

RESOLUTION NO. 2016-159

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. 2015-177

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

Section 1. Resolution No. 2015-177 is hereby repealed.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.

PASSED AND ADOPTED this 28th day of June, 2016, by the following vote:

AYES:	Councilmembers:	Ruslin, Magnuson, Butler, Janda
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Yuill
ABSTAIN:	Councilmembers:	None



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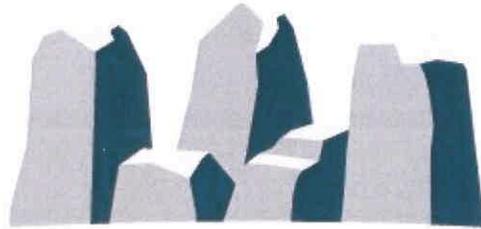
Gregory A. Janda, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

EXHIBIT A



**ROCKLIN**  
CALIFORNIA

**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 All previous resolutions of the City Council in regard to salaries and benefits for Employees are hereby expressly superseded.

Confidential employees are covered by the provisions in the current Public Service employees MOU with respect to merit increases, reclassifications and promotions.

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This Document shall remain in effect for each fiscal year thereafter, until or unless said resolution shall be repealed or modified by the City Council.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

Salaries for the employees covered by this Document shall be according to the form attached hereto as Exhibit A and by this reference incorporated here in.

During the term of this Document, salaries for all classifications will be adjusted as follows:

\*Effective the pay period including 7/1/16: 3.0% Salary Adjustment

\*\*Effective the pay period including 7/1/16: 5.0% Salary Adjustment - (Police Captain Only)

Merit increases will be implemented on the employee's salary anniversary date, after the employee has worked full-time for twelve (12) months and has received a favorable evaluation at their current step. Merit increases must be approved by the Department Head, or for Department Heads, by the City Manager.

\*All classifications within Management and Confidential except Police Captain will receive this salary adjustment.

\*\*Only the Police Captain classification will receive this salary adjustment.

### ARTICLE 6. OVERTIME/COMPENSATION 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:

- A. Employees who are required to work in excess of forty (40) paid hours in a workweek shall be compensated at time and one-half of their regular hourly rate. Sick leave, vacation, and CTO, are not considered time worked for purposes of computing overtime.
  
- B. 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).

- C. 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).
- D. Work schedule is defined as the hours and days of work assigned to an employee.
- E. Paid hours are defined as regular and holiday hours.

### **Overtime Payment**

#### **Confidential Employees Only**

- A. 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. In calculating the base rate for overtime compensation, neither standby nor call back stipends shall be included.
- B. Employees who are required to work in excess of twelve (12) continuous hours shall be compensated at double their base hourly rate 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 sixty-four (64) actual hours. These hours shall be recorded at the time and one-half rate; i.e., up to a maximum of ninety-six (96) hours CTO may be earned. Once an employee has

been credited with compensatory time, the employee may not receive a lump sum payment for the hours accrued unless the employee is separated from City service. Upon separation the employee will be paid at his/her hourly rate for the remaining compensatory balance.

- C. Employees are expected to request the use of accrued CTO in accordance with the procedures and timelines established by each department or division. The City reserves the right to require the employee to take time off to reduce the accrued hours to the maximum accrual. If the City exercises its right to require the time off, the employee must be allowed thirty (30) days to make arrangements. When the employee is carrying the maximum CTO hours, all overtime must be paid at time and one-half in the pay period worked. In pay period 24 the City shall pay the employee for up to forty (40) CTO hours earned through the previous pay period at the then current regular rate of pay.
- D. The Department Head 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**

The City will maintain the longevity pay program for confidential employees as follows:

- A. When an employee has completed seven (7) years of service in the City, he/she shall receive a longevity differential of 2.5% of base pay.
- B. When an employee has completed ten (10) years of service in the City, he/she shall receive a longevity differential of 5.0% of base pay.
- C. When an employee has completed fifteen (15) years of service in the City, he/she shall receive a longevity differential of 7.5% of base pay.
- D. Time worked in temporary status or as a volunteer prior to appointment to a regular position, will not be credited toward eligibility for longevity differential.
- E. Employees hired on or after July 1, 2012, shall not be eligible for Longevity Pay.

#### **ARTICLE 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's 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's or Bachelor's degree as a minimum qualification to work in the class.

**Effective Dates**

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

## SECTION III – BENEFITS

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

#### A. Policy

1. The City will provide insurance benefits covering health, dental, vision, long-term disability, and life and accidental death and dismemberment for those employees and dependents who are qualified in accordance with 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.

#### B. Benefits

##### 1. Health Insurance

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

The City will contribute a maximum of \$1,093.00 per month towards the cost of health insurance.

If the City negotiates a higher contribution towards health insurance with any bargaining unit during the term of this Document, the employees will receive the same higher contribution as that unit.

##### 2. Dental Insurance

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

##### 3. Life and Accidental Death and Dismemberment Insurance

#### **Management Employees**

The City shall provide life insurance for each employee in the amount of \$200,000 of basic life plus \$200,000 accidental death and dismemberment

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

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

City Manager	\$200,000
City Attorney	\$200,000
Assistant City Manager/CFO	\$200,000
Director of Public Services	\$200,000
Police/Fire Chief	\$200,000
Director of Economic & Community Dev	\$100,000
Deputy Director, Public Services	\$100,000
Deputy Fire Chief/Police Captain	\$100,000
All Other Management Personnel	\$50,000

#### **Confidential Employees**

The City shall provide life insurance for each employee hired before July 1, 2012 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.

The City shall provide life insurance for each employee hired on or after July 1, 2012 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. 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.

5. Vision Insurance

The City shall pay the entire premium for family coverage under the vision plan.

C. Health Coverage Reduction Incentive

1. 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.
2. 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").
3. 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.
4. Participants in the program will receive their share of the cost savings as taxable income.
5. 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

6. 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 B.1 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 (\$2,550 for the calendar year starting January 1, 2016) per year pre-tax income to pay for costs associated with health insurance premiums and health costs not covered under the benefits plan. If the maximum amount changes under IRS Section 125 then the City will abide by that new amount. The plan also allows the employees to set aside pre-tax income to pay for costs of child care and adult dependent care. The maximum amount allowed for child care and adult dependent care is \$5,000 a calendar year. If the maximum amount changes then the City will abide by that new amount. Employees may choose to enroll in this plan each December for the coming calendar year. Participants in the plan must pay the monthly administrative cost by authorizing biweekly payroll deductions.

## **ARTICLE 12. RETIREMENT BENEFITS**

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

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

#### **A. Tier 1 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. Tier 1 Classic Employees Retirement Member Contribution**

Effective July 1, 2016, the City shall not contribute towards the employee's contribution for Management and Confidential employees. Safety employees shall contribute nine percent (9.0%) of his/her salary towards the individual employee's retirement contribution, and Miscellaneous employees shall contribute seven percent (7%) of his/her salary.

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

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

A. Tier II 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. Tier II Classic Employees Retirement Member Contribution

Safety employees shall contribute nine percent (9.0%) of his/her salary towards the individual employee’s retirement contribution, and Miscellaneous employees shall contribute seven percent (7.0%) of his/her salary towards the individual employee’s retirement contribution.

3 Tier III PEPRA Employees (Hired on or after 1/1/13)

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

A. For Tier III PEPRA employees the City will contract with the State of California Public Employees Retirement System (CalPERS) for the 2.7 % @ 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. Tier III PEPRA employees will make employee contributions as required by State law.

**ARTICLE 13. DEFERRED COMPENSATION**

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. Less than full-time employees will receive a proportionate benefit.

The City will contribute \$200.00 per month (no match required) for employees to a City-sponsored deferred compensation program. Less than full-time employees will receive a proportionate benefit. 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**

Management and Confidential employees, and the City agree to rescind the Vesting Schedule for Retiree Health benefits, adopted by the City by Resolution No. 2003-91 under the authority of Cal. Government Code 22983. All City of Rocklin 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.

Eligible retirees shall receive 100% of the City's contribution towards their post-retirement health benefits as described in Article 9- Health, Dental, Vision, LTD, Life, and AD&D Insurance.

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

**ARTICLE 15. TUITION REIMBURSEMENT**

**Confidential Employees Only**

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

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

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

#### B. Reimbursement

Upon completion of the course work, the employee must submit the following items to receive reimbursement:

1. Copy of grade report evidencing completion of the course work with a grade C or better
2. Itemized receipts showing items claimed for reimbursement
3. Items qualifying for reimbursement include:
  - a. Tuition (in-state only)
  - b. Required textbooks
  - c. Required supplies
  - d. Parking permits
  - e. Other required fees
4. Items NOT qualifying for reimbursement include:
  - a. Medical service fee
  - b. Mileage

c. Items not required by the instructor

5. The maximum amount eligible for reimbursement will be \$750.00 per calendar year. With the approval of the Department Head and the Human Resources Division, an employee may apply the annual tuition reimbursement allowance to Certificate or Extension programs such as those offered by UC Davis which meet the goals of the employee's education plan. The City will observe the IRS regulations concerning the taxability of educational reimbursement in effect at the time of the request for reimbursement.

SECTION IV – LEAVES

ARTICLE 16. VACATION

I. Policy

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

II. Accrual and Use

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

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

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

C. 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.

- D. 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.
- E. Department Heads shall be entitled to no less than twenty (20) days of vacation per year, regardless of their date of hire.
- F. If an employee receives a higher accrual rate as stated in D and E 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 17. 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	Designated Monday
President's Day	Designated Monday
Memorial Day	Designated Monday
Independence Day	July 4
Labor Day	Designated Monday
Veteran's Day	November 11
Thanksgiving	Designated Thursday
Thanksgiving Friday	Designated Friday
Christmas Day	December 25

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

**Floating Holidays**

Floating Holidays were eliminated and each employee received an additional sixteen hours of vacation per year, which were incorporated in Article 16.-Vacation-Section II.-A.-Accrual and Use.

**ARTICLE 18. SICK LEAVE**

**I. Accrual and Cash Out**

- B. Full time employees shall accrue up to twelve (12) sick leave days per year, at the rate of .0461538461 multiplied by the actual number of hours in paid status, with the exception of overtime. The hours accrued in a pay period will not be available to the employee until the following pay period. Employees may use accrued sick leave as soon as it is accrued.
  
- B. Upon termination of employment in good standing, the accumulated sick leave may be sold back as follows:

<u>Total</u> <u>Accumulated Sick Leave</u>	<u>Buyout</u> <u>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 in the event of one of the following circumstances:

- A. Actual illness or injury of the employee;
  
- B. The employee's exposure to a contagious disease;

- C. Medical or dental appointments of employee and employee's immediate family members when such appointments cannot be arranged during off-duty hours and when the employee's presence is required;
- D. Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). For purposes of sick leave use, as required by the Healthy Workplaces, Healthy Families Act of 2014, family members shall include the employee's biological, adoptive or foster parent, stepparent, or legal guardian; spouse or domestic partner; biological, adopted or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; grandparent; grandchild; or sibling.
- E. 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 physician stating that the employee may return to full or restricted duty. If returned to restricted duty, the release must be specific as to the nature of the restrictions and the length of time, if known, that the restrictions are to remain in place. Return to work may be delayed until such time as the City determines that the physician-imposed restrictions allow return to the employee's regular position with or without reasonable accommodation or placement on a modified duty assignment.

3. Coordination of Sick Leave and Disability Benefits:

- A. Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for a non-work related injury shall be integrated as follows:

- 1. An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

- a. If he/she has accumulated sick leave, be treated as on sick leave; and
- b. Receive full salary, which shall be a combination of compensation from the City and SDI.
- c. While the employee is integrating SDI, the amount of the SDI payment(s) received shall be credited to the employee. The remainder of the employee's base salary will be paid first through sick leave, then through other leave balances. Employee's must notify the Human Resources Division of their intent to integrate and must provide proof of payment from EDD to the Human Resources Division in a timely manner.
- d. When all available leave hours, beginning with sick leave are exhausted he/she shall only receive SDI to the extent permitted by law.

4. Coordination of Sick Leave & Workers Compensation Benefits:

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

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

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

**ARTICLE 19. 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  
Grandfather  
Grandchildren

Mother-in-law  
Grandmother

B. The following step/foster relationships are covered:

Father  
Son  
Brother  
Grandfather

Mother  
Daughter  
Sister  
Grandmother

B. 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 20. 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 Head, 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 following list of employees shall be eligible for the specified management leave each fiscal year. Such leave shall be scheduled with the concurrence of the employee's immediate supervisor. For existing employees hired prior to July 1, 2012, the City Manager retains the discretion to determine management leave based on individual circumstances above the limits established below not to exceed 80 hours.

City Manager:	Per Employment Agreement
City Attorney:	Per Employment Agreement
Police/Fire Chief:	Per Employment Agreement
Director of Economic & Community Development	40 Hours
Deputy Director of Administrative Services	40 Hours
Director of the Office of Long-Range Planning	40 Hours
Deputy Director, Public Services	40 Hours
Deputy Fire Chief/Police Captain	40 Hours

Other Management employees are at the discretion of the City Manager.

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 21. FAMILY CARE AND MEDICAL LEAVE**

An employee shall be eligible to take leave for up to twelve (12) weeks each twelve (12) month period for personal or family illness, or following the birth or adoption of his/her child in accordance with the California Family Rights Act (CFRA) (Government Code Section 12945.2) and the Federal Family and Medical Leave Act (FMLA) (Title 29, Part 825, Code of Federal Regulations).

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

The City reserves the right to transfer an employee who is taking intermittent Family Care & Medical Leave for medical treatment when it is determined to be in the best interest of the City that the functions of the affected position be performed on a full-time basis. The position to which the employee is transferred must be comparable to the employee's regular position and the employee will be returned to their original

position on completion of their treatment, subject only to their being capable of performing the essential functions of the job.

The City may require the employee to utilize all accrued sick leave, vacation, management leave, and floating holidays to cover the 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.
  
- C. Accrued leave will be coordinated with Disability or Workers Comp benefits as appropriate.

## **ARTICLE 22. MATERNITY LEAVE**

### **1. Length of Leave Allowed**

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).

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

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

- A. During the period of her disability, an employee's paid leave will be integrated with any State Disability benefits she may receive.
  
- B. An employee may retain up to forty (40) hours of accrued vacation leave for use upon her return from maternity leave.

- 1. The retained vacation leave may be used for purposes of sick

leave and medical appointments for the employee and her dependents for a period of six (6) months after her return from maternity leave.

2. Vacation leave used for this purpose will be used in increments of no less than (2) hours.

### 3. Extension of Leave

- A. An employee may request to use family leave to extend her maternity leave as follows:
  1. Upon recovery from her pregnancy-related disability, an employee may request up to twelve (12) weeks bonding leave per the California Family Rights act (CFRA) in accordance with California Government Code Section 12945.2. Bonding leave must be taken in increments of two (2) weeks or more, however on two occasions the employee may take such leave in smaller increments.
  2. An employee, who has not recovered from her pregnancy-related disability upon expiration of the four-(4) months to which she is entitled under Govt. Code Section 12945 (b) (2), may request up to twelve (12) weeks of family leave to recover from her disability. This leave may be granted under the terms and conditions of CFRA.
- B. An employee, who has not recovered from her pregnancy-related disability at the expiration of the twelve (12) weeks of Family Care and Medical Leave, may request an extension of her leave of absence for an additional ninety (90) days under the terms and conditions of Article 23, Leave of Absence Without Pay. The City may grant the extension, if conditions warrant such an extension.
- C. Except where specifically stated in this section, Maternity leave will be governed by the terms and conditions of Article 23, Leave of Absence Without Pay.

### **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 Head or his/her designee for: (1) illness beyond that covered by sick leave; or (2) other personal reasons which do not impair the effectiveness of the City.

- A. To be eligible for a leave of absence for personal reasons, an employee must have received a satisfactory performance appraisal and no formal disciplinary actions in the 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 Head 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

- A. Upon the expiration of a personal leave of absence or a non-work related injury or illness, the employee shall be returned to his/her former position.
- B. Upon a release from work-related injury or illness, the employee shall be returned to his/her former position, if available, or an equivalent position, if available. If neither the former position 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

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

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. 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.

- A. Employees will be notified by July 1 of each year if and when the furlough is scheduled.
- B. Supervisors will notify those employees who will be required to work during the furlough by November 1.
- C. 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.
- D. On July 14, 2015, Article 16.-Vacation-Section II.-A.-Accrual and Use was increased by one (1) additional vacation day, equivalent to eight (8) hours per year.

### **ARTICLE 25. 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.

CITY OF ROCKLIN  
MANAGEMENT SALARY SCHEDULE  
 (Annual Salary)  
 Effective June 25, 2016

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Marketing and Development Specialist	1	60,114	63,120	66,276	69,590	73,070	76,724
Manager of Housing & Code Compliance Special Events Manager	3	63,157	66,315	69,631	73,113	76,769	80,607
Associate Management Analyst	5	66,354	69,672	73,156	76,814	80,655	84,688
Financial Analyst Public Services Manager Recreation, Arts, and Event Tourism Business Program Manager	12	78,874	82,818	86,959	91,307	95,872	100,666
Application Services Administrator Network Services Administrator	14	82,867	87,010	91,361	95,929	100,725	105,761
Management Analyst Manager of Police Records and Communications	15	84,939	89,186	93,645	98,327	103,243	108,405
Principal Management Analyst	17	89,239	93,701	98,386	103,305	108,470	113,894
Finance Officer Manager of Building Services Principal Systems Engineer Public Finance and Revenue Manager Senior Engineer	18	91,470	96,044	100,846	105,888	111,182	116,741
City Engineer Manager of Planning Services	19	93,757	98,445	103,367	108,535	113,962	119,660
City Clerk Director of City Commerce and Communications Director of the Office of Economic Development	20	96,101	100,906	105,951	111,249	116,811	122,652
Deputy City Attorney Environmental Services Operations Manager Information Technology Manager	22	100,967	106,015	111,316	116,882	122,726	128,862

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Chief Building Official Deputy Director of Administrative Services Director of the Office of Long-Range Planning Human Resources Manager	23	103,491	108,666	114,099	119,804	125,794	132,084
Deputy Director, Public Services	24	106,078	111,382	116,951	122,799	128,939	135,386
Director of Administrative Services Director of Recreation, Arts, and Event Tourism	30	123,017	129,168	135,626	142,407	149,527	157,003
Deputy Fire Chief Police Captain	32	129,244	135,706	142,491	149,616	157,097	164,952
Director of Economic and Community Development	33	132,475	139,099	146,054	153,357	161,025	169,076
Director of Public Services	34	135,787	142,576	149,705	157,190	165,050	173,303
Assistant City Manager/Chief Financial Officer	39	153,632	161,314	169,380	177,849	186,741	196,078
Fire Chief	41	161,410	169,481	177,955	186,853	196,196	206,006
Police Chief	43	169,581	178,060	186,963	196,311	206,127	216,433
			<u>Salary</u>	<u>Resolution No.</u>	<u>Date Adopted</u>		
City Manager		236,372		2014-230		10/28/2014	
City Attorney		(TBD)		2016-XXX		(TBD)	
Interim City Attorney		141,582		2016-140		06/14/2016	
Deputy City Attorney		128,862		Contract		06/02/2014	

CITY OF ROCKLIN  
CONFIDENTIAL SALARY SCHEDULE  
 (Annual Salary)  
 Effective June 25, 2016

<u>Classification</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Secretary	11	43,386	45,555	47,833	50,225	52,736	55,373
Departmental Administrative Specialist Human Resources Technician I	17	50,297	52,812	55,453	58,226	61,137	64,194
Administrative Assistant to Police Chief	18	51,555	54,133	56,840	59,682	62,666	65,799
Departmental Administrative Specialist	Y-Rated						65,824
Human Resources Technician II	20	54,165	56,873	59,717	62,703	65,838	69,130
Payroll Administrator Senior Human Resources Technician	24	59,788	62,777	65,916	69,212	72,673	76,307
Deputy City Clerk	28	65,995	69,295	72,760	76,398	80,218	84,229
Fire Prevention Officer	29	67,645	71,027	74,578	78,307	82,222	86,333