hearing, the hearing officer shall prepare written findings and recommendations and provide them to the City Manager. The hearing officer may recommend changes to the proposed discipline. However, if the hearing officer finds that the underlying facts giving rise to the charge(s) are proved by a preponderance of the evidence, the hearing officer may not recommend a reduction in discipline if reasonable minds could differ as to the proper level of discipline. If the hearing officer recommends a reduction in discipline, he or she must make a specific finding that reasonable minds could not differ as to the appropriate level of discipline and set forth the facts upon which he or she based such finding. If the hearing officer finds that none of the charges are supported by the evidence presented, the recommendation shall be that no disciplinary action be taken.

4. **City Manager's Determination** The hearing officer's findings and recommendations shall be forwarded to the City Manager for his or her review. The City Manager will follow the recommendations of the hearing officer unless he or she can show cause that the hearing officer abused his or her discretion.

- a. The City Manager shall review the entire record (including the Notice of Intent, the record of Skelly proceedings, the Skelly officer's written recommendation, the Notice of Discipline, the evidence and record at the evidentiary hearing, and the appeal hearing officer's written findings and recommendations).
- b. The City Manager shall issue a decision imposing the disciplinary action he or she deems appropriate and in the best interests of the City.
- c. The City Manager's decision shall be in writing and shall be final. It shall include a copy of the appeal, hearing officer's findings and recommendations and shall be filed as a permanent record in the employee's personnel file.
- d. Notice of the City Manager's decision, along with a copy of both the City Manager's decision and the appeal hearing officer's findings and recommendations, shall be served on the employee by personal service or by registered or certified mail. The notice shall also include a statement of the employee's right to seek judicial review within 90 days pursuant to Code of Civil Procedure 1094.6.

F. **Use of paid administrative leave.** Nothing in this Section is intended to abrogate the City's right to place an employee on paid administrative leave during the investigation of circumstances that could lead to the imposition of discipline or for any other reason that is in the City's best interests.

G. **Disciplinary Action for specific employees of the Department of Public Safety.**

Under California Government Code Section 3300, the State of California enacted the Public Safety Officers' Procedural Bill of Rights (POBRA). As defined under California Government Code Section 3301, the positions within the City that are covered by the POBRA are the following: Public Safety Officer Trainee, Public Safety Officer, Public Safety Sergeant, Public Safety Supervisor (LT), Public Safety Division Commander, and Director of Public Safety. It shall be the policy of the City to extend these same rights and privileges to all non-safety members of the Rohnert Park Public Safety Officers' Association, except those that by their very nature could only apply to peace officers and/or firefighters. All subsequent revisions to California Code sections 3300 et seq and Court interpretations of these statutes shall also be binding on the City with respect to non-safety members of the Rohnert Park Public Safety Officers' Association.

For safety and non-safety employees alike, the phrase "locker, or other space for storage that may be assigned to him" as used in Government Code Section 3309 shall include, but is not limited to, a Public Safety employee's assigned City vehicle and/or the enclosed spaces of an employee's assigned desk or office area. Nothing in this section shall preclude the City from temporarily re-assigning a departmental asset to meet a necessary operational requirement.



## **GLOSSARY – DEFINITION OF TERMS**

**ADMINISTRATIVE LEAVE** – Absence with full pay and benefits, ordered by a Department Head or the City Manager, when the City's interests require the employee to be away from the job.

**ANNIVERSARY DATE** – The date, which signifies the completion of each year of service by a regular employee in a position and/or the date an employee starts his/her probationary period for either original, promotional, or change in classification appointments.

**APPLICANT** – A person who has successfully completed and submitted an employment application for a position for which the City is currently recruiting.

**APPOINTMENT** – The selection of, and acceptance by, an applicant to a position in the City service in accordance with these rules.

**AVERAGE SCORE** – Means the combined average of all-relevant, converted, and weighted scores obtained by a candidate for a given classification or position title.

**CALENDAR DAYS** – Consecutive days within a specific time frame and shall include weekends and holidays.

**CANDIDATE** – An applicant for City employment who meets the minimum qualifications of the position applying for and has been selected to begin the testing process or a person on an eligibility list.

**CFRA** – California Family Rights Act, state law established in 1993, and is administered by the California Department of Fair Employment and Housing.

**CITY COUNCIL** – The duly elected governing body of the city.

**CITY MANAGER** – The individual appointed by the City Council to manage all City operations, departments, policies and rules.

**CITY SERVICE** – The entire employment system of the City.

**CLASSIFICATION** – A group of positions sufficiently similar in respect to duties and responsibilities, that the same descriptive classification title may be used to designate each position allocated to that class. The same minimum qualifications may be required of incumbents of positions in the class, and the same examinations may be used to choose qualified employees.

**CLASSIFICATION SERIES** – A group of classifications sharing similar functions but differing as to level of complexity, difficulty and responsibility.

**CLOSE RELATIVE** – Relative shall mean spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including stepchildren), stepparents, aunts, uncles, grandparents, grandparent-in-law, grandchildren and relationships in loco-parentis and close personal relationships, with the approval of the City Manager or his/her designee.

**COMPENSATION** – Any salary, fee, or allowance paid to an employee for performing the duties and exercising the responsibilities of a position.

**DISCIPLINARY ACTIONS** – Actions taken with the objective of obtaining employee compliance with rules, orders, procedures, standards of conduct and/or expected job performance when non-disciplinary corrective actions do not achieve compliance, or a particular event is serious enough to warrant disciplinary action on its own.

**DOMESTIC PARTNER** – Two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. To be eligible both parties must file a Declaration of Domestic Partnership with the California Secretary of State.

**ELIGIBLE** – A person whose name is on an employment list.

**ELIGIBILITY LIST** – A list that contains the names of qualified candidates, for a specific classification, who have completed all examination processes and are ranked, in order of the score or rating received.

**EMPLOYEE** – Any person appointed to fill an authorized employment position in the City service. Elected officials, volunteers, unpaid interns, and those appointed to advisory boards, committees, and commissions are not employees. The categories of employees are:

**Regular:** A regular employee is one who has passed probation and holds a regularly authorized position with benefits. Regular employees may only be disciplined for cause. There are 3 types of regular employees:

1. **Regular full-time:** a person who holds a budgeted (40) forty-hour per week position, with duties and responsibilities that do not end in a specific time period, and who is entitled to full benefits with the City pursuant to the applicable Memorandum of Agreement or applicable Outline of Benefits for the Management and Confidential Units.
2. **Regular part-time:** a person who holds a budgeted position, with duties and responsibilities that do not end in a specific time period, works for a specific number of hours, as defined, and fills out a timecard, receives a salary and benefit package, proportioned to their agreed fixed work ratios (20 hours per week receives 50% benefits; 30 hours per week receives 75% benefits).
3. **Specially-funded:** a person who works in a regular full- or part-time position funded by sources other than City revenues (e.g., federal or state grants).

**Probationary:** A probationary employee is someone in a regular full- or part-time position who is serving a trial period as provided in Sections 4 and 5.

**Special:** A special employee is one hired for a special purpose to meet the needs of the City. Special employees include:

1. **Provisional employees** – i.e. an employee who meets the minimum qualifications for a position and who is appointed on an interim basis until the vacancy can be filled.
2. **Seasonal employees** – A temporary employee appointed to positions of limited duration of not more than six (6) months within a twelve (12) month period. Seasonal employees do not participate in the City's benefit programs.
3. **Emergency employees** – employees hired to meet the requirements of a declared emergency which threatens life, property, or the general welfare of the City and whose position ceases when the emergency ceases.

Probationary and Special Employees may be dismissed from such positions or disciplined with or without cause.

**ENTRY LEVEL** – The initial position in a class series.

**EXAMINATION** – The process utilized to evaluate the relative skills and knowledge of an applicant for prospective employment or current employee who has applied for a change in classification and/or promotion.



Techniques utilized may consist of, but not limited to any of the following: traditional paper and pencil tests, performance tests, skills test, or oral assessment.

**EXEMPT** – An employee in a specific classification who, according to the Fair Labor Standards Act (FLSA) is exempt from the City's overtime policies and is compensated for overtime through Administrative Leave, accumulated per specifications outlined in the MOA's and/or Outline of Benefits for the Management and Confidential Units.

**FAMILY AND MEDICAL LEAVE POLICY** – Provides for employee leave during times of illness or family emergencies. In compliance with California Family Rights Act and Federal Family Medical Leave Act.

**FMLA** – Family Medical Leave Act, federal law established in 1993 and administered by the Department of Labor.

**GRIEVANCE** – A complaint by an employee relating to wages, hours, and working conditions. Disciplinary action cannot be grieved.

**LEAVE-OF-ABSENCE WITHOUT PAY** – Time away from work, which the employee has requested, and the City Manager or his designee has approved, for which the employee is not paid and has the right to return to the same position held before the leave was granted.

**MEMORANDUM OF AGREEMENT (MOA)** – A binding agreement on wages, hours, benefits, and other conditions of employment for designated classes between the bargaining units and the City that have been adopted by the City Council.

**NOLO CONTENDERE** – Latin for "no contest." In a criminal proceeding, a defendant may enter a plea of nolo contendere, in which he does not accept or deny responsibility for the charges but agrees to accept punishment.

**NON-EXEMPT** – An employee in specific classifications who, according to the Fair Labor Standards Act (FLSA) is to receive overtime pay at 1 ½ times normal pay for hours worked over 8, 9, 10 in a 24 hr. period and/or any hours worked over 40 hours in a 7 day period, as outlined in the MOA's and/or Outline of Benefits for the Management and Confidential Units.

**PDL** – Pregnancy Disability Leave, California law established in 1994, and administered by the California Department of Fair Employment and Housing.

**PERSONNEL OFFICER** – Is the City Manager, and is responsible for the administration of all Personnel Rules. Throughout these Personnel Rules, the term "Personnel Officer" denotes the City Manager or his or her designee.

**POSITION** – A specific office or employment provided by the budget, whether occupied or vacant, calling for the performance of certain duties. Positions may be regular full-time, regular part-time, seasonal, hourly, and/or temporary.

**PROBATIONARY PERIOD** – A working test period during which an employee is required to demonstrate fitness for the position to which appointed by actual performance in the position.

**PROMOTION** – The movement of a qualified employee from one class to another class with a higher maximum rate of pay and greater job responsibilities.

**REINSTATEMENT** – The re-employment of an employee who has regular or probationary status in a class, who has been laid off, is returning from an approved leave requiring reinstatement, or who has resigned in good standing and who is entitled to preference in appointment to vacancies in that class.

**CITY OF ROHNERT PARK**  
**Personnel Rules and Regulations**

**RPEA** – Rohnert Park Employees' Association. The labor bargaining and representation unit for administrative, technical and support employees.

**RPPSOA** – Rohnert Park Public Safety Officers' Association. The labor bargaining and representation unit for Public Safety Sergeants, Public Safety Officers, Public Safety Dispatchers, Communications Supervisor, Community Services Officers, Part-Time Dispatchers, and Public Safety Officer Trainees.

**RULES** - The Personnel Rules and Regulations of the City of Rohnert Park as contained in this document.

**SALARY** - A regular employee's base pay as approved by the City Council in the classification and salary plan i.e. pay rates and ranges, computed on a monthly basis.

**SALARY RANGES** -- The rate(s) assigned to a classification in the pay rates and ranges.

**SEIU** -- Service Employees International Union Local 707. The labor bargaining and representation unit for certain City employees in the Department of Public Works.

**TEMPORARY APPOINTMENT** - An appointment of limited duration in the absence of available eligible employees or applicants.

**TERMINATION** - The ending of any employment relationship between an employee and the City.

**TRANSFER** - A change of an employee from one position to another position in the same class or another class having essentially the maximum salary limits, and involving the performance of similar duties.

**WORKDAY** - Is a twenty-four (24) hour period beginning at the same time each calendar day.

**WORKWEEK** - Means any forty (40) hour period within seven (7) consecutive days starting with the same calendar day each week.

**RESOLUTIONS EFFECTING PERSONNEL POLICY**

RESO 79-22	--	EMPLOYEE GRIEVANCE PROCEDURE
RESO 92-78	--	EQUAL OPPORTUNITY EMPLOYER
RESO 92-79	--	POLICY AGAINST DISCRIMINATION BASED ON DISABILITY - ADA
RESO 93-38	--	AGAINST HARASSMENT
RESO 99-01	--	ELECTRONIC MEDIA USE
RESO 91-192	--	ANTI-DRUG POLICY
RESO 87-117	--	DEPENDENT CARE ASSISTANCE PROGRAM
RESO 00-10	--	EMPLOYEE COMPUTER PURCHASE PROGRAM (PERMANENT AS OF 2004)
RESO 03-71	--	PROVIDING FOR CONTINUATION OF SALARY AND BENEFITS FOR ELIGIBLE CITY EMPLOYEES CALLED TO ACTIVE MILITARY DUTY OR TRAINING
RESO 03-235	--	OUTLINE OF THE CITY'S COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

Rohnert Park  
Department of Public Safety

Physical Agility  
&  
Fitness Program

Exhibit "C"

Dated: 3/10/2017

### **Summary:**

The Physical Fitness Program is optional for all sworn personnel. No member can be compelled to participate. It has been established as an incentive for personnel to maintain a level of fitness so they can safely perform their assigned functions and reduce the probability and severity of occupational injuries. The program will consist of a battery of tests focusing on endurance, strength, and flexibility. Scoring will be on a Pass/Fail basis. Personnel that are successful in completing all tests will receive twenty (20) hours of physical fitness workout compensatory time per calendar year.

### **Testing Process**

#### **Evaluators:**

All testing will be conducted by RPDPS Defensive Tactics Instructors, who will receive overtime if the test falls outside of normal work hours.

#### **Testing Coordinator:**

A sworn member of RPDPS will be made the testing coordinator. The testing coordinator will be responsible for scheduling the six month Physical Fitness Week (See below), and determining the number of evaluators needed for each test.

#### **Testing Locations:**

Test locations will be determined by evaluators / coordinators. The testing locations will be in the local area (RCHS, MSMS, etc.)

#### **Dates and Times:**

Approximately every (6) months, one week will be designated Physical Fitness Week. Sign-up sheets will be posted before the scheduled test week. It will give locations, dates, and times to accommodate all shifts. Testing may also be conducted between each (6) month period if (2) or more employees schedule a test with an evaluator / coordinator.

#### **Retest:**

If an employee is unable to complete and pass all tests, he or she will be eligible to re-test after at least two weeks have lapsed. This period of time will allow the employee time to condition themselves for the re-test. All tests must be completed and passed during the re-test.

#### **Compensatory Time:**

Upon successful completion of all tests, sworn personnel shall receive twenty (20) hours Physical Fitness Workout Compensatory Time. Only one successful completion of the Physical Fitness Test will be allowed each calendar year. The Physical Fitness Workout Compensatory Time can accumulate to a maximum of forty (40) hours.

## **Test and Instructions**

The following four tests must be completed within one hour of the start of the first test. The tests can be taken in any order.

1. **The Mile Run:** (4) laps around a standard 440 yard track carrying approximately (25) pound pack (To be completed in 15 minutes or less).

**-OR-**

**The 450 Meter Swim:** (9) laps in a standard 25 meter pool for a total of 450 meters (To be completed in 15 minutes or less). If the 450 Meter Swim is chosen by the employee, all attempts should be made to have the test completed within one hour of the start of the first test. The evaluators have the discretion to allow a reasonable amount of time over one hour based on travel time and logistics.

2. **100 Yard Dash:** Run a pre-measured distance as quickly as possible (To be completed in 20 seconds or less).
3. **Hamstring Flexibility:** Measure hip range of motion. Lay supine with a neutral spine position. The examiner raises the testing leg passively, keeping the testing leg straight, until resistance is felt. The leg not being tested is kept on the examination table with the leg straight (Minimum of 70 degree range of motion).
4. **Rescue Drag:** Lift and drag an approximate 175 pound simulated victim (50) feet (To be completed in 30 seconds or less).

## **Safety Guidelines**

1. All testing will be conducted by qualified Defensive Tactics instructors.
2. Defensive Tactics instructors will ensure a proper stretching / warm-up program is completed prior to the administration of the test.
3. A minimum of one first responder / CPR certified person will be present and available for the duration of the test. This person will be equipped with a properly supplied medical bag.
4. Only a proper 45 pound professionally manufactured weight vest will be used for the mile run.
5. The testing will not be made into a competition where times / results are kept. All testing will be PASS / FAIL.
6. All proper safety precautions will be taken throughout the testing process.

**EXHIBIT X**

During each work cycle the member will be allotted 8 hours payback to be used in conjunction with scheduled time off or as scheduled by a supervisor.

**Police and Fire Services Division**  
**SOP-18**  
**04-04-13**

**SUBJECT: Timekeeping for Departmentally Required Training**

**PURPOSE:** To establish guidelines for documenting and crediting the Public Safety employees who have been directed to attend Department Mandated Training.

**POLICY:** It is the policy of the Rohnert Park Department of Public Safety to provide personnel with training that is required by applicable laws, POST, CA State Fire Marshal, or other governing procedures. In addition, Agency management may identify other required training for the enhancement of job-relevant knowledge and skills. Time spent attending required training and travel to and from such training will be compensated in a manner consistent with MOAs, State, and Federal laws.

**I. ORDER:**

**A. Defined Mandated Training:**

Any Training or School that the Agency has directed the employee to attend is considered mandated. The Police and Fire Academy is a mandated assignment and has its own rules and considerations separate from this SOP and the City's Travel and Expense Policy. They both fall under FLSA rules.

**B. Local Training/Schools:**

1. Local Training/Schools that do not require overnight accommodations and are out of the immediate area will incorporate travel time into the daily work hours. Out of the immediate area is further than fifty (50) miles from the RPDPS Main Station.
2. The time spent travelling will be totaled in the daily work schedule on the timesheet as stated in Section E. 2.
  - a. The time will either be straight time or overtime if it exceeds the employee's regular scheduled shift.
3. When not working your assigned shift, the training course may include a break in the schedule for meals which will not be included in the total work hours.



C. Out of Area Training/Schools:

1. Travel on the day before to out-of-area training/schools will be scheduled. Compensation for travel could be at either a straight time rate or at the overtime rate as described in Section (E).
  - a. In general, travel time to schools should allow the employee a reasonable time to arrive and prepare for the class. Overnight accommodations should allow time for travel, check-in, car rentals, etc.
2. Return travel on the last day of the course will be included in that day's total hours worked.
3. Return travel on any other day will be included in that work weeks total.
4. Travel time will not include stops for meals. The travel compensation time will stop while the employee is eating whether or not a per diem was received.
5. The training course may include a break in the schedule for meals which will not be included in the total work hours.

D. Training Adjustment (TA):

1. Whenever the cumulative total of training hours, or combination of training hours, plus hours performing regularly assigned work or while on paid leave, is less than the total number of hours in the employee's regularly assigned schedule for the week during which the training occurred, the employee will be compensated by the Agency for the difference.
2. The code TA will be documented on the last line on the timesheet to bring the weekly total where it is equal to the employee's regularly assigned schedule.
3. An employee assigned to a police schedule who attends a school less than 40 hours, may be required to work part of their original shift(s) in order to meet the FSLA requirement of a minimum 40 hour workweek.
  - a. Employees assigned to 12 hour patrol shifts, adjustments will be made based on the 36 hour workweek or the 48 hour workweek.
  - b. Employees assigned to 12 hour patrol shifts, who attend multiple week schools, will be scheduled 40 hour workweeks (as applicable) for the duration of the school.

4. An employee assigned to the fire Kelly Plan schedule who attends a school less than 40 hours, may be required to work part of their original shift(s) (not less than 12 hours) to reach the total scheduled hours of their normal workweek.
5. While not all scenarios can be addressed, the general rule is to limit TA to less than 12 hours. It is not the intention to have employees work partial shifts or shifts on their scheduled days off.
6. All preplanned Training/Schools will incorporate reduction hours to limit the total Training Adjustment hours, as applicable.

E. Travel Compensation:

1. Travel compensation will be in conjunction with FLSA laws.
2. Should actual travel time exceed the amount of scheduled hours in an employee's workday or regularly scheduled workweek, compensation will be at one of the following overtime rate.
  - a. Fire schools at the fire rate.
  - b. Police schools at the police rate.
  - c. Any school not specifically designated a fire class will default to the police rate.
3. All travel to and from schools will be calculated from and to the RPDPS Main Station, 500 City Center Drive, and will be measured in time.
4. An employee, who travels on a regularly scheduled workday where the employee received the entire shift or a specific amount of time off, will only be entitled to overtime when their travel exceeds their normal scheduled hours.

**SIDE LETTER OF AGREEMENT  
BETWEEN  
CITY OF ROHNERT PARK  
AND**

**THE ROHNERT PARK PUBLIC SAFETY OFFICERS' ASSOCIATION**

**SUBJECT: VOLUNTARY PARTICIPATION IN THE EXTENDED FIRE ACADEMY**

WHEREAS, the Rohnert Park Department of Public Safety ("DPS") seeks to permit Public Safety Officers ("PSOs") currently assigned to the Police Division to attend the fire academy to obtain the training and education necessary to work in the Rohnert Park Fire Division;

WHEREAS, the established past practice is for the DPS to send PSOs to the Santa Rosa Junior College intensive format fire academy ("intensive academy") wherein classes are held in the Spring semester on Monday through Friday from 0800 hours to 1700 hours;

WHEREAS, while attending the intensive academy, are assigned to the Fire Division;

WHEREAS, while attending the intensive academy, the DPS does not assign PSOs to any overtime shift work, so that the PSOs may focus on successfully completing the intensive academy;

WHEREAS, during the time period in which they are attending the intensive academy, PSOs are assigned to a 40 hour work week;

WHEREAS, the DPS seeks to authorize PSOs to voluntarily elect to attend the Santa Rosa Junior College extended format fire academy ("extended academy"), wherein classes are held in the Fall semester on Tuesdays and Thursdays from 1800 hours to 2200 hours, and Saturdays and Sundays from 0800 hours to 1700 hours, instead of the intensive academy described above.

NOW THEREFORE, the City of Rohnert Park and the Rohnert Park Public Safety Officers' Association ("RPPSOA") hereby agree as follows:

1. PSOs interested in completing the extended academy may do so with DPS approval.
2. PSOs will not be mandated, ordered, directed, pressured, incentivized, or otherwise compelled to participate in the extended academy.
3. PSOs attending the extended academy will be assigned to the Fire Division.

4. PSOs attending the extended academy will not be assigned mandatory or ordered overtime shift work, while they are attending the academy, so that they may focus on successfully completing the ~~extended~~ academy. *my 11*
5. PSOs attending the extended academy will be assigned to a 40 hour work during the time period in which they are attending the academy.
6. PSOs shall not suffer any loss in their base rate of pay as a result of attending the extended academy.

**FOR THE DPS**

  
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Darrin Jenkins, City Manager

Dated: 10/26/2015

**FOR THE RPPSOA**

  
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Rick Bates, RPPSOA President

Dated: 10-21-2015