

**SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN FIREFIGHTER'S UNION LOCAL 3847**

WHEREAS, the City of Rocklin (City) and the Rocklin Firefighter's Union Local 3847 (collectively, "the Parties") are parties to a Memorandum of Understanding (MOU) establishing the terms and conditions of employment between the City and employees in the Union for the period of July 1, 2022 to June 30, 2025; and

WHEREAS, Article 27 of the MOU describes the manner and method in which holidays are handled; and

WHEREAS, Article 27 of the MOU allows for holiday time off, which includes ten (10) specific holidays and two (2) floating holidays for a total of 96 hours, in which unused hours can be cashed out in November each year; and

WHEREAS, CalPERS, per Government Code 20630 and 20636 does not allow floating holidays to be pensionable income; and

WHEREAS, the City and the Union have met and conferred and agree to amend the MOU Article 27 (IV.A).

AGREEMENT

Now, therefore, upon Council adoption, the Parties agree to amend the MOU and incorporate the changes and additions set forth herein upon adoption by the City Council. The changes to Article 27 described in this Agreement shall be applied retroactively to January 1, 2016 to ensure compliance with CalPERS rules for Classic members. Except as amended by this Agreement, the provision of the MOU remain in full force and effect.

Section IV – Leaves, Article 27. Holidays

I. Policy

Due to the nature of work performed by Fire personnel, it is not possible to observe traditional holidays as they occur. Therefore, those employees who are scheduled to work without regard to holidays will be credited with ninety-six (96) holiday hours at the beginning of each calendar year, which are credited based on the ten (10) holidays identified below at a rate of 9.6 hours per holiday. Holiday time off shall be requested in accordance with Department guidelines and scheduled subject to approval by the Chief or his/her designee. Hours not used by the last pay period in November each year shall be cashed out at the employee's base rate and paid to the employee in the following pay period.

II. Accrual and Payoff:

- A. Individuals who are not employed for the full calendar year shall accrue holiday hours at the rate of eight (8) hours per month. If the date of hire falls between the 1st and 15th day of the month, they will be credited with the full eight (8) hours for that month and each succeeding month during the calendar year. If the date of hire falls between the 16th and the last day of the month, they will be credited with four (4) hours for that month and eight (8) hours for each succeeding month during the calendar year.
- B. Individuals who leave employment with the City prior to the end of the calendar year shall be paid holiday hours at the rate of eight (8) hours for each full month of employment. Partial months of employment will be credited as follows: If the date of termination falls between the 16th and the last day of the month, they will be credited with the full eight (8) hours for that month. If the date of


termination falls between the 1st and the 15th day of the month, they will be credited with four (4) hours for that month. If an employee has taken more holiday hours in advance than have been earned at the time of separation from service, the City may deduct an equivalent amount of pay for the holiday hours taken in advance from the employee's final paycheck.


- C. The City currently recognizes the holidays listed below. In the event the City agrees to recognize additional holidays during the term of this Agreement and grants these to the AFSCME members, the City agrees to add the corresponding number of holiday hours to the 96 hours currently being received. This Article supersedes that section of the City Personnel Rules entitled "Holidays."

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

For the City:

For the Union:

DocuSigned by:

City of Rocklin
Aly Zimmermann, City Manager

DocuSigned by:

Rocklin Firefighters Local 3847
Chris Wade, Local 3847 President

5/29/2024 | 1:48 PM PDT

5/7/2024 | 8:51 AM PDT

Date

Date