

# Terms, Conditions, and Understandings

Management and Confidential Employees



**Term of January 1, 2024 to December 31, 2027**



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## **TERMS, CONDITIONS AND UNDERSTANDINGS OF COMPENSATION AND EMPLOYMENT FOR MANAGEMENT/CONFIDENTIAL EMPLOYEES**

The City Council of the City of Roseville hereby establishes the following salary, benefits and other provisions related to the employment of the City's Management/Confidential employees during the period of January 1, 2024, through December 31, 2027.

### **SUMMARY OF CONFIDENTIAL DESIGNATION**

The confidential designation of selected positions protects the confidentiality of the City's bargaining process and strategy, both in general contract negotiations and in day-to-day interaction with employee unions and associations. The employees who occupy positions designated as confidential serve as essential support members to the management team and their confidentiality is assured by their exclusion from any organized bargaining unit.

### **DEFINITION**

The term "confidential employee" identifies those employees who are regularly required to assist City managers responsible for developing and implementing City policies within the area of labor relations. A confidential employee is an employee who normally participates or assists in writing and/or preparing policies affecting employees' wages, hours, and working conditions; or an employee who regularly has advance knowledge of decisions which affect labor relations; or who processes information relating to the city's confidential labor relations matters.

### **CRITERIA**

The following factors are used (in their totality) to determine those positions to be designated as confidential:

- A. The duties assigned to these positions include responsibility for providing clerical and/or technical support to managers who regularly participate in labor negotiations as a chief negotiator or team member; processing paperwork relating to labor negotiations, notes, research, management proposals, contract costing, strategies and plans, strike contingency plans, salary surveys, and problems within departments which are addressed during negotiations.
- B. Responsibility for processing paperwork relating to the disposition of union/association grievances, Skelly hearings, letters of reprimand, counseling memos, employee background checks, and other documents including those relating to all other forms of employee discipline.
- C. All non-management employees in the following departments are deemed to be confidential employees:
  - 1. City Attorney
  - 2. City Manager
  - 3. Human Resources
  - 4. Finance – Payroll only
  - 5. Administrative Assistants to all Department Heads

**ARTICLE I. SALARIES**

**A. Labor Market Adjustments**

Effective the first full pay period in January 2024, the base hourly rate for each classification listed below will be increased by the percentage Labor Market Adjustment listed below for the applicable salary schedule.

<b>Classification Title</b>	<b>Salary Schedule B % Change</b>	<b>Salary Schedule A % Change</b>
Accounting Manager	8.57%	8.57%
Accounting Supervisor	7.36%	7.36%
Accounts Payable Supervisor	7.36%	7.36%
Administrative Assistant	2.00%	2.00%
Alternative Transportation Manager	3.51%	3.51%
AMI Project Manager	4.60%	4.60%
Assistant Building Official	4.01%	4.01%
Assistant City Attorney	6.29%	6.29%
Assistant City Clerk	2.00%	2.00%
Assistant City Manager	2.00%	2.00%
Assistant City Manager/Chief Financial Officer	2.00%	2.00%
Assistant Electric Analyst	3.18%	3.18%
Assistant Electric Utility Director	10.00%	10.00%
Assistant Environmental Utilities Director	3.56%	3.56%
Assistant Finance Director	8.57%	8.57%
Assistant Fire Chief	7.37%	7.37%
Assistant Human Resources Director	10.00%	10.00%
Assistant Information Technology Director	5.00%	5.00%
Assistant Police Chief	6.96%	6.96%
Assistant Transportation Planner	2.00%	2.00%
Associate Electric Analyst	3.18%	3.18%
Associate Transportation Planner	2.00%	2.00%
Budget Analyst I	2.00%	2.00%
Budget Analyst II	2.00%	2.00%
Budget Manager	8.57%	8.57%
Building Official	2.49%	2.49%
Chief Information Officer	5.00%	5.00%
City Clerk	10.00%	10.00%
Code Enforcement Supervisor	2.64%	2.64%
Construction Inspection Superintendent	3.90%	3.90%
Cultural Arts Supervisor	3.76%	3.76%
Custodian Supervisor	7.23%	7.23%
Data Management Administrator	3.70%	3.70%

Department Public Information Officer	2.00%	2.00%
Deputy City Attorney I	6.29%	6.29%
Deputy City Attorney II	6.29%	6.29%
Deputy City Manager	10.00%	10.00%
Development Services Administrator	10.00%	10.00%
Development Services Director	10.00%	10.00%
Development Services Manager	10.00%	10.00%
Economic Development Analyst I	2.00%	2.00%
Economic Development Analyst II	2.00%	2.00%
Economic Development Director	10.00%	10.00%
Economic Development Project Manager	2.00%	2.00%
Electric Business Analyst I	3.18%	3.18%
Electric Business Analyst II	3.18%	3.18%
Electric Compliance Analyst I	3.18%	3.18%
Electric Compliance Analyst II	3.18%	3.18%
Electric Customer Programs Supervisor	3.18%	3.18%
Electric Economic and Development Partnership Manager	3.18%	3.18%
Electric Engineering Technician Supervisor	8.63%	8.63%
Electric Operations Manager	10.00%	10.00%
Electric Operations Supervisor	10.00%	10.00%
Electric Resources Planner II	3.18%	3.18%
Electric Resources Planner I	3.18%	3.18%
Electric Risk and Compliance Supervisor	3.18%	3.18%
Electric Safety Coordinator	2.00%	2.00%
Electric Substation Supervisor	10.00%	10.00%
Electric Technology System Administrator	3.18%	3.18%
Electric Utility Chief Operating Officer	10.00%	10.00%
Electric Utility Director	10.00%	10.00%
Electric Utility Financial Administrator	3.18%	3.18%
Electronic Maintenance Coordinator	5.91%	5.91%
EMS Quality Assurance Coordinator	9.51%	9.51%
Energy Services Account Representative I	4.44%	4.44%
Energy Services Account Representative II	4.44%	4.44%
Engineering Manager	3.57%	3.57%
Environmental Coordinator	2.00%	2.00%
Environmental Utilities Business Analyst I	2.00%	2.00%
Environmental Utilities Business Analyst II	2.00%	2.00%
Environmental Utilities Business Manager	10.00%	10.00%
Environmental Utilities Director	3.57%	3.57%
Environmental Utilities Maintenance Superintendent	5.91%	2.00%
Environmental Utility Compliance Administrator	3.84%	3.84%
ERP Program Manager	6.66%	6.66%

Executive Assistant	2.00%	2.00%
Facilities Supervisor	2.00%	2.00%
Finance Manager	8.57%	8.57%
Fire Battalion Chief	7.36%	7.36%
Fire Chief	5.49%	5.49%
Fire Division Chief	7.37%	7.37%
Fleet Services Supervisor	2.13%	2.13%
Government Relations Administrator	2.00%	2.00%
Government Relations Representative I	2.00%	2.00%
Government Relations Representative II	2.00%	2.00%
Housing Manager	10.00%	10.00%
Housing Supervisor	2.01%	2.01%
Human Resources Analyst I	3.65%	3.65%
Human Resources Analyst II	3.65%	3.65%
Human Resources Director	10.00%	10.00%
Human Resources Manager	3.64%	3.64%
Human Resources Technician	2.00%	2.00%
Hydrogeologist	3.57%	3.57%
Information Security Administrator	6.42%	6.42%
Information Technology Client Services Supervisor	2.00%	2.00%
Information Technology Program Manager	6.66%	6.66%
Key Accounts Representative	4.44%	4.44%
Legal Assistant I	2.00%	2.00%
Legal Assistant II	2.00%	2.00%
Management Analyst - City Manager's Office	2.00%	2.00%
Management Analyst I	2.00%	2.00%
Management Analyst II	2.00%	2.00%
Management Assistant I	2.00%	2.00%
Management Assistant II	2.00%	2.00%
Office Assistant I (C)	4.15%	4.15%
Office Assistant II (C)	4.15%	4.15%
Paralegal	2.00%	2.00%
Park Development Project Manager I	2.00%	2.00%
Park Development Project Manager II	2.00%	2.00%
Park Planning and Development Manager	2.01%	2.01%
Parks Recreation and Libraries Director	10.00%	10.00%
Parks Supervisor	7.70%	2.00%
Parks, Recreation & Libraries Manager	2.01%	2.00%
Parks, Recreation & Libraries Superintendent	2.01%	2.01%
Payroll Analyst I	2.00%	2.00%
Payroll Analyst II	2.00%	2.00%
Payroll Supervisor	5.44%	5.44%

Payroll Technician I	2.00%	2.00%
Payroll Technician II	2.00%	2.00%
Permits Supervisor	2.00%	2.00%
Planning Manager	4.01%	4.01%
Police Captain	6.95%	6.95%
Police Chief	8.26%	8.26%
Police Lieutenant	2.50%	2.50%
Police Services Administrator	3.69%	3.69%
Police Social Services Practitioner	10.00%	10.00%
Police Social Services Supervisor	10.00%	10.00%
Power Engineering Manager	5.62%	5.62%
Power Generation Superintendent	2.97%	2.97%
Power Plant Operations and Maintenance Supervisor	2.81%	2.81%
Power Supply and Portfolio Administrator	5.62%	5.62%
Preventative Maintenance Supervisor	5.91%	2.00%
Principal Engineer	3.57%	3.57%
Principal Planner	4.01%	4.01%
Principal Power Engineer	5.62%	5.62%
Principal Power Plant Engineer	5.62%	5.62%
Process Engineer	3.57%	3.57%
Project Supervisor	3.57%	3.57%
Public Affairs and Communication Manager	2.00%	2.00%
Public Works Director	10.00%	10.00%
Public Works Manager	3.57%	3.57%
Purchasing and Warehouse Manager	6.85%	6.85%
Purchasing Supervisor	3.23%	3.23%
Recreation & Library Supervisor	4.94%	2.00%
Refuse and Stormwater Manager	3.57%	3.57%
Refuse Superintendent	3.85%	3.85%
Refuse Supervisor	4.25%	4.25%
Risk Manager	3.64%	3.64%
Safety Coordinator	2.00%	2.00%
Senior Business Systems Analyst	2.00%	2.00%
Senior Database Analyst	2.00%	2.00%
Senior Deputy City Attorney	6.29%	6.29%
Senior Development Services Business Analyst	3.70%	3.70%
Senior Electric Business Analyst	3.18%	3.18%
Senior Electric Technology System Analyst	2.03%	2.03%
Senior Energy Services Account Representative	4.44%	4.44%
Senior Engineer	3.57%	3.57%
Senior Environmental Utilities Business Analyst	2.01%	2.01%
Senior GIS Analyst	3.70%	3.70%

Senior Human Resources Analyst	3.64%	3.64%
Senior Human Resources Technician	2.00%	2.00%
Senior Information Technology Analyst	2.00%	2.00%
Senior Park Development Project Manager	2.00%	2.00%
Senior Payroll Technician	2.00%	2.00%
Senior Planner	4.01%	4.01%
Senior Power Engineer	5.62%	5.62%
Senior Power Plant Engineer	5.62%	5.62%
Senior Utility Billing Analyst	3.23%	3.23%
Street Maintenance Manager	4.18%	4.18%
Street Maintenance Supervisor	2.99%	2.99%
Transit Operations Supervisor	2.00%	2.00%
Urban Forester	7.70%	7.70%
Utility Billing and Field Services Supervisor	7.36%	7.36%
Utility Billing Operations Manager	8.57%	8.57%
Utility Customer Service Supervisor	5.91%	5.91%
Utility Exploration Center Supervisor	3.76%	3.76%
Utility Government Relations Administrator	2.00%	2.00%
Wastewater Collection Superintendent	3.85%	3.85%
Wastewater Collection Supervisor	3.84%	3.84%
Wastewater Treatment Plant Chief Operator	3.84%	3.84%
Wastewater Utility Manager	3.57%	3.57%
Water Conservation Administrator	3.85%	3.85%
Water Distribution Superintendent	3.85%	3.85%
Water Distribution Supervisor	3.84%	3.84%
Water Quality Lab Supervisor	3.84%	3.84%
Water Treatment Plant Chief Operator	3.84%	3.84%
Water Utility Manager	3.57%	3.57%

**B. General Wage Increase**

Effective the first full pay period in January 2025, the City shall provide a two and half percent (2.5%) increase to base wage for all employees designated as Management/Confidential.

**C. Labor Market Adjustments**

Effective the first full pay period in January 2026, salary increases shall be determined for employees classified as management or confidential based on a Total Compensation Study. The effective date of the Total Compensation Study survey data is July 1, 2025.

The Total Compensation Study will use the City market agencies and will be based on the same salary and benefit elements and methodology used in the 2023 Total Compensation Study for each classification, which include:

- Minimum Base Salary
- Maximum Base Salary
- Employee's Portion of PERS Paid by the Employer (%)

- Employee's Portion of PERS Paid by the Employer
- Deferred Compensation
- Longevity Pay (Year 10)
- Maximum Education/Certification Pay
- Education/Certification Pay Notes
- Cafeteria Plan
- Health (Most Expensive Plan)
- Dental
- Vision
- Life Insurance
- Long-Term Disability Insurance
- Retiree Health Savings Account (RHSA)
- Social Security/Medi-Care
- Employee Contributions Towards RHSA
- Employer Portion of Retirement Paid by the Employee

The City will provide a base salary increase for each Management/Confidential classification by the percentage the benchmark falls below the 55<sup>th</sup> percentile of the market total compensation, up to a maximum of 10%, on Salary Schedule A and Salary Schedule B, or the base hourly rate will be increased by two percent (2%), whichever is greater.

D. General Wage Increase

Effective the first full pay period in January 2027, the City shall provide a three percent (3%) increase to base wage for all employees designated as Management/Confidential.

E. Salary Schedule B

Salary Schedule B was created January 9, 2016 for classifications in the unrepresented management and confidential units where the total compensation was 5% or more above the median total compensation for benchmarked classifications in the surveyed jurisdictions. All other classification's top step in the new Salary Schedule B remained the same as Salary Schedule A.

Annual Merit Step Increases

1. All employees on Salary Schedule A in January 2016 will remain on Salary Schedule A for all listed classifications in the unrepresented management and confidential units. All such employees will continue on this salary schedule when promoted or transferred to other classifications.
2. Employees hired onto Salary Schedule B will continue on this salary schedule when promoted or transferred to other classifications. For purposes of this provision, any employee who was initially hired onto Salary Schedule A that had a break in City service and was rehired after implementation of Salary Schedule B in January 2016 will be placed on Salary Schedule B.

F. Salary Schedule B Salary Ranges: 10 steps

The Schedule B salary ranges are 10 steps, with 3 percent between salary steps, except for the difference between salary step A to B.

- G. This section supersedes Personnel Rule 3.11.030 C (1) only where salary Step A is paid upon initial employment, the employee shall become eligible for advancement to Step B upon their anniversary date, based on demonstrated satisfactory job progress and normal increased productivity. No salary

step advancement shall be granted unless recommended by the department head and approved by the City Manager.

- H. Bilingual Pay - employees certified by the Human Resources Department as Spanish speaking will be paid \$100.00 per month (\$46.15 bi-weekly). At the discretion of the Department Head and upon certification by the Human Resources Department, employees may be compensated \$100.00 per month for other languages used during the course of employment. However, \$100 per month bilingual pay is the maximum amount an employee may receive no matter how many languages he/she is certified to speak.
- I. A five percent (5%) differential will continue to be paid to management employees in engineering classifications (except Wastewater Utility Manager and Water Utility Manager who had their PE pay converted to salary in 2000) who possess a California Professional Engineer Certificate (PE) but whose position does not require such possession.
- J. Fire Battalion Chiefs will earn time and one-half overtime when covering a shift assignment.
- K. The Assistant Fire Chief, Fire Division Chiefs and Fire Battalion Chiefs (8 hour shift only) when acting in the capacity of the Battalion Chief (24 hour), will be paid at the Battalion Chief (24 hour) time and one-half rate.
- L. The Assistant Fire Chief, Fire Division Chiefs and Battalion Chiefs will receive the following certification pay:
  - a. Five percent (5%) of base pay bi-weekly for HazMat Technician or Specialist certification. HazMat certification must be maintained by attending the necessary trainings and proving competency through annual testing.
  - b. Two and half percent (2.5%) of base pay bi-weekly for possessing the requisite certificates for departmental rescue certification (possessing RS1, RS2, Confined Space Rescue, and Trench rescue certification). Rescue certification must be maintained by attending the necessary trainings and proving competency through annual testing.
- M. Police Lieutenants required to spend time as a peace officer or watch commander will be compensated at time-and-one-half rate for time spent in excess of their normal shift. The overtime rate is for SWAT, mandatory shift scheduling and additional watch commander shifts based on operational need where the employee is not serving in his/her regular management role.
- N. Assistant Fire Chief, Fire Division Chiefs and Battalion Chiefs working approved strike team/overhead assignments (i.e., Strike Team Leader, Line EMT, Overhead or other recognized positions) shall receive a five percent (5%) differential for any reimbursable incident. The differential shall apply from the time of deployment to the employee's return from the deployment (i.e., portal to portal).

Deployments through the Nevada-Yuba-Placer (NEU) Assistance by Hire Agreement, FEMA, and other entities in which the 5% differential is not reimbursed as part of the employee's pay are not subject to the 5% incentive.
- O. Upon approval of the City Manager, exempt fire management employees are eligible to work in state or federal service and are eligible for pay in excess of their regular salary as follows:
  - a. When assigned to state or federal service on a non-work day, the exempt employee shall receive one and a half (1 ½) times their regular rate of pay.
  - b. When assigned to work for another exempt employee who is working in state or federal service on a regularly scheduled workday, the exempt employee shall receive one and one-half times (1 ½) the regular rate of pay.

P. Reopener Provision:

The City may reopen the terms and conditions if any of the following occurs:

1. General Fund revenue declines, or is projected to decline, by two percent (2%) or more in one year or one percent (1%) per year over two (2) years. The contract can be reopened only after: (a) closing out the previous fiscal year, (b) receiving County property tax projections for the current fiscal year, and (c) the Finance Department revising revenue projections for the current fiscal year based on (a) and (b).
2. General Fund expenses increase by two percent (2%) or more, with no offsetting increase in revenue, based on unfunded mandates of the State of California or an agency of the State.
3. The Roseville electorate, by local ballot initiative, approves a limitation to the salaries of Roseville management employees.

The City shall identify Management/Confidential's proportionate share of any revenue shortfall.

In the event other revenues increase and exceed the amount of any lost revenue, the City will not exercise the reopener clause; however, any future increase in revenues must clearly offset general fund expenditures.

Q. Compensatory Time. Compensatory time shall be governed as follows:

1. Regular and probationary employees may, with the prior approval of their supervisor, accrue compensatory time in lieu of overtime pay. The accrual rate for compensatory time shall be one and one-half (1-1/2) hours for each hour of compensatory time worked.
2. 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.
3. Upon separation the employee will be paid at the employee's current hourly rate or average of last three (3) years whichever is higher for the remaining compensatory balance.
4. Maximum accumulation of compensatory time shall be one hundred (100) hours.

Employees with CTO balances above the maximum cap on January 1, 2022, shall be allowed to maintain said balances but shall not be allowed to accrue additional CTO hours until their balance drops below the cap.

5. The employee's immediate supervisor shall determine whether an employee shall accrue compensatory time or paid overtime. However, the supervisor shall not deny the request for compensatory time for arbitrary or capricious reasons.

R. Canine Support Handler.

The Police Department lead support canine handler will receive a stipend of \$500 per pay period while caring for the canine for the entire pay period. For any pay period where the lead support canine handler cares for the canine for less than the full pay period, the lead support canine handler will receive a \$35 stipend for each day caring for the canine for the majority of off-work hours. While not caring for the canine due to being off on vacation, leave, or otherwise not available during the pay period, the lead handler shall not receive handler compensation.

The Police Department secondary support canine handler will receive \$35 per day for each day that the secondary support canine handler cares for the canine for the majority of the off-work hours. Both

the lead and secondary handler shall not receive the stipend for the same day in the pay period. For days where the lead and secondary handler both care for the canine, the handler who possesses the canine for the majority of off-work hours shall receive the \$35 stipend.

The continuation of the Support Canine Program and support canine handler assignment is subject to the City Manager's sole discretion. This assignment may be terminated at any time, at the sole discretion of the Police Chief or the City Manager. The termination of the program and the canine support handler assignment is not subject to grievance or appeal.

The support canine handlers will be selected from volunteers by the Police Chief. The selection of the lead and secondary canine handlers is at the sole discretion of the Police Chief and is not subject to grievance or appeal.

- S. A five percent (5%) differential will be paid to management employees in Park Development Project Manager classifications who possess a Landscape Architect License but whose position does not require this license.

## **ARTICLE II. SALARY UPON PROMOTION**

Any regular employee who is promoted to a position in a class with a higher salary range shall be placed in the step in the new salary range which represents at least a ten percent (10%) increase over the employee's current step. In the event that the new range does not have a step that is at least ten percent (10%) higher than the employee's current range, the employee shall be assigned to the highest step in the range. A promoted employee is assigned a new salary anniversary date effective on the date of the promotion.

## **ARTICLE III. DEFERRED COMPENSATION**

The City shall maintain a program of deferred compensation for eligible employees. It is understood that the City is solely responsible for selection of the Deferred Compensation plan and plan administrator(s).

Effective the first full pay period in January of 2016, the City agrees to contribute one percent (1%) of the base salary into the city sponsored 457 deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

Effective the first full pay period in January of 2017, the City agrees to contribute an additional one percent (1%) for a total of two percent (2%) of the base wages into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

Effective the first full pay period in January 2018, the City agrees to contribute an additional one percent (1%) for a total of three percent (3%) of the base wages into the city sponsored deferred compensation plan for employees who have completed five (5) continuous years of regular employment with the City of Roseville.

## **ARTICLE IV. WORKING OUT OF CLASS**

Pursuant to Roseville Municipal Code Section 3.07.080, no employee shall be required to perform duties which are not closely related both in kind of work and in level of responsibility to duties formerly assigned to positions in the class, except on a short-term, temporary or emergency basis. However, if a supervisor assigns an employee to work out of class for four (4) hours or more, or one-half (1/2) shift or more, the employee shall be paid out of class pay equal to ten percent (10%) or top step of the higher class where there is not ten percent (10%) differential between the two classes.

### Temporary Acting Pay

An employee temporarily assigned in writing to an acting position in a classification with a higher salary range shall be compensated for the duration of the acting assignment by the payment of ten percent (10%) of the regular salary the employee received prior to the acting assignment, or the salary provided for in Step A of the higher classification, whichever is greater, but not to exceed top step of the higher classification for all time worked and any leave time paid. The higher classified position must be temporarily vacant due to a long-term absence of the incumbent or pending the filling of a vacant position. The temporary acting pay assignment shall be for a minimum of two full-time pay periods and limited to one year. Authorization for a temporary acting assignment must be given by the employee's supervisor and requires advance approval of the Department Head, Human Resources Director and City Manager.

This section does not apply to regular employees whose positions are designated to act in the absence of the department, division or section head.

## **ARTICLE V. PUBLIC EMPLOYEES RETIREMENT SYSTEM**

A. The City provides and maintain membership in the California Public Employees' Retirement System (CalPERS) for the benefit of eligible employees based on the following CalPERS definitions and contract provisions:

1. New Member means:
  - i. A unit member who becomes a member of a public retirement system for the first time on or after January 1, 2013 and who was not a member of any other public retirement system prior to that date;
  - ii. A unit member who becomes a member of a public retirement system for the first time on or after January 1, 2013 and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under Gov. Code §7522.02(c) and related CalPERS reciprocity requirements; or
  - iii. A unit member who was an active member in a public retirement system with another employer and who, after a break in service of more than six (6) months, returns to active membership in CalPERS with the City.
2. Classic Member means: a unit member who entered into membership with a qualifying public retirement system on or before December 31, 2012 who does not meet the definition of "New Member" under Government Code §7522.04(f) and related CalPERS membership requirements. Status as a classic member shall be determined by CalPERS.

B. Retirement Benefits:

### Safety Members

1. Retirement Plan for Employees Hired On or Before December 31, 2012, and Classic Members as Defined by CalPERS:

Employees hired on or before December 31, 2012 shall receive the 3% at 50 retirement benefit. For purposes of determining a retirement benefit, final compensation for employees covered by Section B.1. shall mean the single highest year of compensation earnable.

Each employee covered by Section B.1. shall pay through payroll deduction, 100% of the required employees contribution, which is nine percent (9%). As permitted by CalPERS, the City agrees to report the amount paid by the employee as part of the employer's contribution and to report the same amount as EPMC and compensation earnable.

2. Retirement Plan for Employees Hired On or After January 1, 2013, Who Are Not Classic Members.

Employees hired on or after January 1, 2013 who are new members, as defined by CalPERS, shall receive the 2.7% at 57 benefit.

For purposes of determining a retirement benefit, final compensation for unit members covered by Section B.2. shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

As required by Government Code §7522.30, unit members covered by Section B.2. shall pay, through payroll deduction, fifty percent (50%) of the total normal cost of their retirement plan as determined annually by CalPERS.

3. In addition to the benefits listed above, the City contracts for the following optional benefits for employees covered by Section B(1) and B(2):

- Government Code Section 21624/21626 (Post-Retirement Survivor Allowance)
- Government Code Section 21548 (Optional Settlement<sup>2</sup>W Death Benefit)
- Government Code Section 20965 (Conversion of unused sick leave balance to service credit)
- Two-percent (2%) Retirement COLA
- Government Code Section §21573 (Third Level of 1959 Survivor Benefit)
- Government Code Section 21573 (1959 Survivor Benefit Level 4) for Public Safety - Police

4. Employee contributions shall be made in accordance with Section 414(h)(2) of the Internal Revenue Code wherein payment to CalPERS is made pretax, to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

Miscellaneous Members

5. This Section B, including subsections, shall apply to employees hired on or before December 31, 2012. In addition, this Section B shall apply to employees hired on or after January 1, 2013, who are qualified for pension reciprocity as stated in Government Code Section 7522.02(c) and related CalPERS reciprocity requirements (Classic Member):

The "2.7% @ 55" retirement program will be available to employees covered by Section B(5).

For the purposes of determining a retirement benefit, final compensation for employees covered by Section B(5) shall mean the highest twelve (12) consecutive month period as specified in Government Code Section 20042.

Employees covered by Section B(5) shall continue to pay, through payroll deduction, 8.0% of compensation earnable contribution to CalPERS. 6.197% shall be contributed toward the City's pension costs, and 1.803% shall be contributed toward the employees' pension contribution. The City shall pay 6.197% of compensation earnable as EPMC (Employer Paid Member Contribution) and shall report the same percent (value) of compensation earnable as special compensation pursuant to Government Code Section 20636(c) (4).

6. This Section B, including subsections, shall apply to employees who were hired on or after January 1, 2013, and who do not qualify for pension reciprocity as stated in Government Code Section 7522.02(c) (PEPRA Members).

The "2% @ 62" retirement program will be available to employees covered by Section B(6).

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for employees covered by Section B(6) shall mean the highest annual average pensionable compensation earned during thirty-six (36) consecutive months of service.

As required by Government Code Section 7522.04(g), effective January 1, 2013, employees covered by Section B(6) shall pay, through payroll deduction, fifty percent (50%) of normal costs as determined by CalPERS.

7. Unit members covered by Section B(5) and B(6) continue to be eligible for the following options included in the City's contract with CalPERS:
  - Government Code Section 20965 (Conversion of unused sick leave balance to service credit)
  - Government Code Section 21573 (1959 Survivor Benefit Level 3)
  - Government Code Section 21548 (Pre-Retirement Option 2W Death Benefit)
  - Government Code Section 21329 (Two percent (2%) Retirement COLA)
8. Employee contributions shall be made in accordance with Section 414(h)(2) of the Internal Revenue Code wherein payment to CalPERS is made pretax, to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

#### **ARTICLE VI. HEALTH AND WELFARE PROGRAM**

##### **A. Eligibility**

Any regular employee working fifty percent (50%) or more of a full-time schedule shall be eligible to enroll in any health and welfare benefit provided by this Article. Regular part-time employees who are hired into a position funded as regular part-time after January 1, 2004, or current employees who laterally transfer or promote into a regular part-time allocated position will receive a pro-rated amount toward their health and welfare contribution based on actual hours worked. The contribution amount will be based on the percentage of full-time the employee works. For example, employees working twenty (20) hours per week will receive fifty percent (50%) of the full-time contribution; employees working thirty (30) hours per week will receive seventy-five percent (75%) of the full-time contribution, etc.

##### **B. Medical Insurance Benefits**

The City agrees to contract with the California Public Employees' Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. Effective the first of the month following City Council approval of this resolution or as soon as administratively possible, the City's maximum monthly contribution for each eligible active employee shall be equal to the minimum employer contribution required under the Public Employees' Medical and Hospital Care Act (PEMHCA).

##### **C. Cafeteria Plan**

1. The City agrees to maintain 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. Benefits available through the Cafeteria Plan include medical insurance, dental insurance, vision insurance and long term disability (LTD).
2. The City provides a Cafeteria Plan Allowance to all employees eligible to participate in City sponsored health and welfare benefits under Section A of this Article of up to \$ 1,347 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the agreement.

3. Effective the first full pay period following Council Approval, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1 or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$513/month	\$918/month

4. Effective January 1, 2025, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$638/month	\$1,068/month

5. Effective January 1, 2026, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$688/month	\$1,143/month

6. Effective January 1, 2027, the City agrees to provide a flex plan credit based on medical plan tier election (EE only, EE+1, or Family) to be used by active employees for any benefit covered under the Cafeteria Plan, as follows:

Active Employee Medical Election Tier	Employee Only (EE Only)	Employee Plus One Dependent (EE+1)	Employee Plus Family (Family)
Flex Plan Credit	\$200/month	\$738/month	\$1,218/month

7. Employees who elect not to participate in any of the medical, dental, vision and LTD insurance benefits sponsored by the City and who provide proof of other medical coverage will not receive any Cafeteria Plan Allowance under Section C(2) or Flex Plan Credit under Section C(3) of this Article. Instead, employees who opt out of these City sponsored benefits will receive \$150 per month that will be treated as taxable income.
8. Any Cafeteria Plan Allowance provided for under Section C(2) of this Article can only be used by an employee to offset the cost of participation in City sponsored medical, dental, vision and LTD, insurance benefits for the employee and any eligible dependents.
- D. The City agrees to continue its existing Section 125 plan. The City reserves the right to select the provider or self-administer this program and to set limits for medical reimbursement accounts.
- E. The City agrees to provide a dental benefit. The City agrees to provide a dental benefit to include two (2) preventative cleanings per year. Other details of the City's dental benefit are described in the evidence of coverage document. The City reserves the right to select any dental carrier. Open enrollment will be as described in the evidence of coverage document.
- F. From time to time, the City will change benefit providers due to administrative, service, economic or other reasons. Due to carrier policies and procedures and Department of Insurance requirements, there can be no guarantee that one policy will exactly mirror the preceding one. The City desires to provide a consistent benefit, and insofar as is possible, benefits and language will be matched.

- G. Management and Confidential employees may utilize the Employee Assistance Program. Each employee and each dependent is eligible for a maximum of six (6) City paid counseling sessions.
- H. The City agrees to continue its existing vision program and reserves the right to select an insurance provider or choose to self-insure this benefit.

**ARTICLE VII. RETIREE HEALTH BENEFITS**

- A. **Medical Insurance Benefits**  
The City agrees to contract with the California Public Employees’ Retirement System (CalPERS) for the purpose of providing employees and their eligible dependents with medical insurance benefits. The City’s maximum monthly medical contribution for each eligible retiree shall be equal to the minimum employer contribution required for active employees under the Public Employees’ Medical and Hospital Care Act (PEMHCA).

The parties’ agreement to move from the CalPERS equal contribution method to the PEMHCA minimum employer contribution method does not modify retiree health benefits for employees in Tiers I and II pursuant to Article VI B and C below. Employees who are currently in Tier 1 who promote into a management position covered, herein, shall maintain Tier 1 benefits until retirement or a break in service. Employees who leave City employment and return to City employment shall not be covered by Tier 1 or Tier 2 retiree health benefits.

- B. **For Employees Hired Prior to January 1, 2004 (Tier 1)**  
Employees hired prior to January 1, 2004 that qualify for post-retirement health benefits shall qualify for such benefits based on rules in effect prior to January 1, 2004, i.e. an employee that retires from the City of Roseville and is eligible for CalPERS service retirement shall receive a City contribution towards their post-retirement City-designated medical insurance benefit at the same level as full-time regular employees covered by this agreement.
- C. **For Employees Hired on or after January 1, 2004 and Prior to January 1, 2014 (Tier 2)**  
For employees hired on or after January 1, 2004 and prior to January 1, 2014, to be eligible to receive post-retirement health benefits, an employee must complete at least five (5) years of CalPERS-credited service with the City of Roseville. Employees who retire from the City of Roseville after meeting the service requirement stated above and who have at least ten (10) years of CalPERS-credited service will receive a City contribution towards their post-retirement City-designated health benefits as follows:

Total Credited Years of Service	% of City Contribution
10	50 %
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 +	100

Employees who have PERS-credited service through other public agencies must complete at least five (5) years of service with the City of Roseville and retire from the City of Roseville to be eligible for post-retirement health benefits. However, once an employee has completed five (5)

years of service with the City of Roseville, their eligibility for post-retirement City-designated health benefits will include all years of PERS-credited service.

The vesting requirements for post-retirement health benefits will become effective January 1, 2004. Employees hired on or after January 1, 2004 shall be subject to the above post-retirement vesting schedule for health benefits.

- D. For Employees Hired on or After January 1, 2014 (Tier 3)
1. Employees hired on or after January 1, 2014 shall have no vested right in any post-employment medical benefits provided by the City of Roseville. Instead, upon hire, those employees shall contribute one percent (1%) of their base salary each pay period to a City sponsored Retirement Health Savings (RHS) account and shall contribute an additional one percent (1%) per pay period per year annually, up to a maximum of five percent (5%) per pay period annually thereafter, to be used to fund the employee's medical costs upon retirement from the City.
  2. After five (5) years of continuous service with the City of Roseville, and beginning on the first pay period of the sixth year of service, the City shall contribute a flat dollar amount equal to \$100 per month to be deposited to the employee's RHS account up until the employee's retirement date or separation from the City. After retirement or separation from service with the City, employees may draw from the City contribution to this account, for all covered medical expenses pursuant to Section 213 of the IRS Code including participation in non-City sponsored plans.

#### **ARTICLE VIII. LONG TERM DISABILITY PLAN**

- A. The City agrees to maintain a long term disability (LTD) program consisting of a sixty (60) calendar day qualifying period; whereupon an eligible employee shall be entitled to receive sixty percent (60%) of his/her gross monthly salary in accordance with the LTD Plan. Other details of the City's LTD plan are described in the plan booklet.
- B. After five (5) years as a regular employee, the City agrees to pay one hundred percent (100%) of the premium for the LTD plan.
- C. A program of voluntary group Supplemental LTD is available to those employees assigned to the classifications in Management Appendix "A", CCAP Appendix "A", and Confidential Appendix "A". The City reserves the right to select the insurance provider. The employee accepts sole responsibility for payment of any and all costs under this program. All premiums will be collected via payroll deduction.

#### **ARTICLE IX. LIFE INSURANCE**

The City agrees to continue to provide a City paid life insurance program for eligible employees as covered in the plan document. The City reserves the right to select the life insurance benefit provider. The program will provide a policy equivalent to twice the annual salary in effect as of July 1 of each year.

#### **ARTICLE X. SERVICE TERM/PERFORMANCE BONUS**

- A. SERVICE TERM BONUS
- In recognition of the substantial contribution to the community made by employees as a result of the length of their City service, the City shall annually award, not compounded, each applicable employee a service term bonus as indicated below.

1. The City agrees to provide Confidential employees the following service term bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of the 10th year and every year thereafter	2.5% of base salary

2. The City agrees to continue to provide Assistant Fire Chief, Fire Division Chief and Fire Battalion Chief the following service term bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to completion of 19th year	5.0% of base salary
Beginning of 20th year and every year thereafter	7.5% of base salary

3. The City agrees to provide Police Lieutenants and Captains the following service term bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to completion of 19th year and every year thereafter	5.0% of base salary

Such service term bonus shall be included in each eligible employee's bi-weekly payroll.

- B. Employees hired on or after January 1, 2016, who receive a satisfactory or above annual performance review shall be eligible for an annual lump sum performance bonus, not compounded, as follows:

1. The City agrees to provide Confidential employees the following service term bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of the 10th year to completion of the 14th year	2.5% of base salary
Beginning of the 15th year and every year thereafter	5.0% of base salary

2. The City agrees to continue to provide Assistant Fire Chief, Fire Division Chief and Fire Battalion Chief the following service term bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of 10th year to completion of 14th year	2.5% of base salary

Beginning of 15th year to completion of 19th year	5.0% of base salary
Beginning of 20th year and every year thereafter	7.5% of base salary

3. The City agrees to provide Police Lieutenants and Police Captains the following service term bonus:

SERVICE TERM	BONUS AMOUNT
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to completion of 19th year and every year thereafter	5.0% of base salary

The annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in the previous November of each year.

C. Effective January 1, 2024, Confidential employees, hired prior to January 1, 2016, who receive a satisfactory or above annual performance review shall be eligible for an annual lump sum performance bonus as follows:

SERVICE TERM	BONUS AMOUNT
Beginning of 15th year and every year thereafter	2.5% of base salary

The annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in the previous November of each year.

D. Effective January 1, 2024, Management employees, not including those specified in provision A. 2., A.3., B.2., and B.3. above, who receive a satisfactory or above annual performance review shall be eligible for an annual lump sum performance bonus as follows:

SERVICE TERM	BONUS AMOUNT
Beginning of 10th year to completion of 14th year	2.5% of base salary
Beginning of 15th year to And every year thereafter	5.0% of base salary

For up to a total of 5%, the annual lump sum performance bonus shall be paid with the first full pay check in January each year based upon the base salary paid during the first full pay period in the previous November of each year.

**ARTICLE XI. HOLIDAYS**

- A. The following holidays shall be observed by the City with respect to all employees. City offices shall be closed on these days except as otherwise provided herein.
  - 1. January 1 (New Year's Day).
  - 2. The third Monday in January (Martin Luther King's Birthday).
  - 3. The third Monday in February (Washington's Birthday).
  - 4. The last Monday in May (Memorial Day).
  - 5. July 4 (Independence Day).
  - 6. The first Monday in September (Labor Day).
  - 7. November 11 (Veteran's Day).
  - 8. The day in November appointed by the President of the United States as Thanksgiving Day.
  - 9. The day immediately following Thanksgiving Day.
  - 10. December 25 (Christmas).
  - 11. Sixteen (16) hours (floating Holiday) to be taken any time during the calendar year by employees who have completed at least six (6) months prior service (pro-rated for modified schedule employee). The employee and the employee's supervisor shall jointly determine a convenient date. Upon separation from service, if an employee has taken more holidays in advance than have been earned during the fiscal year, the City shall deduct an equivalent amount of pay for the holidays taken in advance from the employee's final paycheck, or such amount shall otherwise be owed to the City by the employee.

- B. If January 1, July 4, November 11, or December 25 falls on a Saturday, the preceding Friday shall be a holiday; if any such day falls on a Sunday, then the following Monday shall be a holiday.

If a holiday occurs on the employee's first normal day off, the employee shall bank the hours for use on or before December 31<sup>st</sup>.

- C. Battalion Chiefs ( 24 hour) will be issued one hundred and sixty-eight (168) hours of holiday time annually. In lieu of holiday time off, Battalion Chiefs may elect to receive straight salary for up to seven (7) shifts of earned and unused holiday credit prior to the end of each January. All holiday time to be converted to pay shall be in full shift increments.
- D. Refer to Section 3.12.140 of the Personnel Rules, for provisions not in conflict with the provisions above.

**ARTICLE XII. VACATION LEAVE**

- A. Vacation provisions shall be governed pursuant to Roseville Municipal Code Section 3.12.060 with the exceptions noted in Subsection B.
- B. Except as noted below, each full-time management and confidential employee (excluding classified Fire Department public safety employees) shall accrue vacation leave with pay as follows:

<b>Service Category</b>	<b>Biweekly Accrual</b>	<b>Days/Year Equivalent</b>	<b>Max. Hrs. Accrual</b>
New employee to completion of 4th year	3.692 hr.	12 days	240
Start of 5th year to completion of 9th year	4.307 hr.	14 days	280
Start of 10 <sup>th</sup> year to completion of 14th year	4.923 hr.	16 days	320
Start of 15 <sup>th</sup> year to completion of 19 <sup>th</sup> year	5.538 hr.	18 days	360
Start of 20 <sup>th</sup> year and succeeding years	6.153 hr.	20 days	400

Except as noted below, each full-time classified public safety Fire Department employee shall accrue vacation leave with pay as follows:

Service Category	Bi-weekly Accrual	Days/Year Equivalent	Maximum Hours
New employee to completion of 4th year	3.693 hr	12 days (96 hours)	240
Start of 5th yr to completion of 9th year	4.615 hr	15 days (120 hours)	280
Start of 10th yr to completion of 14th yr	5.231 hr	17 days (135 hours)	320
Start of 15th yr to completion of 19th yr	5.846 hr	19 days (152 hours)	360
Start of 20th yr and succeeding years	6.462 hr	21 days (168 hours)	400

NOTE: For those employees hired by the Fire Department before January 1, 2024, and who were receiving the accrual schedule above, although not public safety and/or classified, will continue to receive the accrual schedule above. For employees hired on or after January 1, 2024, into the Fire Department, who are unclassified or not public safety, the accrual table applicable to full-time management and confidential employees shall apply.

Each full-time management employee in the Fire Department working a twenty-four (24) hour shift shall accrue vacation leave with pay as follows:

Service Category	Bi-weekly Accrual	Days/Year Equivalent	Maximum Hours
New employee to completion of 4 <sup>th</sup> year	5.538 hr	6 shifts (144 hours)	288
Start of 5 <sup>th</sup> yr to completion of 9 <sup>th</sup> year	7.385 hr	8 shifts (192 hours)	384
Start of 10 <sup>th</sup> yr to completion of 14 <sup>th</sup> yr	8.308 hr	9 shifts (216 hours)	432
Start of 15 <sup>th</sup> yr to completion of 19 <sup>th</sup> yr	9.231 hr	10 shifts (240 hours)	480
Start of 20 <sup>th</sup> yr and succeeding years	10.154 hr	11 shifts (264 hours)	528

- C. All employees in the unit who are on probation may use vacation leave with prior approval from their supervisor.

**ARTICLE XIII. MANAGEMENT LEAVE PLAN**

Each calendar year management employees will be eligible to receive up to one hundred (100) hours of management leave. The actual number of hours allocated to each employee will be determined based on:

- A. The employee's accomplishments, efforts and performance as determined by the department head and the City Manager. The City Manager has the discretion to determine the number of management leave hours for new hires and promotions into Management.
- B. By December 1st (for the subsequent year) each department will submit to the Human Resources Director their recommendation (and any supporting justification) for the amount of management leave to be allocated to each employee. The City Manager will have final approval of all management leave allocations.

Employees will be issued hours on January 1<sup>st</sup> each year and will not be allowed to carry unused hours beyond the end of the current calendar year. Employees may receive a lump sum payoff of up to fifty (50) hours. Department Heads may receive a lump sum payoff off of up to 100 hours. Employees may make an early payoff request any time after July 1 of each year. Employee may not be compensated for more hours than earned (based on an annual pro-ration) at the time of the payoff request. If an employee does not make an early request then the payoff of up to fifty (50) hours will be made on the pay period that includes December 31<sup>st</sup>.

A department head may recommend a revised allocation if an employee's work schedule or job duties change during the year. Any payoff of management leave will be based on the revised allocation. Upon separation from City service, an employee's allocation shall be deemed revised, prorated to correspond to the portion of the calendar year prior to separation, and net payoff of management leave shall be adjusted accordingly. If an employee has taken more Management Leave than has been earned at the time of separation from service, the City may deduct an equivalent amount of compensation for the management leave hours taken in advance from the employee's final check.

#### **ARTICLE XIV. PERSONAL LEAVE TIME**

Each full-time employee in the confidential unit shall be provided a bank of forty-five (45) hours of Personal Leave Time (PLT) on the first pay period of each calendar year. Part-time employees shall receive a pro-rated bank.

Use of PLT time shall be subject to the following:

- A. PLT may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank.
- B. Use of PLT shall be subject to the operating needs of the City. The City may deny an employee time off on PLT if such release time will adversely impact the operating or staffing needs of a City department.
- C. PLT shall have cash value and may be cashed out by the employee on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Employees may cash out unused PLT in any regular pay period pursuant to procedures established by the City Human Resources Department.
- D. Any PLT time remaining in an employee's PLT bank on the last pay period of the calendar year shall not roll over into the next calendar year. Such PLT time shall be cashed out by the City on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay.
- E. Employees who terminate employment with the City or leave the management or confidential unit shall be cashed out at the rate of 0.86539 hours per week up to the balance of the employee's PLT bank. If an employee terminates and has taken more PLT in advance than 0.86539 hours per week, the City shall deduct an equivalent amount of pay for the excess PLT. Any time cashed out will be paid on an hour-for-hour basis at the employee's regular straight-time hourly rate of pay. Part-time employees will receive a pro-rated cash out of their PLT bank.
- F. Any employee hired after the first of the year shall be granted a prorated amount at 0.86539 hours per week for the remainder of the calendar year. For example, if an employee is hired on July 1, the employee shall be granted twenty two and a half (22.5) hours of PLT.

**ARTICLE XV. HOLIDAY PAYOFF FOR PUBLIC SAFETY MANAGERS**

- A. Police Lieutenants assigned to patrol will be issued one hundred and ten (110) holiday hours annually.
- B. At any time after July 1st, police managers may submit a request for a one-time lump sum of up to forty (40) hours of holiday pay prior to taking time off at straight salary.

**ARTICLE XVI. SICK LEAVE INCENTIVE PROGRAM**

- A. Refer to Section 3.12.070 of the Personnel Rules, section A-I.
- B. Payment for Unused Sick Leave Upon Retirement

The payment of unused sick leave is authorized by the City as a means of rewarding employees who have made conscientious efforts to maximize their attendance on the job.

- 1. Upon retirement, permanent employees shall be entitled to the payment for accrued sick leave as follows:

<b>Non-24 Hour Shift Number of Sick</b>			<b>24 Hour Shift Number of Sick</b>			<b>Percent of Compensation Given</b>
<b>Leave Hours Accumulated</b>			<b>Leave Hours Accumulated</b>			
Max			Max			
1200	To	1600	1800	to	2400	70%
956	To	1199.99	1434	to	1799.99	60%
764	To	955.99	1146	to	1433.99	50%
572	To	763.99	858	to	1145.99	40%
380	To	571.99	570	to	857.99	30%
188	To	379.99	282	to	569.99	20%
0	To	187.99	0	to	281.99	0%

OR

- 2. Upon retirement, for employees hired or promoted to a management position prior to January 1, 2016 with a minimum of one hundred and fifty (150) days (1200 hours) of sick leave may “run out” their balance up to a maximum of six (6) months. During this “run out” period, the employee will remain on City payroll and will receive all health and welfare contributions as if they were actually working. Employee will not earn any additional vacation, sick, holiday, administrative or any other form of leave, nor will they receive salary or step increases. Employee will not receive auto allowance, performance pay or City paid deferred compensation contributions while on “run down.” Finally, employee will not receive any long term disability or life insurance benefits while running down their sick leave.

- C. Any remaining sick leave balances after choice of either “B.1.” or “B.2.” can be converted to CalPERS service credit.

- D. In the event of a job-related death, the beneficiary of the employee, as shown on the records of the Public Employees' Retirement System, shall be paid for those sick leave and vacation days for which the employee would have been paid had employment terminated on the date of death.
- E. In the event of a non-job-related death of firefighting personnel, the beneficiary of the employee as described above shall be paid for 100 percent of the employee's unused sick leave at the time of his or her death up to the maximum sick leave amount listed in the tables above for accumulated sick leave.

#### **ARTICLE XVII. CATASTROPHIC LEAVE**

Pursuant to City Personnel Rules Section 3.12.065, pertaining to Catastrophic Leave.

#### **ARTICLE XVIII. ADDITIONAL APPLICATION**

In addition to the specific application of the above terms, conditions and understanding of compensation of employment, the provisions of Articles V, VI, VII, VIII, IX, X, XI, XII, XVI, XVII, XVIII, XX, XXI, XXII, XXIII, and XXIV shall apply to the City Manager and the City Attorney.

#### **ARTICLE XIX. UNIFORM ALLOWANCE**

- A. Police management will be provided uniforms in accordance with department procedures. Police Lieutenants who are assigned to investigations for a period of one year or more who have not served in that assignment for at least two (2) years are eligible to receive a one-time clothing reimbursement of \$400 to offset increased clothing costs associated with the assignment. Such clothing will be cleaned at the City's expense.
- B. The City will continue to provide uniforms, clean and replace uniforms for fire management personnel.
- C. The City will report to CalPERS for Classic members (not PEPR) the monetary value of the City's cost of providing, replacing and maintaining employee uniforms, as special compensation up to \$1,550 annually. This excludes the monetary value for personal health and safety equipment. This is capturing and inclusive of prior City reported special compensation, related to uniform allowance, to CalPERS for Classic members, effective January 1, 2013, or earlier, on the belief and understanding that CalPERS regulations didn't require specified amounts delineated in MOUs and publicly approved prior to this date, but possibly back to 1994 in accordance with CalPERS.

#### **ARTICLE XX. EDUCATIONAL REIMBURSEMENT**

Employees may be reimbursed for the tuition and fees connected with approved job related educational courses recognized by the U.S. Secretary of Education not to exceed the California State University full-time tuition rate per year. The cost of books is not covered in this agreement. The employee will submit the request for reimbursement to the Human Resources Department.

The request must be made before the class has been completed. The Human Resources Department will make the final decision to accept or reject the request. No payment will be made until the final proof of passing grade is submitted to Human Resources. The City has established an annual educational reimbursement fund of \$6,000 to be administered by the Human Resources Department. Once the fund balance is depleted, no further reimbursements will be approved.

**ARTICLE XXI. ALCOHOL AND DRUG ABUSE POLICY**

The Alcohol and Drug Abuse Policy will continue to be enforced. All employees will be required to immediately notify the City in writing of any criminal drug or alcohol related conviction.

**ARTICLE XXII. DEPARTMENT HEAD CONTRACTS AND SEPARATION INCENTIVE PLAN AND ADMINISTRATIVE SETTLEMENTS**

- A. The City agrees to grant the City Manager the authority to enter into employment contracts with department head staff. One of the provisions of the contract will be to provide up to six (6) months' severance pay for department heads whose contracts are not renewed.
- B. The City agrees to grant the City Manager the authorization to create a separation incentive plan using a 401 tax qualified plan and for the City Manager to serve as the Plan Administrator.
- C. The City Manager is authorized to approve administrative settlements through separation of service agreements with up to 2 weeks compensation for each year of service credit, up to a maximum of 26 weeks.

**ARTICLE XXIII. RELOCATION ASSISTANCE**

The City agrees to grant the City Manager the authority to provide up to \$15,000 in relocation assistance for positions the manager deems appropriate.

**ARTICLE XXIV. NO SMOKING POLICY**

Sworn employees hired after January 1, 2004 must be tobacco free and cannot use tobacco products on or off duty.

**ARTICLE XXV. PAYROLL ERRORS**

- A. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to employee.
- B. In the event an employee received an overpayment or underpayment of wages, the employee may select one of the following methods:
  - 1. Lump sum payment by employee or employer;
  - 2. One-time deduction from usable vacation, compensatory time off (CTO), or holiday leave balances equivalent to the overpayment at the employee's current hourly rate;
  - 3. A repayment schedule through payroll adjustment; and/or
  - 4. Other means, as may be mutually agreed to between the parties.
- C. Action to enforce repayment of an overpayment, or to correct an underpayment, shall be limited to a period beginning on the first day of the City pay period two (2) years prior to the date that either City or the employee gives written notice to the other that a payment error has occurred.