

# Terms, Conditions, and Understandings

Management and Confidential Employees



Term of January 1, 2016 to December 31, 2018



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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, 2016 through December 31, 2018

### **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. Effective the first full pay period after January 1, 2016 the City shall provide a two percent (2%) general salary increase for all employees designated as Management/Confidential.
- B. Effective the first full pay period after January 1, 2018, the City shall provide a two percent (2%) general salary increase for all employees designated as Management/Confidential.
- C. Labor Market Adjustments – Effective the first full pay period in January 2016, the following salary increases shall be implemented for employees in the classifications listed below:

Job Code	Class Title	January 2016	January 2017	January 2018
		Market Adj	Market Adj	Market Adj
0041	Accounting Manager	1.78%	1.78%	1.78%
0043	Accounting Supervisor	1.15%	1.15%	1.15%
0090	Alternative Transportation Manager	3.33%	3.33%	3.33%
0245	Assistant City Attorney	3.33%	3.33%	3.33%
0250	Assistant City Clerk	0.41%	0.41%	0.41%
0395	Assistant Electric Utility Director	1.66%		
8553	Assistant Electric Utility Director-Resources & Planning	11.34%		
0510	Assistant Police Chief	2.32%	1.00%	1.00%
0920	Billing Services Manager	1.78%	1.78%	1.78%
0930	Budget Manager	1.78%	1.78%	1.78%
1043	Building Official	0.68%	0.68%	0.68%
1245	Chief Information Officer	0.69%		
1370	Controller		1.78%	1.78%
1655	Deputy City Attorney I	3.33%	3.33%	3.33%
1658	Deputy City Attorney II	3.33%	3.33%	3.33%
1676	Development Services Director	1.68%		
1710	Economic Development Director	6.02%		
1310	Electric Business Analyst I	11.42%		
1312	Electric Business Analyst II	11.43%		
2335	Electric Compliance Analyst	9.36%		
2284	Electric Engineering Tech Supervisor	5.51%		
2280	Electric Line Construction Supervisor	15.00%		
2338	Electric Operations Manager	11.33%		
2346	Electric Rates and Financial Administrator	6.25%		
2348	Electric Regulatory Compliance Administrator	11.33%		
2314	Electric Resources Analyst I	13.24%		
2316	Electric Resources Analyst II	13.25%		
6280	Electric Retail Services Supervisor	4.31%		

2354	Electric Risk Management Administrator	6.25%		
2319	Electric Substation Supervisor	15.00%		
2358	Electric Technology Systems Supervisor	11.08%		
2320	Electric Utility Director	11.34%		
2500	Energy Services Account Representative I	4.31%		
2501	Energy Services Account Representative II	4.31%		
3395	Facilities Manager	0.61%	0.61%	0.61%
3301	Finance Director	10.00%		
2900	Finance Manager	1.78%	1.78%	1.78%
3330	Fire Chief	1.43%		
3392	Fleet Manager	0.61%	0.61%	0.61%
3594	Human Resources Analyst I	0.28%	0.28%	0.28%
3596	Human Resources Analyst II	0.29%	0.29%	0.29%
3598	Human Resources Director	10.00%		
3810	Key Account Representative	4.30%		
5400	Police Captain	2.32%	1.00%	1.00%
5410	Police Chief	4.32%		
5420	Police Lieutenant	2.32%	1.00%	1.00%
5505	Power Engineering Manager	11.33%		
5600	Power Generation Superintendent	2.29%		
5530	Power Plant Operations & Maintenance Supervisor	15.00%		
5535	Power Supply and Portfolio Administrator	6.25%		
5652	Purchasing & Warehouse Manager	0.98%	0.98%	0.98%
6450	Risk Manager	10.00%		
7123	Senior Deputy City Attorney	3.33%	3.33%	3.33%
7128	Senior Electric Business Analyst	11.43%		
7163	Senior Energy Services Account Representative	4.30%		
7194	Senior Information Technology Analyst	0.13%		
7151	Senior Power Engineer	11.34%		
5555	Senior Power Plant Engineer	11.34%		
7522	Street Maintenance Supervisor	0.17%		
9040	Wastewater Treatment Plant Chief Operator	10.00%		

D. Salary Schedule B – All Employees Hired On/After the first full pay period in January of 2016

Effective the first full pay period in January 2016, for any current classification in the bargaining unit where the total compensation was 5% or more above the median total compensation for bench marked classifications in the surveyed jurisdictions, the new top step for all such classifications in the new salary schedule B will be reduced as listed below. All other classification's top step in the new salary schedule B will remain unchanged.

**Confidential B Schedule Reductions**

<b>Job Code</b>	<b>Class Title</b>	<b>Reduction</b>
B101	Executive Assistant to the City Manager	-8.95%
B111	Payroll Clerk I	-7.48%
B112	Payroll Clerk II	-7.49%
B113	Payroll Technician I	-7.04%
B114	Payroll Technician II	-7.04%
B116	Senior Payroll Technician	-7.03%

**Management B Schedule Reductions**

<b>Job Code</b>	<b>Class Title</b>	<b>Reduction</b>
B725	City Clerk	-10.86%
B726	City Librarian	-13.13%
B737	Economic Development Manager	-11.70%
B754	Electronic Maintenance Coordinator	-10.13%
B779	Information Technology Division Manager	-7.42%
B781	Information Technology Program Manager	-7.41%
B778	Interpretive Services Supervisor	-10.37%
B786	Meter Services Supervisor	-24.63%
B787	Open Space Superintendent	-8.20%
B790	Park Planning and Development Superintendent	-8.20%
B791	Parks Superintendent	-8.20%
B792	Parks Supervisor	-14.00%
B793	Parks, Recreation & Libraries Business Administrator	-7.95%
B813	Recreation Manager	-10.38%
B814	Recreation Superintendent	-11.14%
B815	Recreation Supervisor	-10.37%
B822	Senior Database Analyst	-7.41%

Annual Merit Step Increases

1. Effective the first full pay period in January 2016, all employees hired before January 1, 2016 will remain on the current salary schedule (A) for all listed classifications in the bargaining unit. All such employees will continue on this salary schedule when promoted or transferred to other classifications.
  
2. Effective the first full pay period in January 2016, the City will create a second salary schedule (B) which will apply to new hires for all listed classifications in the bargaining unit. The salary steps for the new salary schedule will be approximately 2.5% apart for each classification in the unit. For purposes of this provision, any employee who was initially hired before January 1, 2016 that had a break in City service and was rehired after January 1, 2016 will be deemed a newly hired employee under this provision.

- E. 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.
- F. 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.
- G. Fire Battalion Chiefs will earn time and one-half overtime when covering a shift assignment.
- H. 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.
- I. 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 percent (2%) 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.
- J. 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.
- K. 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.

## **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 bargaining unit member 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 bargaining unit members hired on or before December 31, 2012. In addition, this Section B shall apply to bargaining unit members 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 bargaining unit members covered by Section B(5).

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

Bargaining unit members 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 bargaining unit members 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 bargaining unit members covered by Section B(6).

Effective January 1, 2013, for the purposes of determining a retirement benefit, final compensation for bargaining unit members 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, bargaining unit members 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. Effective December 1, 2016, the City agrees to provide 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 \$1,296 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the agreement.

3. Effective December 1, 2017, , the City agrees to provide 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 \$1,321 monthly (less the direct PEMHCA payment provided in paragraph B) for the term of the agreement.

4. Effective December 1, 2018,, the City agrees to provide 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.

6. The City agrees to provide a flex plan credit of up to \$168.00 per month to be used by active employees for any benefit covered under the Cafeteria Plan.

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.

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. Effective the first of the month following City Council approval of this resolution or as soon as administratively possible, 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 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 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 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 accruing ten (10) cumulative years of service with the City and pursuant to the vesting schedule in Section C of this Article, employees may draw from the City contribution to this account upon retirement.
  3. Employees who terminate City service for reasons other than retirement prior to twenty (20) years of cumulative service with the City will forfeit any City contributions.
  4. Employees must retire from the City of Roseville and be enrolled in the City of Roseville's health plan in order to utilize City contributions to the employee's RHS accounts. After ten (10)

years of cumulative service with the City of Roseville, City contributions to the employee's RHS account may be used for all covered medical expenses pursuant to Section 213 of the IRS Code.

**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 XI. SERVICE TERM/PERFORMANCE BONUS**

- A. **SERVICE TERM BONUS**  
In recognition of the substantial contribution to the community made by Confidential 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	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
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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 as follows:

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

SERVICE TERM	BONUS AMOUNT
Beginning of the 10th year	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 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.

**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 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)	192
Start of 5th yr to completion of 9th year	4.62 hr	15 days (120 hours)	240
Start of 10th yr to completion of 14th yr	5.23 hr	17 days (135 hours)	272
Start of 15th yr to completion of 19th yr	5.8 hr	19 days (152 hours)	304
Start of 20th yr and succeeding years	6.46 hr	21 days (168 hours)	336

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	10.15 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.
- 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.

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

Each full-time employee in the confidential unit shall be provided a bank of forty (40) 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.
  - 1. 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.
- B. 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.
- C. 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.
- D. Employees who terminate employment with the City or leave the bargaining unit shall be cashed out at the rate of 0.76923 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 0.76923 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.
- E. Any employee hired after the first of the year shall be granted a prorated amount at 0.76923 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 (20) 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.
- C. Battalion Chiefs ( 24 hour) will be issued one hundred and forty-four (144) hours of holiday time annually. In lieu of holiday time off, Battalion Chiefs may elect to receive straight salary for up to

six (6) 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 one-half (1/2) shift increments.

**ARTICLE XVI. SICK LEAVE INCENTIVE PROGRAM** (refer to Section 3.12.070 of the Personnel Rules)

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.

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

A.

<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

B. 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 “A” or “B” can be converted to CalPERS service credit.

**ARTICLE XVII. CATASTROPHIC LEAVE**

Employees may voluntarily donate accrued vacation, PLT, management leave, floating holiday, and/or compensatory time off (CTO) for credit to another regular employee covered by this agreement who suffers a non-industrial related catastrophic illness or injury. Such donations shall be made in accordance with the following:

A. The recipient employee must be off work for a minimum of thirty (30) consecutive days and must have exhausted all accrued leave (vacation, holiday, sick leave, compensatory time, etc.) prior to receiving donated leave.

B. A donor employee may voluntarily donate up to a maximum of forty (40) hours of vacation, PLT, management leave, floating holiday, and/or compensatory time in any calendar year. All

donations are irrevocable. Donations shall be made in four (4) hour increments. All unused hours shall remain with the recipient employee.

- C. A maximum of sixty (60) days can be donated to any one regular employee in any one calendar year.
- D. A recipient employee shall be eligible for health benefits while on catastrophic leave with donated time for a maximum of sixty (60) days; however a recipient employee shall not accrue vacation or sick leave during this period.
- E. An employee donating accrued leave or an employee receiving donated leave shall waive all tax liability of the City through the establishment of the catastrophic sick leave program.

#### **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 I, IV, V, VI, VII, VIII, X, XI, XIV, XV, XVIII, XIX and XXII 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.

#### **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.
- D. The City Manager is authorized to approve a 5% professional development pay for the Chief Financial Officer.

**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 XXVI. NO SMOKING POLICY**

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