

SIDE LETTER AGREEMENT
BETWEEN
CITY OF ROSEVILLE, and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245
CONCERNING APPLICATION OF COMPENSATORY TIME USE WHILE ON FMLA AND/OR CFRA FOR
BABY/CHILD BONDING

This Side Letter Agreement (“Agreement”) is made by and between the City of Roseville (“City”), and the International Brotherhood Of Electrical Workers, Local 1245 (“IBEW 1245”), collectively referred to as “the Parties”, concerning application and utilization of Compensatory Time Off (“CTO”) for baby/child bonding while on Family Medical Leave under the Family Medical Leave Act (FMLA) and/or leave under the California Family Rights Act (CFRA).

TERMS

The Parties agree an employee may request to use up to an additional eighty (80) hours of accrued CTO above and beyond the amounts specified in MOU Chapter 3 ARTICLE VIII, during the following event or events:

Birth of a child of the employee or placement of a child with an employee in connection with the adoption or foster care of that child by the employee, which may be used at the same time as leave which qualifies as baby/child bonding under and in accordance with City of Roseville Personnel Rule 3.12.095 Family Medical Leave Act (“FMLA”) and California Family Rights Act (“CFRA”).

Non-intermittent usage of CTO for baby/child bonding shall be approved.

In accordance with CFRA, intermittent leave requests for use of CTO for baby/child bonding shall be approved when usage is requested for less than two weeks in duration on any two occasions, where noticing requirements under CFRA are met and other leave balances were not used for this purpose.

Department Head approval is required for additional intermittent use of CTO, which may not be approved where it negatively impacts efficient and effective operations.

Nothing herein is intended to expand any right, entitlement, or practice concerning the subjects discussed herein, but for the application of an additional 80 hours of CTO for baby/child bonding.

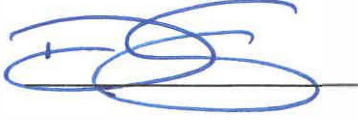
The specific provisions contained in this Agreement are intended to supersede any previous agreements, whether oral or written, regarding the matters contained in this agreement.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias Brown Act (MMBA).

Except as provided here, all wages, hours, and other terms and conditions of employment presently in the City’s MOU and Side Letter Agreements with the IBEW remain in full force and effect.

The undersigned have executed this Agreement on the dates set forth hereinafter.

Date: 4.26.2023



DOMINICK CASEY
City Manager

Date: 04/24/2023



CHARLEY SOUDERS
IBEW Business Representative