

## RESOLUTION NO. 2014-072

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING AND ADOPTING A MEMORANDUM OF AGREEMENT WITH THE ROHNERT PARK EMPLOYEES' ASSOCIATION (RPEA) FOR THE PERIOD OF JUNLY 1, 2014 THROUGH JUNE 30, 2017

**WHEREAS**, on June 24, 2014, the City Council approved a Tentative Agreement on a Three Year Proposal with the Rohnert Park Employees' Association (RPEA), which had been ratified by the membership of RPEA; and

**WHEREAS**, in accordance with the terms and conditions of the Tentative Agreement, staff has prepared a final Memorandum of Agreement with the RPEA that was ratified by RPEA membership on June 19, 2014;

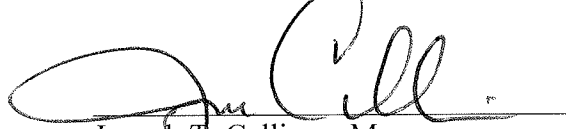
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby approve and adopt the Memorandum of Agreement for RPEA for the Period of July 1, 2014 through June 30, 2017, which is attached hereto as Exhibit "A" and incorporated by this reference.

**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 & REGULARLY ADOPTED** this 24<sup>th</sup> day of June, 2014.



**CITY OF ROHNERT PARK**

  
Joseph T. Callinan, Mayor

ATTEST:

  
JoAnne Buerger, City Clerk

**Exhibit A: MOU July 1, 2014 – June 30, 2017**

BELFORTE: AYE MACKENZIE: AYE STAFFORD: ABSENT AHANOTU: AYE CALLINAN: AYE

AYES: ( 4 ) NOES: ( 0 ) ABSENT: ( 1 ) ABSTAIN: ( 0 )



MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF ROHNERT PARK  
AND THE  
ROHNERT PARK EMPLOYEES' ASSOCIATION  
(RPEA)

EFFECTIVE JULY 1, 2014 – JUNE 30, 2017

Exhibit A

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## MEMORANDUM OF AGREEMENT

Pursuant to Government Code Section 3500 et. seq., the Rohnert Park Employees' Association (RPEA) and representatives of the City of Rohnert Park have met and conferred and hereby submit their joint recommendations for compensation and benefit adjustments for represented members of the RPEA.

### 1. Hours of Work

#### 1.1 Regular Workweek for Employees

The regular workweek for all employees shall consist of consecutive workdays. By mutual agreement of an employee and his/her supervisor, workdays may be other than those defined in this section.

#### 1.2 Regular Workday for Employees

The regular workday for employees shall consist of eight (8), nine (9), or ten (10) hours of work as may be determined from time to time by mutual agreement of an employee and his/her supervisor. By mutual agreement of an employee and his/her supervisor, hours of work may be other than those defined in this section.

### 2. Overtime/Compensatory Time

#### 2.1 Compensation Rate

Overtime compensation at the rate of one and one-half times the employee's regular hourly rate shall be paid for all hours worked;

(a) In excess of forty (40) hours in any work period.

(b) On any Saturday or Sunday, or Holiday as defined by this Agreement.

#### 2.2 Maximum Compensatory Time

A maximum of eighty (80) hours of compensatory time off may be accrued by an employee by mutual agreement of the employee and his/her supervisor.

#### 2.3 Call Back Overtime

Employees, other than those in exempt positions, who are called back to work after having left the work site, shall be entitled to a minimum of two (2) hours' pay at the following overtime rates:

(a) All hours worked until midnight at time and one-half the base hourly rate.

(b) All hours worked after midnight at double time the base hourly rate.

(c) All hours worked on Thanksgiving Day, Christmas, and New Years Day shall be paid at two (2) times the base hourly rate.

#### 2.4 Exempt Employees

Section 2.1-2.3 shall not apply to those positions that do not receive overtime pay. These positions are exempt under the Fair Labor Standards Act. This list is subject to

change due to position reclassifications or the creation of new positions. Management shall meet and confer with RPEA officers prior to making changes to this list.

## **2.5 Administrative Leave - Exempt Employees**

The exempt employees in RPEA unit shall receive fifty (50) hours of Administrative Leave on July 1, 2014 and each succeeding July 1<sup>st</sup> for the term of the contract. Up to twenty (20) hours of unused Administrative Leave may be paid in cash or its equivalent value applied towards an approved benefit program. Requests for pay of this leave shall be submitted to the City Manager on or before June 1, 2015 and each succeeding June 1<sup>st</sup> for the term of the contract. Payment shall be made no more than 30 days subsequent to the approval of the request by the City Manager. Any unused Administrative Leave hours remaining as of June 30, 2015 and each succeeding June 30<sup>th</sup> for the term of the contract shall be forfeited.

## **3. Holidays**

### **3.1 Observed Holidays**

Employees will receive the following twelve and one-half (12½) holidays annually. For each holiday, employees shall receive 8 hours of holiday pay. Employees with alternate schedules that include shifts in excess of 8 hours will only receive 8 hours of holiday pay. Employees will supplement paid holiday with accrued leave time to account for holiday absences. Employees with alternate schedules that include shifts less than 8 hours which fall on an observed holiday may bank any excess paid holiday time (not to exceed the 8 hour limit) as holiday leave credits, which may accumulate during the term of the contract, and which must be used by agreement between the employee and supervisor during the term of the contract.

"Independence Day", July 4

The first Monday in September, "Labor Day"

The second Monday in October, "Columbus Day"

"Veteran's Day", November 11

The fourth Thursday in November, "Thanksgiving Day"

Day after "Thanksgiving"

12:00 Noon to 5:00 p.m. on Christmas Eve, December 24 (a total of four paid holiday hours)

"Christmas Day", December 25

"New Year's Day", January 1

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

Friday preceding "President's Day"

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

The last Monday in May, "Memorial Day"

### **3.2 Proclaimed Holidays**

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

### **3.3 Day of Mourning or Special Observance**

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.

### **3.4 Holidays for Regular Part-time Employees**

If a scheduled or observed holiday falls on a regularly scheduled day off of a part-time employee, the part-time employee shall be entitled to the prorated number of holiday hours, which may be taken as time off in the pay period in which the holiday falls.

### **3.5 Floating Holiday**

In addition to the recognized holidays identified in Section 3.1, each eligible employee shall be allocated one floating holiday (equivalent to 8 hours for a full-time employee) per fiscal year on July 1st. Each employee hired prior to July 1 of each year shall be entitled to the floating holiday. Employees hired between July 1 and December 31 will receive 8 hours of floating holiday time. Employees hired between January 1 and June 30 will receive 4 hours of floating holiday time in the fiscal year in which they were hired. The floating holiday must be taken prior to June 30th of each year. The floating holiday will not be carried over from year to year and there shall be no cash value for the floating holiday during employment or upon separation from the City.

## **4. Annual Leave Program**

### **4.1 Accrual**

Effective July 1, 2011 employees shall accrue monthly the following Annual Leave:

Length of Service	Monthly Annual Leave Hours	Yearly Annual Leave Hours
0 to 2 years	12.67 Hours	152 Hours
3 to 5 years	14 Hours	168 Hours
6 to 10 years	16 Hours	192 Hours
11 to 15 years	18 Hours	216 Hours
16+ years	19.33 Hours	232 Hours

### **4.2 Residual Accrued Sick Leave**

Effective July 1, 2011, employees shall not accrue any form of sick leave or disability wage, non-industrial or industrial. However, employees who have accrued fully-paid hours under either the sick leave or disability wage program for non-industrial illness and injury shall retain the balance of such hours accumulated as of July 1, 2011. Half-pay hours accumulated as provided by the disability wage plan will be converted to fully-paid hours (balance divided by 2), and credited to the balance of each employee covered by the disability wage plan. Employees in the disability wage plan who have not received their 2011 anniversary allotment of 40 hours of full-pay disability wage at the time of conversion will receive this additional 40 hours upon conversion. Paid leave for approved absence due to injury or illness may be charged against this balance at the employee's discretion. Upon retirement from the City of Rohnert Park, an employee



may convert any remaining sick leave balance to service credits pursuant to CalPERS regulations and procedures.

**4.3 Accrued Vacation Conversion**

Effective July 1, 2011, employees shall not accrue vacation. All existing accumulated vacation shall be converted to Annual Leave.

**4.4 Annual Leave Administration**

Annual leave hours may be used to provide paid time off for any approved absence, including but not limited to vacation and illness. When annual leave is used for sick leave purposes, the City may require the employee to submit substantiating evidence of illness if there is a demonstrable pattern of abuse.

**(a) Accrual Cap**

An employee may accumulate annual leave credits up to a maximum of 500 hours of annual leave. Accrual shall cease until the annual leave balance falls below the 500 hour annual leave cap.

**(b) Cash Out**

Accumulated annual leave shall be converted to cash upon separation from City service.

**(c) Seniority Preference**

Preference for leave scheduling will be on the basis of seniority within classification and/or as has been past practice.

**4.5 Short Term Disability**

The City will provide a short-term disability insurance program which includes income replacement of 60% and benefits coordination to employees.

**5. Military Leave**

The City grants military leave and any related benefits maintenance, job seniority and retention rights to all employees for service in a uniformed service in accordance with state and federal law. The employee must notify his/her supervisor of upcoming military duty as soon as he/she becomes aware of his/her obligation.

**6. Other Fringe Benefits**

**6.1 Fringe Benefit Programs**

City reserves the right to select the insurance carrier(s) or to self-administer any of the fringe benefit programs provided during the term of this agreement. In the event that any offered health plan is no longer offered, the City agrees to provide a suitable replacement health plan that is substantially comparable and agrees to meet and confer regarding same.

All benefits provided under this section (Section 6) are subject to the characteristics of each individual benefit program.

The value or availability of the benefits provided in this Agreement as originally worded or as amended from time-to-time may depend on their tax treatment by the State or Federal government or the decisions of other government agencies or departments, such as, but not limited to, the Public Employees' Retirement System. The City will endeavor to obtain the most favorable treatment legally possible from these other governmental entities. However, the City makes no representation concerning the value of such benefits to unit members or how they will be taxed or otherwise treated by other agencies or departments. The City's obligations under this Agreement are limited to the direct cost of providing the salary and benefits as described in this Agreement. The City shall have no additional financial obligation, even if the tax or other treatment of such salary or benefits by other agencies or departments reduces or eliminates their value to the employee.

- (a) The City will continue all employee benefits and pay the appropriate premiums, as specified in the applicable section(s) of this agreement, due for an employee out on an authorized leave while an employee is being compensated by accrued annual leave time (see Annual Leave section 4 above), compensatory time, industrial leave time and/or non-industrial leave time In accordance with applicable law.
- (b) Employee may continue certain employee benefits during an authorized leave without pay for the period of the authorized leave by making payment to City for said benefits.
- (c) If there is any inconsistency between this section and the Personnel Rules and Regulations, the Personnel Rules and Regulations shall govern.

## **6.2 Catastrophic Leave**

Leave benefits shall be provided as outlined in the Amended Catastrophic Leave Program, a copy of which is attached hereto, approved by City Council Resolution No. 2001-270 adopted December 11, 2001.

## **6.3 California Family Rights Act and Family Medical Leave Act**

Employees may request a leave of absence under the California Family Rights Act (CFRA) and/or the Federal Family Medical Leave Act (FMLA). Requests for family and medical leave shall comply with the requirements of the CFRA and/or the FMLA.

## **6.4 Light or Limited Duty**

Employees injured or ill from either on-the-job (industrial) or off-the-job (non-industrial) causes may, at the City's sole discretion, be assigned to light, limited, or modified duty. Such assignments shall be temporary. They may involve duties that differ from the normal work duties of the employee.

## **6.5 Americans with Disabilities Act**

The City and RPEA recognize that the City has an obligation under law to comply with the Americans with Disabilities Act (ADA).

## **6.6 Payment to Beneficiary**

Upon death of an employee, any unused Annual Leave and compensatory time shall be paid to the employee's surviving spouse or beneficiary. In the absence of a spouse or beneficiary, any unused Annual Leave and compensatory time shall be paid to the primary beneficiary specified by the employee on the employee's enrollment/beneficiary card for City-provided Life Insurance.

## **6.7 Insurance Coverage**

The City shall provide the insurance programs described in this Section. The City reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined. Any premiums paid by the employee eligible for Section 125 will be deducted from the employee's pay on a pre-tax basis. These provisions will remain in effect during the term of the agreement unless the parties by mutual agreement agree to different insurance coverage including "cafeteria" style benefits plan.

### **(a) Health Insurance**

The City shall offer employees and their eligible dependents, a health insurance program under the terms set forth below:

- i) For the term of this agreement employees will have a choice of Kaiser Permanente (Traditional \$20 Co-Pay Plan, Traditional \$40 Co-Pay Plan and HSA) or Anthem Blue Cross Prudent Buyer Plan (Traditional \$250 Deductible Plan and HSA) through REMIF or any other comparable health plan offered by the City.
- ii) The City will contribute up to the following amount per month toward the cost of employee medical insurance premiums at the employee's enrollment level.

<b>Enrollment Level</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Employee Only (Single)	\$469.00	\$485.00	\$500.00
Employee + 1 (Two Party)	\$938.00	\$971.00	\$1,000.00
Employee + 2 (Family)	\$1327.00	\$1,373.00	\$1,400.00

- iii) The City shall provide a copy of the summary description of all health care programs offered by the City to each employee upon request.
- iv) Regular part-time employees may elect to participate in health insurance plans and the City will contribute a pro-rata amount (based on the allocation of the position) towards the premium. The part-time employee will be responsible for the balance of the premium through payroll deductions. If the part-time employee does not select coverage, no cash payment will be made in lieu of the insurance.

## **(b) Joint Commitment to Affordable Health Care**

The parties are committed to providing quality and affordable health care for all members. Ninety (90) days prior to open enrollment, parties will work together through their Joint Labor Management Committee to review preliminary health care rates and discuss any potential changes to plan design to reduce costs. Any changes to plan designs, including providers, will be made by mutual agreement during the term of the MOA. However, changes necessitated by REMIF's transition from fully insured plans to self-insured plans are outside the scope of this agreement.

### **6.8 Alternate Benefit**

Eligible employees who provide proof of health insurance coverage from a source other than the City may receive an alternate benefit of \$350.00 per month. This benefit shall be provided as outlined in City Council Resolution No. 2007-178, adopted October 23, 2007.

### **6.9 Dental Coverage**

The City shall offer employees and their eligible dependents, a dental insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Understanding. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the dental program offered by the City to each employee upon request.
- (b) In general, the program includes basic dental insurance coverage of payment to Delta Dental PPO network dentists of the indicated percentage up to the maximum of \$2,000 for each eligible person per year for the following benefits:
  - (i) One hundred percent (100%) of the cost of diagnostic and preventative care.
  - (ii) Eighty-five percent (85%) of the cost of basic dental services.
  - (iii) Eighty-five percent (85%) of the cost of crowns and restorations.
  - (iv) Fifty percent (50%) of the cost of prosthodontics.
  - (v) Two thousand dollar (\$2,000) maximum benefit for dental services per person per year.
  - (vi) Fifty percent (50%) of the cost of orthodontics with a one thousand five hundred dollar (\$1,500) lifetime maximum benefit per person.
  - (vii) Services rendered by dentists outside of the Delta Dental PPO network (including Delta Dental Non-PPO Dentists) are covered at a reduced rate; are subject to the limitation of section (v) above and a one thousand five hundred dollar (\$1,500) lifetime maximum orthodontic benefit per person.

### **6.10 Vision Coverage**

The City shall offer employees and their eligible dependents, a vision insurance program under the terms as set forth below:

- (a) The City shall pay the applicable monthly premiums and any increases during the term of this Understanding. Premiums will be set by the insurer, or if self-insured by the City, using fiscally prudent methods. The City shall provide a copy of the summary description of the vision insurance program offered by the City to each employee upon request.
- (b) In general, the program includes an eye examination once each twelve (12) months, lenses once each twelve (12) months, and frames once each twenty-four (24) months. An employee may purchase contact lenses in lieu of the benefits summarized above.

#### **6.11 Adoption Benefit**

That the City provides a six hundred dollar (\$600) per child cash benefit to employees adopting minor children to help offset the cost of adoptions. This cash benefit does not include the cost of adopting stepchildren, i.e. children of present spouse.

#### **6.12 Bereavement Leave**

- (a) A regular employee shall be paid up to three (3) days of bereavement leave when there is a death in their immediate family.
- (b) Additionally, a regular employee may, subject to approval of the supervisor, use two (2) additional days of the employee's residual accrued sick leave if the employee must travel out of the area, i.e. at least two hundred and fifty (250) miles one way.
- (c) Immediate family in this case means: spouse, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child (including stepchildren), stepparents, aunts, uncles, grandparents, grandparent-in-law, grandchildren and relationships in loco-parentis and close personal relationships, with the approval of the City Manager or his/her designee.

#### **6.13 Funeral Expense Benefit**

City will provide fifty percent (50%) co-payment, not to exceed two thousand dollars (\$2,000), for funeral expenses for an employee or their spouse only. This funeral benefit will be considered secondary to and shall be coordinated with any and all other funeral benefits that may be payable to employee or spouse.

#### **6.14 Long-Term Disability Insurance**

The City shall provide, at no premium cost to employees, long-term disability income protection insurance coverage. The basic benefit shall be sixty six and two thirds percent (66 2/3%) of the employee's monthly base pay with a maximum benefit of five thousand three hundred and thirty three dollars (\$5,333). In no event shall the employee receive more than full salary. The benefits provided under this section are subject to the characteristics of the individual program.

- (a) The waiting period for the above long-term disability benefits plan shall be ninety (90) days.

#### **6.15 Life Insurance Coverage**

- (a) The City will provide, at no premium cost to employees, fifty thousand dollars (\$50,000) life insurance coverage provided to employees and one thousand dollars (\$1,000) for dependents, and which coverage includes accidental death and dismemberment benefits.
- (b) The City will allow, subject to the insurance carrier's approval, any employee to purchase, at his or her own cost, additional life insurance coverage under the City's group program.

#### **6.16 Deferred Income Providers**

The City will continue to make available to the employees a deferred income program, now being administered by Nationwide and ICMA or a similar program with another institution acceptable to City.

#### **6.17 Retired Employees**

### **1. Definition of Terms**

- a. "Eligible Employee" means any regular full-time or regular part-time benefited employee hired by the City before July 1, 2007, and who actively participates in and contributes to the CalPERS Retirement System, and who will be entitled, when eligible, to receive a retirement allowance from CalPERS.
- b. "Retired Employee" or "Retiree" is a regular full-time or regular part-time benefited City employee hired before July 1, 2007 who retires from the City and thereafter receives a retirement allowance from CalPERS. Retirement includes service retirement or disability retirement from the City of Rohnert Park.
- c. "Continuous City service" is defined as being continuous regular full-time or regular part-time benefited City employment for calculating length of continuous service and service credit. Part-time (non-benefited) employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.
- d. "Employees Hired on or After July 1, 2007" means any regular full time or regular part-time benefited employee hired by the City on or after July 1, 2007, and who actively participates in and contributes to the CalPERS Retirement System, and who will be

entitled, when eligible, to receive a retirement allowance from CalPERS. Employee Hired on or after July 1, 2007 are entitled to the retiree health benefit set forth in Section 6.17(3) below.

## **2. Retiree Health Benefits**

### **a. Hired Before July 1, 2007**

Before January 15, 2015, the City shall establish a Retiree Health Savings Account (RHSA) for each Eligible Employee and shall contribute \$2,000.00 per year of Continuous City Service into the RHSA. For purposes of the service credit calculation, eligible employees shall receive service credit on a pro rata basis by days of service as of January 1, 2015.

The City will explore providing alternative plan options to the RHSA, including 457 deferred compensation plans, and if feasible will offer such alternative plans to Eligible Employees.

### **i. Eligible Employees Who Retire From the City On or After July 1, 2014**

For Eligible Employees who retire from the City of Rohnert Park on or after July 1, 2014, the City agrees to make a medical insurance premium contribution toward the applicable early retirement premium in the amount of \$500.00 per month until said Retired Employee reaches the age of Medi-Care eligibility or elects to leave the City medical system. Subject to the eligibility criteria of REMIF and/or insurance plans, Eligible Employees may participate as retirees at their own expense in the City's group health insurance.

### **ii. Eligible Employees Who Retire Prior to January 1, 2015**

In the event an Eligible Employee elects to retire prior to January 1, 2015 subject to the terms of this Agreement and the benefit provided in Section 2(a)(i) above, the RHSA shall be established and funded on the date of retirement, or as near as practicable to that date. The Eligible Employee must make the election to retire prior to January 1, 2015 in writing and provide a minimum of thirty (30) days' notice to the Personnel Officer.

Alternatively, Eligible Employees who meet the requirements set forth in Section 6.18 below may retire on or before December 31, 2014 under the provisions of that section.

### **iii. Dental and Vision Benefits For Eligible Employees**

The City agrees to provide/offer to regular full-time or regular part-time employees hired before July 1, 2007, benefit(s) as provided for active employees for dental care, and vision care benefits for retired employees and one eligible dependent until the Retired Employee reaches the age of Medi-Care eligibility or elects to leave the City dental and vision system. Calculation of benefit will be prorated for regular, part-time employees.

All dental care and vision care benefits provided under this Section are subject to the characteristics of each individual benefit program.

**iv. Medical Contribution, Dental and Vision Benefits in the Event of Retired Employee's Death or Election to Leave the City Benefit System**

In the event of the Retired Employee's death, coverage provided by the City to the Retired Employee will not continue for the survivors or dependent children of the Retired Employee.

Any Retired Employee who, after retirement from the City, becomes employed elsewhere and is covered by medical, health, dental or vision care benefits by his/her new employer, said coverage provided by the City to the retired employee will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary. Retired employees are required to notify the City's Human Resources Department of any additional insurance coverage from new employers.

**3. Retiree Health Benefits for Employees Hired On or After July 1, 2007**

Beginning July 1, 2014, on a going forward basis, regular full-time or regular benefited part-time City employees hired on or after July 1, 2007 shall be eligible for the benefits described below in lieu of the benefits described in Sections 6.17(2) above:

- a. Effective July 1, 2014, the City will increase the contribution from \$75.00 per month to \$100.00 per month for active employees in paid status to a Retiree Health Savings Account (RHSA). The monthly contribution will end upon the employee's date of retirement or separation from the City.
- b. The City's contribution to an employee's RHSA shall be considered vested to an employee terminating City employment with five (5) or more consecutive years of City service.
- c. Calculation of monthly contribution will be prorated for regular part time employees.
- d. Subject to the eligibility criteria of REMIF and/or insurance plans, employees hired after July 1, 2007 may participate as retirees at their own expense in the City's group health insurance.

**6.18 Option for Eligible Employees Who Retire Prior to January 1, 2015**

**1. Hired Before July 1, 2007**

The City agrees to make a medical insurance premium contribution toward the applicable early retirement premium or Medicare-eligible premium as outlined in Attachment B, "Retiree Medical Insurance Table," as modified annually to reflect changes in the premium rates. For employees hired prior to July 1, 1993, City shall provide an amount equal to 80% of the lowest cost premium for active employees for either employee-only, or employee plus one dependent enrollments, excluding HSA plans. Retirees may purchase family coverage, but the City's contribution will not



exceed 80% of the lowest-cost employee plus one premium. Calculation of premium will be prorated for regular, part-time employees. The City's share of the medical insurance premium costs for all retirement benefits as described herein shall not exceed the amount described in Attachment B, and shall not include payment of Medicare B premiums. Coverage will extend to eligible dependents. The City will provide such contributions only:

- (a) To regular full-time and regular part-time City employees hired before June 30, 2007 who have at least fifteen (15) years of continuous service with the City and who retire upon reaching retirement age or thereafter and are receiving a retirement allowance from CalPERS. Said employees shall be referred to as "Retired Employees."
  - i. Employees with less than 15 consecutive years of service with the City receive no City fringe benefits, i.e. medical, dental, vision, life insurance at retirement
  - ii. Employees must retire concurrent with termination of service with the City to be eligible for this benefit (no vesting).
- (b) To regular full-time or regular part-time employees hired before June 30, 2007 who:
  - i. Have at least ten (10) years of continuous service with the City, and;
  - ii. Are retired forthwith from the City of Rohnert Park service into CalPERS at the time of permanent or total disability, and;
  - iii. Are permanently and totally disabled from their occupation and unable to perform with reasonable continuity the material duties of their own occupation. After twenty-four (24) months if gainful employment is obtained in an occupation in which the material duties are reasonably fitted by education, training, experience and compensation to the occupation at the time of disability, the employee shall no longer be considered permanently and totally disabled from their occupation. In such circumstances, benefits shall be discontinued.
  - iv. Said employees shall be referred to as "Retired Employees" except for the circumstance noted above in which the employee is no longer permanently and total disabled.
- (c) To the surviving spouse, registered domestic partner, and legal dependents of a regular full-time or regular part-time employee hired before June 30, 2007 who died while a City employee after ten (10) or more years of continuous service with the City. Said employee shall be referred to as a "Deceased Employee."
- (d) For eligible "Retired Employees" and the survivors of "Deceased Employees" as defined in sections 6.18(1) above, the City agrees to provide/offer and pay the premium(s) as provided for active employees at time of retirement for life insurance, dental care, and vision care benefits for retired employees and eligible dependents. Calculation of premium will be prorated for regular, part-time employees.

- (e) Benefits provided under Section 6.18(1) shall be coordinated with Medi-Care, Medi-Cal, and any other welfare program available of which said benefit coverage shall be considered primary and City provided coverage in turn considered secondary.
- (f) All benefits provided under Section 6.18(1) are subject to the characteristics of each individual benefit program. The life insurance to be provided will be the life insurance plan amount in effect and in accordance with the provisions of the life insurance program as of the date of employee's retirement.
- (g) The benefits provided under Section 6.18(1) will continue for such retired employees and their spouse, registered domestic partner, and legal dependents, if any, while said retired employee is alive. In the event of the retired employee's death, coverage will continue for the spouse or registered domestic partners until the spouse or domestic partner dies, remarries, or forms another registered domestic partnership. In addition, the benefits provided under this section will continue for said retired or deceased employee's legal dependent children who qualify as an Internal Revenue Service dependent until said children reach the maximum age limit specified by state or federal law, or the spouse or registered domestic partner marries, or forms another registered domestic partnership whichever occurs earliest.
- (h) Continuous City service is defined as being continuous regular full-time or regular part-time City employment only for calculating length of continuous service under Section 6.18(1). Part-time (non-benefited) employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.
- (i) If any retired employee, after retirement from the City, becomes employed elsewhere and is covered by medical, life insurance, health, dental or vision care benefits by his/her new employer, coverage provided by the City to the retired employee pursuant to Section 6.18(1) will be considered secondary to the coverage provided by his/her new employer, and his/her new employer's coverage shall be considered primary.
- (j) If any spouse or registered domestic partner of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under Section 6.18(1), becomes employed and is covered by medical, health, dental or vision care benefits by his/her employer, said coverage provided by City will be considered secondary to the coverage provided by the spouse's or registered domestic partner's employer, and his/her employer's coverage shall be considered primary.

## **6.19 Education and Training Reimbursement**

The City will provide an education and training assistance program to provide reimbursement to employees for tuition and book costs only for attending and

completing, with a satisfactory grade (C or better), courses in the adult high school program, at Santa Rosa Junior College, at Sonoma State University or any other educational institution acceptable to the City. All courses or classes for which reimbursement will be requested must be previously approved by the Supervisor and the City Manager prior to the start of said classes and approval requested on the appropriate City form. The maximum allowed amount reimbursable for tuition is one thousand dollars (\$1,000) per instructional period plus books and materials, with a total reimbursable amount not to exceed three thousand dollars (\$3,000) per calendar year.

#### **6.20 Longevity Pay**

For regular employees hired before 10/10/95, the City shall provide longevity pay as described below based on continuous years of service, Continuous years of service are defined as being continuous regular full-time or regular part-time City employment. Part-time no benefited employment and approved unpaid leaves will not be used in calculating length of continuous service under this section. Any separation from City employment will void any previous accrual towards length of continuous service for purposes of this section, unless otherwise waived by the City Manager and due to extenuating circumstances. Layoffs with subsequent restoration and approved City paid leaves do not constitute separation from City service (and therefore will not void any previous accrual towards length of continuous service) for the purpose of this section.

<u>Completed years of Service</u>	<u>Pay Percentage Increases</u>
5 years	2%
For each completed year thereafter	1/2%

The maximum longevity pay percentage to be paid shall be ten percent (10%) of base pay. The "completed years of service" will be determined on January 1st and July 1st only and not on an employee's employment anniversary date. For employees hired after 10/10/95, the longevity program as outlined above does not apply.

#### **6.21 Educational Incentive Pay**

For regular employees hired after 10/10/95, who are not eligible for longevity pay as outlined in Section 6.20, a monthly Educational Pay Stipend of \$50 shall be provided for a Master of Science (MS) or Master of Arts (MA) or other Master degree in any major course of study, awarded by an accredited college or university. In no event shall an employee be paid for more than one degree. The Stipend payments are authorized only for degrees from an accredited college or university, and a copy of the degree must be provided for validation and approval of payment.

#### **6.22 Retirement Programs**

- (a) Effective July 1, 2007, the City will provide the California Public Employees' Retirement System (CalPERS) two and seven tenths percent (2.7%) at fifty-five (55) retirement program to miscellaneous member employees. Effective July 1, 2011 the City will

provide the California Public Employees' Retirement System (CalPERS) two percent (2.0%) at fifty-five (55) program to miscellaneous member employees. Beginning August 1, 2011, employees shall contribute 100% of the required member contribution.

- i. The City will continue to provide the "one-year highest compensation" optional provision in its contract with CalPERS.
- ii. The City will modify the CalPERS Annual Cost-of-Living Allowance Increase (Section 21335) to provide for a 2.0% annual maximum cost-of-living increase for employees hired after December 31, 2007. Employees hired prior to December 31, 2007 shall be eligible for the 5.0% annual maximum cost-of-living allowance increase as defined in Section 21335.

(b) New Employees Hired On or After January 1, 2013 Who Are New Members of the CalPERS System

- i. Effective January 1, 2013, the City will provide the CalPERS two percent (2.0%) at sixty-two (62), highest three year average program to new miscellaneous employees (who meet the definition of a new member under PEPA) hired on or after January 1, 2013.
- ii. Effective January 1, 2013, such new miscellaneous member employees hired on or after January 1, 2013, shall contribute at least fifty percent (50%) of the normal cost rate to CalPERS.
- iii. Pensionable compensation does not include monies paid to new miscellaneous members for bonuses, uniform allowance, overtime allowance or reimbursement for housing and vehicles, or any ad hoc or one-time payments pursuant to Government Code Section 7522.34(c).

(c) The City makes no representation concerning the value of this benefit or how it may be taxed or treated by other agencies both presently and in the future. The City's obligation under this section is limited to the direct cost of providing the benefit as described. The City shall assume no further or additional financial obligations even if an outside agency imposes or determines there to be a financial obligation for the City or the employee.

(d) Benefits provided are subject to CalPERS regulations and relevant law.

**6.23 Dependent Care Assistance Program**

City will continue to provide the Dependent Care Assistance Program (DCAP) as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for childcare as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

**6.24 Health Care Tax-Free Dollar Account Program**

City will continue to provide the Health Care Tax-Free Dollar Account Program as authorized by the Internal Revenue Service for the set-aside of employee pre-tax dollars for the cost of monthly health care premiums as well as eligible unreimbursed medical expenses, as approved by the Internal Revenue Service (IRS) and the California Franchise Tax Board.

**6.25 Hearing Aid Benefit**

The City will reimburse employees up to eighty percent (80%) with a lifetime maximum of nine hundred dollars (\$900.00) for medically required hearing aid devices.

## **7. Agency Shop and Payroll Deduction**

### **7.1 Agency Shop**

The RPEA members have approved agency shop pursuant to California Government Code 3502.5 (c).

- a) It is recognized that RPEA owes the same responsibilities to all employees in the representation unit, and has a duty to provide fair and equal representation to all employees in all classes.
- b) Pursuant to Government Code Section 3502.5 (c), all current employees in the representation unit, shall, as a condition of continued employment, and beginning with the second full pay period after the effective date of this agreement, and until the termination of the Agreement, either:
  - i. Become a member of RPEA; or
  - ii. Execute a written declaration that the employee is a member of a bona fide religion, body, or sect which holds a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and pay a sum equal to the agency fee described below to a non-religious, non-labor charitable fund chosen by the employee. The employee shall furnish written proof to the City and RPEA that this contribution has been made.
- c) The condition of employment specified above shall not apply during periods of separation from the representation unit by any such employee but shall reapply to such employee commencing with the first full pay period following the return of the employee to the representation unit. The term separation includes transfer out of the unit, layoff, and leaves of absence with a duration of more than two full pay periods. The condition of employment specified above shall not apply to newly hired employees until the beginning of the third full pay period of employment.
- d) All represented employee members who had Association dues deduction authorizations on file with the Auditor-Controller or the Association, or who may thereafter authorize in writing the deduction of their dues, shall remain on payroll deduction for the term of this Memorandum of Agreement or so long as they are members of the representative units. Members may terminate payroll deductions of dues at the expiration of this Memorandum of Agreement by giving written notice to RPEA during a one-month period between ninety (90) and sixty (60) days prior to the expiration of the term.

### **7.2 Listing of Deductions**

The RPEA shall provide the City Manager with a listing of deductions to be made from represented employees. Said listing will remain in force until amended by RPEA in writing. The Association will give the City at least thirty days advance written notice of any changes in the amount of dues and agency fees to be deducted these amounts. In addition, RPEA shall refund to the City any amounts paid to it in error upon presentation

of supporting evidence. RPEA will hold the City harmless for any liability or errors resulting from errors on the listing provided by RPEA.

### **7.3 Hold Harmless**

RPEA agrees to indemnify and defend the City, its officers, employees and agents and hold it harmless against any and all suits, claims, demands and liabilities that shall arise directly or indirectly out of any action that shall be taken or not taken or on behalf of the City, its officers, employees and agents for the purpose of complying with the foregoing sections.

## **8. Salaries & Miscellaneous Pay**

### **8.1 Salary Adjustments**

(a) Effective the first full pay period in July 2014, all members shall receive a one-time payment of three percent (3%) of their base salary. This is non-pensionable.

(b) Effective the first full pay period in July 2015, all members shall receive a one-time payment of three percent (3%) of their base salary. This is non-pensionable.

(c) Effective the first full pay period in July 2016, all members shall receive a three percent (3%) increase to base salary in pensionable compensation.

### **8.2 Bilingual Pay**

The City and the RPEA have agreed that special compensation shall be given to certain employees in the RPEA bargaining unit whom possess bilingual skills. That is, when the City designates a position or person as bilingually proficient, such an employee in the designation shall first demonstrate a language proficiency of job-related terminology acceptable to the Supervisor and the City Manager. Thereafter, the employee shall be entitled to bilingual pay at the rate of \$100 per month. Said employee shall be subject to re-testing. Bilingual designation shall be at the sole discretion of the City.

### **8.3 Paychecks**

City shall distribute paychecks to employees by noon on payday.

### **8.4 Ratification Bonus**

Upon ratification of this Agreement by RPEA and the City of Rohnert Park, the City shall pay to each employee a ratification bonus of \$500.00. This bonus will be paid in one lump sum in the first full pay period for the fiscal year 2014/15. The ratification bonus is taxable and all regular payroll taxes will be withheld unless deferred into a 457 account.

## **9. Alcohol and Drugs**

The City and RPEA agree to continue to work together to assist any employee who has an alcohol, or alcohol-related, drug or substance abuse problem. It is mutually acknowledged that

continued cooperative efforts would give employees a much better opportunity to recover from this very serious problem.

Since certain City employees are required to drive City vehicles, to think clearly and act responsibly as well as use various types of equipment, and it is known that drinking alcoholic beverages or taking certain drugs may slow a person's reflexes and ability to think clearly. The probability of having an accident is increased after drinking alcohol or taking certain drugs. The City recognizes that this situation could place the employee as well as co-workers and the public at risk of injury.

**9.1 Alcoholic Beverages, or Other Drugs**

Alcoholic beverages, or other drugs which affect an employee's ability to drive or function safely, shall not be used by employees during their assigned regular workday, nor while on assigned standby duty.

**9.2 Off Duty Hours**

If an employee who has been drinking alcohol or using a drug which may impair the employee's ability to drive or function safely receives a call to return to work during off duty hours, the employee must decline the request to work.

**9.3 Prescription Drugs**

Employees using prescription drugs, which affect the employee's ability to work safely must inform their supervisor and may be assigned to other appropriate duties or required to take sick or annual leave.

**10. Smoking**

The City intends to hire employees with the clearly expressed condition of employment that they refrain from smoking.

**11. Grievance Policy and Procedure**

City will comply with the grievance procedure as outlined in Resolution No. 79-22, adopted February 13, 1979, a copy of which is attached hereto. Failure to meet any time line or specifically comply with any other requirement of the grievance procedure constitutes a specific waiver and is a bar to further consideration of the grievance.

**12. Use of City Facilities**

Employees and their spouse, domestic partner, and eligible dependents (as defined in IRS Fact Sheet FS-2005-7), will be allowed to participate with no fee imposed in open gym time and use the weight room and locker room facility at the Sports Center when such facilities are open and also participate in the Lap Swim Program conducted at the City's swimming pools. In the event that the City determines that such use of the Sports Center by spouse, domestic partner, and dependents of employees adversely impacts the public's access to the Sports Center facilities, the parties will re-open this Section 12. Other activities requiring payment of a fee can be discussed with the City Manager for consideration of a waiver of part or the entire fee.

**13. Management Rights**

Except as limited in this Agreement and applicable State laws, the exclusive rights of the City shall include, but not be limited to, the right to determine the organization of city government and the purpose and mission of its departments and agencies, to determine the nature, levels and mode of delivery and to set standards of service to be offered to the public; and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations which are consistent with law and the specific provisions of this Agreement; to direct its employees and establish employee performance standards and to require compliance therewith; to take disciplinary action; to discharge, suspend, reduce in pay, reprimand, withhold salary increases and benefits, or otherwise discipline employees subject to the requirements of applicable laws; to lay off its employees whenever their positions are abolished, or whenever necessary because of lack of work or lack of funds, or other legitimate reasons; to determine whether goods or services shall be made, purchased, or contracted for; to determine the methods, means, and numbers and kinds of personnel by which the City's services are to be provided; including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the City; and to take all necessary actions to protect the public and carry out its mission in emergencies.

**14. Work Curtailment (No Strike Clause)**

Under no circumstances shall any employee individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

**15. Personnel Rules and Regulations**

City agrees to meet and confer with RPEA on any updates or changes to the Personnel Rules & Regulations.

**16. Complete Understanding**

The terms and conditions contained in this MOA represent the full, complete, and entire understanding of the parties of matters within the scope of representation. RPEA acknowledges that certain provisions of this agreement may conflict with resolutions currently in effect regarding employee working conditions or benefits. The provisions of this agreement supersede any previous resolutions or agreements that may be in conflict with provisions of this agreement as of the effective date of this agreement. During the term of this MOA, any side letter between the parties is required to be signed by an authorized representative of RPEA and the City Manager or his or her designee.

**17. Term of Agreement**

This Agreement shall become effective on July 1, 2014 through June 30, 2017 unless extended by mutual agreement of the parties.



**18. Succeeding Agreement**

Negotiations for the period commencing July 1, 2017 shall begin on or before February 1, 2017, by which time RPEA shall submit its proposals to the City Manager. Said submittal shall include an estimated percentage decrease or increase in the cost of same compared to the provisions of this Agreement. City shall, if requested, assist RPEA in a reasonable manner in providing information to determine the percentage increase.

**18.1 Suspension of Agreement**

If during the term of this Agreement, any item or portion thereof of this Agreement is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Agreement shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion, which shall continue in full force and effect.

**18.2 Replacement**

In the event of suspension or invalidation of any article or section of this Agreement, City agrees, that except in an emergency situation, to arrive at a satisfactory replacement for such article or section.

**19. Non-Discrimination**

City acknowledges that in receiving the benefits afforded by this Agreement, no person shall in any way be favored or discriminated against to the extent prohibited by law.

**20. Personnel Files**

An employees or his/her duly authorized representative has the right to inspect his or her personnel file maintained by the City. Employees have the right to respond in writing to anything contained or placed in their personnel file and any such responses shall become part of the personnel file.

**21. Employee Performance Evaluations - Employee Response**

Employees have the right to respond in writing to the evaluation report should they so desire. Said responses should be submitted to the reviewer no later than thirty (30) days.

**22. RPEA Officers**

The City agrees to authorize RPEA Officers up to forty (40) hours of paid leave per fiscal year to be used only for Association business. The forty (40) hours of leave is the total amount in aggregate and may be distributed among RPEA Officers. Officers shall notify and secure permission from their supervisor for such leave.

**CITY OF ROHNERT PARK**

**ROHNERT PARK EMPLOYEES' ASSOCIATION**

\_\_\_\_\_  
Darrin Jenkins, City Manager                      DATE

\_\_\_\_\_  
Angie Smith, Board Official                      DATE

\_\_\_\_\_  
Rick Pedroncelli, Board Official                      DATE

\_\_\_\_\_  
Dennis Wallach, RPEA Representative                      DATE

By: \_\_\_\_\_  
Joseph T. Callinan, Mayor

Resolution Number:

Attest:

\_\_\_\_\_  
JoAnne Buerger, City Clerk

Approved As To Form:

\_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

**Incorporated by Reference.** The following are incorporated in this agreement by reference:

- Listing of RPEA job classes (Attachment "A")
- Retiree Medical Insurance Table (Attachment "B")
- City Council Resolution No. 79-22, adopted February 13, 1979 - *Grievance Policy and Procedure*.
- City Council Resolution No. 80-140, adopted August 11, 1980 - *Regular P/T Employees' Fringe Benefits*.
- City Council Resolution No. 2007-178, adopted October 23, 2007 - *Alternate Benefit*.
- City Council Resolution No. 2001-270, adopted December 11, 2001 – *Catastrophic Leave*
- City's Personnel Rules & Regulations

**CITY OF ROHNERT PARK**  
**Attachment "A"**  
Alphabetical List of RPEA Job Titles  
March 1, 2013

**ACTIVE/BUDGETED**

Accountant  
Accounting Specialist I  
Accounting Specialist II  
Accounting Technician  
Administrative Assistant  
Animal Health Technician  
Animal Shelter Supervisor  
Community Development Assistant  
Community Services Manager\*  
Community Services Program Coordinator  
Community Services Specialist  
Community Services Supervisor  
Deputy Chief Building Official  
Information Systems Operations Mgr.\*  
Information Systems Technician I/II\*  
Management Analyst\*  
Office Assistant I  
Office Assistant II  
Planner III (Reg, P/T)  
Public Safety Records Clerk  
Public Works Inspector  
Purchasing Agent  
Records Supervisor\*  
Secretary I  
Secretary II  
Senior Engineering Technician  
Technical Director  
Theatre Manager\*

**INACTIVE/OBSOLETE OR NON-BUDGETED**

Accountant/Auditor  
Administrative Analyst\*  
Administrative Secretary  
Animal Shelter Technician  
Assistant Civil Engineer  
Associate Planner  
Building Inspector  
Building Official  
Civil Engineer  
Customer Service Representative  
Engineering Technician I  
Engineering Technician II  
Evidence Specialist  
Housing & Redevelopment Assistant  
Housing & Redevelopment Manager  
Housing & Redevel. Project Manager  
Housing Services Assistant  
Performing Arts Specialist  
Project Manager  
Property Technician  
Public Safety Records Technician  
Purchasing Assistant I  
Purchasing Specialist  
Records Clerk/Office Assistant I  
Secretary II/Community Development Assistant  
Senior Account Clerk Utilities  
Utility Billing and Revenue Supervisor\*  
Utility Services Specialist  
Youth Services Specialist

\*FLSA exempt job class.

### Attachment "B": Retiree Medical Insurance Table

\*\*This Appendix only applies to Eligible Employees retiring under the 2013-2014 MOA on or before December 31, 2014\*\*

#### PREMIUM CONTRIBUTION RATE SCHEDULE FROM 7/1/13 THROUGH 12/30/14

##### EMPLOYEES HIRED PRIOR TO JULY 1, 1993 who retire between 7/1/13 and 12/30/14.

City contribution formula at time of retirement is: 80% of the lowest cost premium.	Lowest employee-only premium cost at time of retirement	Lowest employee+1 premium cost at time of retirement	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree only.</i>	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree + eligible others.</i>
80%	\$555.11	\$1,110.22	\$444.09	\$888.18

##### EMPLOYEES HIRED between JULY 1, 1993 and June 30, 2007 who retire between 7/1/13 and 12/30/14.

Years of Service	% of City contribution based on Years of Service	City contribution formula at time of retirement: 80% of the lowest cost premium.	Lowest employee-only premium cost at time of retirement	Lowest employee+1 premium cost at time of retirement	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree only</i>	Ongoing monthly City contribution to retiree premium: <i>Enroll retiree + eligible others.</i>
15-19.99*	50%	80%	\$555.11	\$1,110.22	\$222.04	\$444.09
20-24.99	75%	80%	\$555.11	\$1,110.22	\$333.07	\$666.13
25+	100%	80%	\$555.11	\$1,110.22	\$444.09	\$888.18

\*10 - 19.99 years of service for permanently and totally disabled retirees and deceased employee survivors only.

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