

RESOLUTION NO. 2024-022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING A LETTER AGREEMENT TO THE
MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ROHNERT PARK AND
THE ROHNERT PARK PUBLIC SAFETY OFFICERS' ASSOCIATION (RPPSOA)**

WHEREAS, on June 8, 2021, the City Council adopted Resolution No. 2021-070 approving and adopting a Memorandum of Agreement with the Rohnert Park Public Safety Officers' Association (RPPSOA); and

WHEREAS, the RPPSOA and City staff have met and conferred in good faith to amend certain terms and conditions of the Agreement effective April 9, 2024; and

WHEREAS, staff prepared the attached Side Letter Agreement effective April 9, 2024 to the Memorandum of Agreement; and

WHEREAS, the attached Side Letter Agreement effective April 9, 2024 has been approved by representatives of RPPSOA.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the Side Letter Agreement effective April 9, 2024 to the Memorandum of Agreement for the RPPSOA, which is attached hereto as **Exhibit "A"** and incorporated by this reference.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED this 9th day of April 2024

CITY OF ROHNERT PARK



Susan H. Adams, Mayor

ATTEST:



Sylvia Lopez Cuevas, City Clerk

APPROVED AS TO FORM:

SEE ATTACHED

Michelle M. Kenyon, City Attorney

Attachments: Exhibit A

ELWARD: Aye RODRIGUEZ: Aye SANBORN: Aye GIUDICE: Aye ADAMS: Aye
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

EXHIBIT A
AGREEMENT
BETWEEN
THE CITY OF ROHNERT PARK
AND
THE ROHNERT PARK PUBLIC SAFETY OFFICERS' ASSOCIATION

Holiday Pay

The City of Rohnert Park (the "City") and the Rohnert Park Public Safety Officers' Association ("RPPSOA") entered into a Memorandum of Agreement effective June 8, 2021 – June 30, 2025 ("MOA"). The City and the RPPSOA are collectively referred to herein as the "Parties."

The City and RPPSOA have met and conferred in good faith, in accordance with the Meyers-Milias-Brown Act ("MMBA"), concerning the terms and conditions of this Agreement (Holiday Pay). The specific provisions contained in this Agreement are intended to temporarily supersede any previous agreements, whether oral or written, regarding the matter contained herein. Further, except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the RPPSOA in the MOA shall remain in full force and effect.

Whereas, prior to June 8, 2021, Holiday Pay was compensable to RPPSOA employees in "lump sum" allotments. As of June 8, 2021, the Holiday Pay compensation was adjusted to be compensable in the pay period in which it was earned. This adjustment is in compliance with the CalPERS Special Compensation requirements.

Holiday Pay compensation has been adjusted with CalPERS retroactively to July 1, 2015. As such, effective July 1, 2015, the Holiday Pay calculations have been updated as follows:

4. Holidays

4.1 Observed Holidays

Employees will receive the following thirteen and one-half (13 1/2) holidays annually, specifically:

"New Year's Day,"

The third Monday in January, "Martin Luther King, Jr. Day,"

Friday proceeding "President's Day",

The third Monday in February, "President's Day,"

The last Monday in May, "Memorial Day," "Independence Day,"

The first Monday in September, "Labor Day"

"State Admission Day,"

The second Monday in October, "Columbus Day,"

"Veteran's Day,"

The fourth Thursday in November, "Thanksgiving Day,"

Day after "Thanksgiving

12:00 Noon to 5:00 p.m. on Christmas Eve

"Christmas Day,"

Every day proclaimed by the President, Governor or Mayor of the City as a public holiday and made applicable to City employees.

Each day that the Governor declares a day of mourning or special observance as a holiday for State employees if the declaration makes it applicable to City employees.

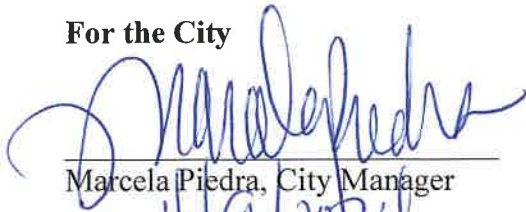
4.2 Holiday Pay

As represented Employees are required to work as scheduled without any reference to holidays, in lieu of observing the thirteen and one-half (13 ½) holidays listed in Section 4.1, above, Employees shall receive holiday in lieu pay. Holiday in lieu pay will be calculated on a straight time basis, and compensated at the rate of up to ten (10) hours only. Holiday in lieu pay shall not be considered "paid status" and shall not count towards "hours worked" in calculating overtime under Sections 1.8 and 2.1, above. Regular part-time employees will be paid holiday pay based on their designated pro-rata weekly work schedule.

4.3 Holiday Pay Rate


All compensation paid to sworn employees due to the holidays identified above shall be based upon the employee's regular rate of pay in the Police Division. Regular pay is defined as base pay plus any certificate and specialty pay (bilingual pay, field training officer pay, etc.).

For the City



Marcela Piedra, City Manager
Date: 4/9/2024

For the RPPSOA



Casey Quinn, RPPSOA President
Date: 03/21/2024