

RESOLUTION NO. 2021-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN  
ADOPTING RULES, REGULATIONS, BENEFITS, AND POLICIES  
RELATING TO EMPLOYEE RELATIONS BETWEEN  
THE MANAGEMENT AND CONFIDENTIAL EMPLOYEES AND  
THE CITY, AND REPEALING RESOLUTION NO. 2019-165

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

Section 1. Resolution No. 2019-165 is hereby repealed.

Section 2. The following rules, regulations, benefits, and policies attached hereto as Exhibit A and by this reference incorporated herein shall govern the terms and conditions of employment for the Management and Confidential Employees of the City of Rocklin and are hereby approved. The Resolution is effective on July 3, 2021.

PASSED AND ADOPTED this 22<sup>nd</sup> day of June, 2021, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

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Jill Gayaldo, Mayor

ATTEST:

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Hope Ithurnburn, City Clerk

**EXHIBIT A**



**CITY OF ROCKLIN**

**AND**

**ROCKLIN MANAGEMENT AND CONFIDENTIAL EMPLOYEES**

**RULES, REGULATIONS, BENEFITS, AND POLICIES**

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CITY OF ROCKLIN AND ROCKLIN MANAGEMENT/CONFIDENTIAL EMPLOYEES  
RULES, REGULATIONS, BENEFITS, AND POLICIES

The City Council of the City of Rocklin hereby adopts the following rules, regulations, benefits, and policies; hereafter ("Document"):

**SECTION I – GENERAL**

**ARTICLE 1. INTENT**

This Document shall be the policy of administering the employee relations between the City of Rocklin, hereafter the "City" and the Management and Confidential Employees of the City. All previous resolutions of the City Council in regard to salaries and benefits for Employees are hereby expressly superseded.

**ARTICLE 2. DURATION AND SUCCESSOR RESOLUTIONS**

This Document shall remain in effect for each fiscal year thereafter, until or unless said resolution shall be repealed or modified by the City Council.

**ARTICLE 3. EMPLOYEE RIGHTS**

The provisions of this Document shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, sexual orientation, marital status, national origin, ancestry, political or religious opinions or affiliations, or physical or mental disability, or any other legally protected group.

**ARTICLE 4. SEPARABILITY**

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

## **SECTION II – COMPENSATION**

### **ARTICLE 5. COMPENSATION**

#### **1. Salary Schedules**

##### **A. Salary Schedule A and Salary Schedule B**

Each job classification shall have two salary schedules; Schedule A and Schedule B.

##### **B. Move to Salary Schedule B from Salary Schedule A**

All employees hired prior to July 7, 2018, shall remain on Salary Schedule A until they have achieved step 6 of the salary range. Upon achievement of step 6, such employees will move to Salary Schedule B.

Confidential employees who reach step 6 will move to Salary Schedule B in the step appropriate for his/her salary step and longevity pay if applicable, as follows:

<b>Step on Salary Schedule A and longevity pay based on years of full-time service and hire date with the City</b>	<b>New Position on Salary Schedule B</b>
Step 6 < seven (7) years of service and no longevity	Step K
Step 6 with 2.5% longevity	Step L
Step 6 with 5.0% longevity	Step M
Step 6 with 7.5% longevity	Step N

Upon movement to Salary Schedule B, Confidential employees will no longer be eligible for longevity pay.

##### **Examples:**

- A step 6 employee with no longevity pay will move from Schedule A/step 6, to Schedule B/step K.
- A step 6 employee with 15 years of City service receiving a longevity pay differential of 7.5% of the base rate of pay, will move from Schedule A/step 6 to Schedule B/step N and no longer be eligible for longevity pay.
- An employee hired on or after July 7, 2018, will be assigned to Schedule B, and shall not be eligible for longevity pay.

Management employees who reach step 6, shall move to Salary Schedule B, Step K.

##### **C. Salary Schedule B**

All employees hired on or after July 7, 2018, shall be assigned to Salary Schedule B.

- The first step of Salary Schedule B shall be 100% of step 1 of Salary Schedule A for each job classification.
- Salary Schedule B shall consist of fourteen (14) salary steps (steps A through N). The increase from step A to step B shall be approximately 2.5% with all subsequent steps increasing by approximately 2.5% through step N.

Merit increases will be implemented at the beginning of the pay period that includes the employee's salary anniversary date, after the employee has worked full-time for twelve (12) months and has received an overall rating of meets expectations on their performance evaluation at their current step. Merit increases must be approved by the employee's supervisor.

## **ARTICLE 6. OVERTIME/COMPENSATORY TIME OFF**

### **Management Employees**

Management employees are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and are not eligible for overtime pay.

### **Confidential Employees**

For the purposes of this Document, the following words and phrases have the following meaning:

- Employees who are required to work in excess of forty (40) paid hours in a workweek shall be compensated at time and one-half of their regular rate of pay which is the employee's base rate of pay plus all differentials to which the employee is entitled. Sick leave, vacation, and CTO, are not considered time worked for purposes of computing overtime.
- Workweek is defined as either the period beginning at 12:01 a.m. Saturday and continuing until midnight the following Friday (in the case of a traditional 5/8 schedule or an alternate 4/10 schedule) or the period beginning at 12:01 p.m. Friday and continuing until 12:00 p.m. the following Friday (in the case of an alternate 9/80 schedule).
- Work shift is defined as day shift (6 a.m. - 6 p.m. daily) or night shift (6 p.m. to 6 a.m. daily).
- Work schedule is defined as the hours and days of work assigned to an employee.
- Paid hours are defined as regular and holiday hours.

## **Overtime Payment**

### **Confidential Employees Only**

- Overtime will be paid for all employees who work in excess of forty (40) paid hours in a workweek and shall be compensated at time and one half of their regular rate of pay as defined by the FLSA.
- Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their regular rate of pay for all hours worked in excess of twelve

(12) continuous hours. The payment of double time for these hours will offset the City's requirement to pay for those hours at an overtime rate if an employee is compensated for more than forty (40) hours in that week. All "double time" overtime shall be paid in the current payroll.

- C. When the City approves an employee's attendance at an off-site training workshop, the employee is in paid status during all hours that the workshop is in session with the exclusion of meal periods and social events. The employee will be in paid status for the travel time to and from the workshop that exceed the employee's regular commute time. The double time payment after twelve (12) continuous hours worked (Section B above) does not apply to off-site training events.
- D. Unscheduled overtime may be required of any employee at any time to respond to an unforeseeable emergency or situation where proper staffing is critical in the sole opinion of the City.

### **Compensatory Time Off (CTO)**

#### **Confidential Employees Only**

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

## **ARTICLE 7. LONGEVITY PAY**

### **Confidential Employees Only**

- A. Employees hired on or after July 1, 2012, shall not be eligible for longevity pay.
- B. Confidential employees hired before July 1, 2012, who are not at step 6 of Salary Schedule A as of July 6, 2019, shall be eligible for longevity pay as follows:
- C. When an employee has completed seven (7) years of service in the City, he/she shall receive a longevity differential of 2.5% of the base rate at the beginning of the pay period including the effective date.
- D. When an employee has completed ten (10) years of service in the City, he/she shall receive a longevity differential of 5.0% of the base rate at the beginning of the pay period including the effective date.
- E. When an employee has completed fifteen (15) years of service in the City, he/she shall receive a longevity differential of 7.5% of the base rate at the beginning of the pay period including the effective date.
- F. Time worked in a temporary or part-time position or time served as a volunteer prior to appointment to a regular position, will not be credited toward eligibility for longevity differential.

## **ARTICLE 8. EDUCATION INCENTIVE PAY**

### **Confidential Employees Only**

Confidential employees hired before July 1, 2012 shall be eligible for education incentive pay as follows:

- A. Associate Degree                      \$75.00 per month
- Bachelor's Degree                   \$125.00 per month
- Master's Degree:                     \$150.00 per month

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

- B. Education incentive pay shall not be applicable to employees in those classifications that require an associate or bachelor's degree as a minimum qualification to work in the class.
- C. Payment of education incentive will begin effective the first day of the pay period following when the employee provides the Human Resources Division with the appropriate documentation, which would include a copy of the transcripts or diploma. It is the responsibility of each employee to notify the Human Resources Division of his/her eligibility for education incentive and to provide the appropriate documentation.
- D. Confidential employees hired on or after July 1, 2012, shall not be eligible for education incentive pay.



## **SECTION III – BENEFITS**

### **ARTICLE 9. HEALTH, DENTAL, VISION, LONG-TERM DISABILITY, LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

#### **1. Policy**

The City will provide insurance benefits covering health, dental, vision, long-term disability, and life and accidental death and dismemberment (AD&D) for those employees and dependents that are qualified in accordance with the plan specifications.

#### **2. Selection of Carriers**

The employee shall choose their health insurance plan from those plans made available in this geographic area through the Health Benefits Division of the California Public Employees Retirement System (CalPERS). The dental, vision, long-term disability, and life and AD&D insurance plans shall be selected by the City. The City reserves the right to change carriers at any time, provided that the plan benefits to employees are substantially the same or better.

#### **3. Benefits**

##### **A. Health Insurance**

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

The City will contribute a direct monthly contribution towards the premium cost for the medical insurance plan and coverage level selected by each participating employee to a maximum of \$1,200.00 per month. Employees will pay the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the City's direct contribution.

##### **B. Payroll Deduction**

The employee will pay the amount their medical insurance cost exceeds the City's contribution by authorizing biweekly pre-tax payroll deductions.

##### **C. Dental Insurance**

The City shall pay the entire premium for family coverage under the dental plan-PPO.

Employees who select the Dental Plan – PPO Enhanced option (\$1,500 calendar years maximum) are responsible for paying the difference of the monthly premiums between the PPO Basic and PPO Enhanced plans, which will be paid via payroll deductions over 24 benefit pay periods.

##### **D. Vision Insurance**

The City shall pay the entire premium for family coverage under the vision plan. Effective the first day of the pay period following approval of this Resolution by

the City of Rocklin City Council, the City will include up to \$250.00 for frames and \$105.00 for contact lenses.

**E. Cafeteria Plan**

The City maintains a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code and any related regulations, for the purpose of providing employees with access to various health and welfare benefits. In addition to the City's Cafeteria Plan Allowance for health, dental, vision, long-term disability, and life and AD&D insurance set forth herein, commencing January 1, 2022, the City shall also provide each employee with a flex credit of eighteen-hundred dollars (\$1,800) per fiscal year for any benefit covered under the Cafeteria Plan. The flex credit will be prorated and paid over twenty-four (24) benefit pay periods, provided that the employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Any Cafeteria Plan allowance or flex credit provided by the City can only be used by an employee to offset the cost of participation in the Cafeteria Plan. Cafeteria plan payments are not eligible for cash payments.

Part-time employees shall receive this benefit according to his/her regular work schedule as documented in the Personnel Action Form.

**F. Long-Term Disability Insurance**

**Management Employees**

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

**Confidential Employees**

The City shall provide each employee with long-term disability coverage at fifty percent (50%) of their salary up to a maximum benefit of \$6,000 per month with a ninety (90) day waiting period.

**G. Life and Accidental Death and Dismemberment Insurance**

**Management Employees**

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

For management employees hired on or after July 1, 2012, the City shall provide basic life and accidental death and dismemberment insurance in the amount

specified on the list below. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

Police Captain	\$100,000
All Other Management Personnel	\$50,000

#### **Confidential Employees**

For confidential employees hired before July 1, 2012, the City shall provide life insurance in the amount of \$100,000 of basic life, plus \$100,000 accidental and dismemberment insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

For confidential employees hired on or after July 1, 2012, the City shall provide life insurance in the amount of \$50,000 of basic life, plus \$50,000 accidental and dismemberment insurance. Employees will be responsible for any tax liability incurred as a result of the premiums paid by the City for these benefits.

#### **4. Health Coverage Reduction Incentive**

- A. Each employee is eligible for full family coverage for health insurance. Should an employee require less than full family coverage, he/she is eligible to participate in the cost savings with the City.
- B. Employees who participate in the program must continue to maintain their coverage in the City's dental, vision, life and AD&D, and long-term disability plans. Participation in these plans is required for all employees ("Required Coverage – Employee Only").
- C. Employees who choose to decline the City's health coverage must provide certification of other coverage. This certification must be filed with the Human Resources Division.

Participants in the program will receive benefits as follows:

Eligibility Categories	Maximum Monthly Payment
No Health - Minimum Required Coverage ( <i>Dental, Vision, Life &amp; LTD</i> ) for Employee Only	\$250.00
No Health – Minimum Required Coverage ( <i>Dental, Vision, Life &amp; LTD</i> ) for Family	\$225.00
Full Coverage – Employee Only	\$175.00
Full Coverage – Employee and One Dependent	\$75.00

- D. Health coverage reduction incentive payments will be received as taxable income.
- E. In no event shall the Health Coverage Reduction Incentive, in combination with the current coverage expenditure for the individual employee, exceed the current health expenditure cap set forth in Section 3.A. of this Article.

#### **ARTICLE 10. STATE DISABILITY INSURANCE**

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

#### **ARTICLE 11. FLEXIBLE SPENDING PLAN**

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

#### **ARTICLE 12. RETIREMENT BENEFITS**

##### **1. Classic Employees**

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

##### **A. Classic Employees Retirement Plan**

The City agrees to maintain membership and to continue to contract with the State of California Public Employees Retirement System (CalPERS) for the 2% @ 55 plan for non-safety ("Miscellaneous") employees and the 3% @ 50 plan for safety employees, with the following additional contract provisions as found in the following sections of the California Government Code pertaining to PERS (Title 2, Division 5):

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

##### **B. Classic Employees Retirement Member Contribution**

Management and Confidential miscellaneous employees shall contribute two percent (2%) of his/her salary towards the employer's retirement contribution for a total of nine percent (9%) of the employee's salary. Management public safety

employees shall contribute two percent (2%) of his/her salary towards the employer's retirement contribution for a total of eleven percent (11%) of the employee's salary.

## **2. PEPPRA Employees Retirement Plan (Hired on or after 1/1/13)**

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

### **A. PEPPRA Employees Retirement Plan**

For PEPPRA employees the City will contract with the State of California Public Employees Retirement System (CalPERS) for the 2.7 % @ 57 plan for safety employees and 2% @ 62 plan for miscellaneous employees as required by law, with the following options:

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

### **B. PEPPRA Employees Retirement Member Contribution**

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

Management and Confidential employees shall contribute two percent (2%) of his/her salary towards the employer's retirement contribution.

## **ARTICLE 13. DEFERRED COMPENSATION**

For employees hired prior to July 1, 2012, the City will contribute up to \$300.00 per month in matching funds for Management employees, and the City will contribute up to \$200.00 per month in matching funds for Confidential employees who participate in a City-sponsored deferred compensation program.

For employees hired prior to July 1, 2012, the City will contribute \$200.00 per month (no match required) for employees to a City-sponsored deferred compensation program. If any type of "health savings account" becomes available under our benefits program, "Confidential" employees could direct these funds to that account to the extent allowed by law.

Employees hired on or after July 1, 2012, shall not be eligible for the City's contribution of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program.

## **ARTICLE 14. RETIREE HEALTH BENEFITS**

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

The City shall contribute up to a maximum of \$1,200 per month (depending on the medical plan and coverage level selected) for post-retirement medical insurance premium costs. Eligible retirees shall receive 100% of the City's contribution and any subsequent increases towards their post-retirement health benefits. The retiree health benefits described in this Article are intended to be permanent for current retirees as of July 5, 2019, and employees who retire before this Resolution is repealed. Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire prior to this Resolution is repealed shall exist and continue beyond the length of this Resolution, and are not dependent on the existence of any subsequent or future Resolution, however the City may agree to increase the amount of the retiree health benefit in the future.

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

## **ARTICLE 15. TUITION REIMBURSEMENT**

### **Confidential Employees Only**

#### **1. Eligibility and Approval**

Confidential employees shall be eligible for tuition and related expense reimbursement for completing pre-approved course work in an accredited college, school or university. Pre-approved job-related extension courses or certificate programs offered through accredited colleges and universities are also eligible for reimbursement. To be eligible for reimbursement, the employee must submit, to the Department Director and to the Human Resources Division for approval, an education plan and goal. The plan shall include at least the following:

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

When department operations allow, the Department Director may approve flexible hours to accommodate class schedules.

## **2. Reimbursement**

- A. Within ninety (90) days of completing the course work, the employee must submit to the Human Resources Division a copy of their grade report evidencing completion of the course work with a grade C or better, and an itemized receipt reflecting the items that are being claimed for reimbursement.
- B. Items qualifying for reimbursement include:
  - a. Tuition (in-state only)
  - b. Required textbooks
  - c. Required supplies
  - d. Parking permits
  - e. Other required fees
- C. Items NOT qualifying for reimbursement include:
  - a. Medical service fee
  - b. Mileage
  - c. Items not required by the instructor
- D. The maximum amount eligible for reimbursement will be \$750.00 per calendar year. With the approval of the Department Director and the Human Resources Division, an employee may apply the annual tuition reimbursement allowance to Certificate or Extension programs such as those offered by UC Davis which meet the goals of the employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

## **ARTICLE 16. UNIFORM ALLOWANCE**

The following classifications shall receive a uniform allowance of \$36.54 per pay period:

- Deputy Fire Chief
- Fire Chief
- Police Captain
- Police Chief

The following classifications shall receive a uniform allowance of \$30.00 per pay period:

- Manager of Police Records and Communications
- Senior Police Technician

## **SECTION IV – LEAVES**

## **ARTICLE 17. VACATION**

### **1. Policy**

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

### **2. Accrual Rates and Maximum Accumulation**

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

<u>Year</u>	<u>Days/year</u>	<u>Maximum Accrual</u>
1	15 (.0577 per hour)	240 hours
2	16 (.0615 per hour)	240 hours
3	17 (.0654 per hour)	240 hours
4	18 (.0692 per hour)	240 hours
5	20 (.0769 per hour)	240 hours
10	23 (.0885 per hour)	260 hours
15	25 (.0962 per hour)	280 hours
20+	27 (.1039 per hour)	320 hours

- B. When an employee accrues the maximum number of accrual hours as set forth above, the employee shall cease accruing vacation until such time as the employee has utilized vacation hours to bring the total hours below the maximum stated accrual. At no time may an employee have a total balance of vacation hours in excess of the maximum leave accrual.
- C. The City reserves the right to require employees who currently have a balance approaching their maximum accrual to take time off. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements to reduce the accrued hours prior to December 31<sup>st</sup> of each year.
- D. Vacation leave must be scheduled and approved in advance in accordance with the procedures established for each department or division. After the first year of service, each employee must take one vacation period of no less than five (5) consecutive workdays during a calendar year.
- E. The City Manager shall have the authority to grant up to five (5) additional days of vacation annually (to equal a maximum of twenty (20) days of each year) to any individual in any Management position during their first four (4) years of service



with the City. The City Manager shall also have the authority to credit five (5) days of vacation from the first year's accrual as of the first day of employment.

- F. Department Directors shall be entitled to no less than twenty (20) days of vacation per year, regardless of their date of hire.
- G. If an employee receives a higher accrual rate as stated in E and F above, the employee's accrual rate will not increase until their years of service entitle them to a higher accrual rate according to the schedules included in this Document.

## **ARTICLE 18. HOLIDAYS**

During the term of this Document, the City will recognize the holidays as hereby specified.

New Year's Day	January 1
Martin Luther King Day	January - Designated Monday
President's Day	February - Designated Monday
Memorial Day	May - Designated Monday
Independence Day	July 4
Labor Day	September - Designated Monday
Veteran's Day	November 11
Thanksgiving	November - Designated Thursday
Thanksgiving Friday	November - Designated Friday
Christmas Day	December 25

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

## **ARTICLE 19. SICK LEAVE**

### **1. Accrual and Cash Out**

- A. Full time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0462 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Employees may use accrued sick leave as soon as it is accrued.
- B. For employees hired before July 1, 2012, upon termination of employment in good standing, the accumulated sick leave may be sold back as follows:

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

60 – 69 days	40%
70 days or more	50%

The formula for the buyback shall be: Total accumulated days multiplied by the current hourly rate in effect at the date of separation multiplied by the buyout rate from the chart above.

For employees hired on or after July 1, 2012, upon termination of employment in good standing, the accumulated sick leave buyout shall not exceed 10% of all accumulated hours in excess of twenty-nine (29) days.

Upon retirement, an employee may choose to 1) convert his/her total sick leave to CalPERS service credit; or 2) sell back his/her sick leave under the schedule noted above. The sick leave remaining after the buyout will be converted to CalPERS service credit under Section 20965, "Credit for Unused Sick Leave."

## **2. Use of Sick Leave**

Sick leave may be used for the following purposes:

- A. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member (defined below), or
- B. If employee is a victim of domestic violence, sexual assault or stalking, sick leave may be used to obtain any relief to help ensure the health, safety, or welfare of the employee or his/her child; or
- C. For an employee who is an organ or bone marrow donor, pursuant to the provisions of California Labor Code section 1510, or for bereavement leave, as set forth below in Article 20.
- D. An employee may use up to one-half of his/her annual accrual of sick leave to attend to the illness of the following family members: employee's biological, adoptive or foster parent, stepparent, or legal guardian of employee or employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; spouse or registered domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling.
- E. Confidential employees may use sick leave to donate blood for up to two (2) hours on four (4) occasions each calendar year. The maximum amount of sick leave that can be used for this purpose is eight (8) cumulative hours each calendar year.
- F. An employee who is entitled to a disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of the retirement as provided by Government Code Section 21163.

- G. Employees who are off work for three (3) or more consecutive days due to a non-work related illness or injury shall, if requested, supply a medical release to the Human Resources Division signed by the health care provider stating that the employee may return to full or modified duty. If returned to modified duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place.

**3. Coordination of Sick Leave and Disability Benefits**

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

**4. Coordination of Sick Leave and Workers' Compensation Benefits**

An employee injured on duty who is receiving Workers Compensation benefits shall be treated in the same manner as an employee receiving SDI as set forth in Section 3 above.

**5. Coordination of Accrued Vacation, and Compensatory Time Off (CTO) With Disability and Workers' Compensation Benefits**

- A. An employee may request to integrate accrued leave with disability benefits to continue to receive full salary, which shall be a combination of accrued vacation and/or Compensatory Time Off and State Disability or Workers Compensation benefits.
- B. When accrued leaves are exhausted, an employee shall be placed on leave without pay.

**ARTICLE 20. BEREAVEMENT LEAVE**

1. Each employee will be eligible for up to three (3) working days (24 hours) of bereavement leave for purposes of bereavement following the death of a relative. If an employee

requests additional time off for bereavement, an additional two (2) days (16 hours) may be charged to accrued sick leave.

A. Relatives Covered

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

B. The following step/foster relationships are covered:

Father	Mother
Son	Daughter
Brother	Sister
Grandfather	Grandmother

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

2. Notification to the City

The employee shall notify his/her supervisor not later than the beginning of the next work day of the occurrence requiring bereavement leave and, if requested by the City, shall provide substantiation to support the request. Such leave shall commence within a reasonable amount of time following the request. Bereavement leave may be taken in consecutive days, or as needed, not to exceed the maximum amount of time allowed per Section 1. above.

**ARTICLE 21. MANAGEMENT LEAVE**

A significant amount of skill, effort, and devotion is required to be successful in a management position. In recognition of this, management leave is granted as part of the total management compensation package. Staff assigned to Management classifications are expected to devote the time necessary to successfully perform the position's responsibilities and to accomplish established goals. Attendance at after-hours meetings or community gatherings is frequently required of management positions. Further, staff assigned to Management positions frequently spend personal time doing work related tasks. The compensation established for Management classifications is not affected by the amount of time required, on an individual basis, for successful performance. Full time management positions will typically require a minimum of eighty (80) hours per bi-weekly pay period.

Management personnel below the Director level may schedule their time as needed to meet the service needs of their division subject to review and concurrence by the Department Director, Division Manager, or Chief. Directors may schedule their time as needed to fulfill their management role in the department and any inter-departmental responsibilities that may be assigned. This schedule shall be subject to the review and concurrence by the City Manager. The City Manager retains the discretion to determine management leave based on individual circumstances not to exceed 80 hours.

Employees shall be credited with and have available for use the number of days as established above as of July 1 each year. Should any employee be hired or promoted into a management position after July 1, they shall be credited with a prorated amount of management leave for the balance of the fiscal year. Upon resignation or other termination of employment in good standing, the employee shall receive a prorated amount of unused management leave on the books as of the date the resignation is submitted or the other termination is effected based on the portion of the fiscal year actually worked. Management leave shall not be cumulative from year to year and may not be cashed out in-lieu of use.

## **ARTICLE 22. FAMILY CARE AND MEDICAL LEAVE**

### **1. FMLA/CFRA**

An employee who has worked at least 1250 hours in the past 12 months for the City is eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

An employee who is in unpaid status during a Family Care & Medical Leave will suffer no break in service for purposes of determining seniority per the City of Rocklin Personnel Rules.

The City reserves the right to temporarily transfer an employee who is taking intermittent Family Care & Medical Leave or on a reduced leave schedule for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable in pay and benefits to the employee's regular position and the employee will be returned to their original position on completion of their treatment, subject only to their being capable of performing the essential functions of the job.

The City may require the employee to utilize all accrued sick leave, vacation, and management leave to cover the FMLA or CFRA period which otherwise would be unpaid. If the employee chooses, they may reserve five (5) days of accrued vacation leave for use upon their return from an extended period of Family Care & Medical Leave.

A. "Extended Period" is defined as an absence of two (2) weeks or more.

- B. If all other leave is exhausted at the expiration of the Family Care & Medical Leave, an employee may use the reserved vacation leave for purposes of sick leave and medical appointments for the employee and his/her dependents for a period of three (3) months after his/her return from Family Care and Medical Leave.

## **2. Pregnancy Disability Leave**

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

- B. **Use of Leave**

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

## **3. CFRA- Bonding Leave**

An employee who has worked at least 1250 hours in the past twelve months for the City may request up to twelve (12) weeks bonding leave per the California Family Rights act (CFRA) in accordance with California Government Code Section 12945.2. Bonding leave must be taken within one year of the child's birth, adoption, or start of foster care. It may be taken in increments of two (2) weeks or more, however on two occasions the employee may take such leave in smaller increments.

## **ARTICLE 23. LEAVE OF ABSENCE WITHOUT PAY**

- 1. Leave of absence without pay may be granted to any employee with the approval of the Department Director or his/her designee for: (1) Illness beyond that covered by sick leave; or (2) other personal reasons which do not adversely impact, interfere, with, or disrupt City operations.
  - A. To be eligible for a leave of absence for personal reasons, an employee must have received an overall rating of meets expectations on their performance evaluation, and no formal disciplinary actions in the twelve (12) months prior to the request.
  - B. Terms and conditions of the leave shall be specified in writing.

## **2. Duration**

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

and balance those needs against the impacts to the City created by the employee's continued absence.

3. Revocation of Leave of Absence

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

4. Return Upon Expiration of Leave of Absence

Upon return to work from a leave of absence the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former position nor an equivalent position is available, the employee will be reassigned to a vacant position for which he/she is qualified.

5. Non-Qualifying Service

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

6. Leave Usage

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

## **SECTION V – MISCELLANEOUS TERMS AND CONDITIONS**

### **ARTICLE 24. PROBATIONARY PERIODS**

#### **1. Probationary Periods**

- A. Department Directors appointed by the City Manager serve at the will and pleasure of the City Manager, and do not serve a probationary period.
- B. Unless otherwise specified upon employment, all other Management and Confidential employees subject to appointment by the City Manager shall serve an initial probationary employment period of twelve (12) months of continuous service, upon employment or re-employment. Upon promotion, the probationary period shall be twelve (12) months of continuous employment in the higher class, except for promotion of an employee who has completed probation in the lower class to the next higher class in a flexibly staffed position.
- C. The probationary period is an integral part of the selection process and shall be utilized as an opportunity to observe the employee's work, to provide training, and to assist the employee in adjusting to the new position. At any time during the probationary period, an employee may be released with or without cause, and shall be without the right of review of any kind.

#### **2. Extension of Probationary Periods**

- A. The probationary period may be extended commensurately by each hour an employee is on authorized leave for more than five (5) consecutive work days. Leaves include, but are not limited to, vacation, sick leave, compensatory time off, and leaves without pay, including leaves granted under the Family Medical Leave Act, California Family Rights Act, Pregnancy Disability Leave, Americans with Disabilities Act, and Workers' Compensation Laws. Employees who request and receive a temporary modified duty assignment due to medical conditions such that they are not performing the essential job functions of their position shall have their probationary period extended for each hour of such modified duty assignment.
- B. Outside an authorized leave, a probationary period may be extended one time at the City's sole discretion, for a period not to exceed six (6) months to ensure that an employee has demonstrated all of the necessary skills and traits to successfully pass probation for the job classification.

### **ARTICLE 25. NEPOTISM**

The purpose of a nepotism policy is to regulate, restrict, or prohibit the employment of relatives or when two (2) existing employees enter into a relationship when it may have a detrimental



effect on supervision and morale, and is necessary for proper and efficient operation and delivery of City services.

1. No relative of a City employee may serve in or be appointed, promoted, demoted, or transferred to a position which involves a direct supervisor subordinate relationship with a relative. The Department Director is considered in the direct line of supervision in that department.
  - A. Direct line of supervision, includes any situation in which the employee would be in a position to affect the terms and conditions of another's employment, including making decisions about work assignments, compensation, grievances, advancement, or performance evaluation.
  - B. A relative is defined as an individual who is related by blood, marriage, domestic partnership, or adoption in any of the following ways: spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law, or any other situation that the Human Resources Director determines creates the possibility of a conflict of interest.
  - C. Employees in supervisory positions are discouraged from engaging in romantic relationships with subordinates. In such cases, employees are required to report the relationship to Human Resources. Human Resources, in consultation with the Department Director and/or City Manager, will determine if modifications to the reporting structure and/or reassignment are appropriate.

#### **ARTICLE 26. HOLIDAY FURLOUGH**

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

1. Employees will be notified by July 1 of each year if and when the furlough is scheduled.
2. Supervisors will notify those employees who will be required to work during the furlough by November 1.
3. During the furlough period, employees may use accrued vacation, management leave, or CTO, or they may take the time off without pay. The furlough will not affect health benefits and leaves and seniority will continue to accrue.

#### **ARTICLE 27. CITY MANAGER ADDITIONAL AUTHORITY**

Notwithstanding any of the provisions above, the City Manager may negotiate employment agreements for Directors outside of the terms of this Document provided that the employment agreement is brought to City Council for ratification at the earliest opportunity.