

RESOLUTION NO. 2014-071

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING THE TENTATIVE AGREEMENT ON A THREE YEAR PROPOSAL
WITH THE ROHNERT PARK EMPLOYEES' ASSOCIATION (RPEA)**

WHEREAS, the Rohnert Park Employee's Association (RPEA) has ratified the terms and conditions contained in their Tentative Agreement on a Three Year Proposal with the City of Rohnert Park (City); and

WHEREAS, the City Council wishes to recognize and approve the terms and conditions of the Tentative Agreement on a Three Year Proposal with RPEA.

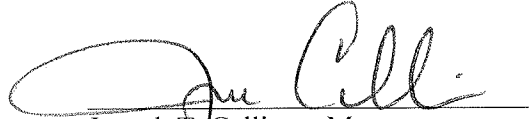
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve the Tentative Agreement on a Three Year Proposal with the RPEA which is attached hereto as Exhibit "A" and incorporated by this reference.

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 24th day of June, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:



JoAnne Buergler, City Clerk

Exhibit A: RPEA TENTATIVE AGREEMENT ON A THREE YEAR PROPOSAL

BELFORTE: Aye MACKENZIE: Aye STAFFORD: Absent AHANOTU: Aye CALLINAN: Aye

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

**CITY OF ROHNERT PARK
AND THE
ROHNERT PARK EMPLOYEES ASSOCIATION (RPEA)**

**2014 MOA NEGOTIATIONS
TENTATIVE AGREEMENT ON THREE YEAR PROPOSAL**

June 17, 2014

The City of Rohnert Park (the "City") and the Rohnert Park Employees Association ("RPEA") have negotiated and reached a tentative agreement on a successor Memorandum of Agreement ("MOA"). No tentative agreement shall be a final agreement except as a part of a total package agreement between the parties. Both parties agree that final approval of the tentative collective bargaining agreement is subject to ratification by RPEA membership and the City of Rohnert Park City Council.

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) In excess of scheduled work hours in any one workday in accordance with Section 1.2 above;~~

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

3. Holidays

3.1 Observed Holidays

Employees shall have the following ~~twelve~~ thirteen and one-half (~~12~~¹³ ½) holidays annually. For each holiday, employees shall receive 8 hours of holiday pay. Employees with alternative 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 alternative 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”

~~“State Admission Day,” September 9~~

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 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.

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. ~~The Parties will work together through the Joint Labor Management Committee to develop a "cafeteria" style benefits plan under the provision of Internal Revenue Code 125 prior to expiration of this MOA. The recommendations of the Joint Labor Management Committee shall be presented to RPEA members in a manner that explains the terms and conditions of the "cafeteria" plan. The RPEA agrees to meet and discuss the "cafeteria" style benefits program, and any changes during the term of the MOA shall be subject to mutual agreement.~~

(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 appropriate comparable health plan offered by the City.
- ii. ~~The City agrees to will contribute up to the following amount per month toward the cost of employee towards medical insurance premiums an amount equal to 80% of the lowest cost health plan at the employee's enrollment level, excluding the Health Savings Account plans:~~

Enrollment Level	2014-2015	2015-2016	2016-2017
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.

New Section:

6.7 (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.

Section 6.17 Retired, Deceased and/or Permanently Disabled Employees

~~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 HAS 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:~~

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 under Section 6.17(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.

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 or Medicare-eligible 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 as outlined in Attachment B, "Retiree Medical Insurance Tables," as modified annually to reflect changes in the premium rates. 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.

- ~~a) To regular full-time or 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 for 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.~~
- e) ~~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."~~

iii. Dental and Vision Benefits For Eligible Employees

- d) ~~For eligible Retired Employees and the survivors of "Deceased Employees" as defined in sections 6.17(1) above, tThe City agrees to provide/offer and pay to regular full-time or regular part-time employees hired before July 1, 2007, the premium benefit(s) as provided for active employees at the time of retirement for life insurance, 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 premium benefit will be prorated for regular, part-time employees.~~
- d) ~~Benefits provided under Section 6.17(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.~~
- e) ~~All dental care and vision care benefits provided under this Section 6.17(1) are subject to the characteristics of each individual benefit program. insurance plan amount in effect and in accordance with the provisions of the life insurance program as of the date of employee's retirement.~~

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

- f) ~~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. 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.~~
- g) ~~Continuous City service is defined as being continuous regular full-time or regular part-time City employment for calculating length of continuous service under Section 6.17(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.~~

- h) Any Retired Employee who, 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, said coverage provided by the City to the retired employee pursuant to ~~Section 6.17(1)~~ 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.
- ~~i) If any spouse or registered domestic partner of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under Section 6.17(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 is/her employer's coverage shall be considered primary.~~

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 after June 30, 2007 on or after July 1, 2007 shall be eligible for the benefits described below in lieu of the benefits described in Sections 6.17(12) 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 as to an employee terminating City employment with ~~ten (10)~~ five (5) or more consecutive years of City service.
- c) Calculation of 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.

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

1. Hired Before July 1June 30, 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 describe 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 totally 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 6.1817(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 6.1817(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 6.1817(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 6.1817(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 6.1817(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 or unpaid leaves do not constitute separation from City service (and therefore will not avoid any previous accrual towards length of continuous service) for the purpose of this section.

- (i) If any retired employee who, 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 6.1817(1) will be considered secondary to the coverage provided by his/her new employer, 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 6.1817(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.

2. ~~Hired After June 30, 2007~~

~~Regular City employees hired after June 30, 2007 shall be eligible for the benefits described below in lieu of the benefits described in Sections 6.17(1) above.~~

- ~~(a) The City will contribute \$75.00 per month for active employees in paid status to a Retiree Health Savings Account (RHSA).~~
- ~~(b) The City's contribution to an employee's RHSA shall be considered vested as to an employee terminating City employment with ten (1) or more consecutive years of City service.~~
- ~~(c) Calculation of contribution will be prorated for regular part-time employees.~~

[Attach Appendix B Retiree Medical Insurance Table]

8. Salaries & Miscellaneous Pay

8.1 Salary Adjustments

~~Salaries will not be subject to a general wage increase during the term of this Memorandum of Agreement. During the term of this agreement, the City will assume the cost of structural compensation increases to retirement and medical benefits as described in this MOA.~~

- (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 pay period for the fiscal year 20014/15. The ratification bonus is taxable, and all regular payroll taxes will be withheld unless deferred into a 457 account.

8.4 Fiscal/Budgetary Impacts

~~If the State of California fiscal crisis continues and substantial funds are extracted from the City or sales tax revenues or other major revenue sources decline to a~~

point where the City must consider a reduction in staffing, City may re-open this Agreement to address salary issues.

17. Term of Agreement

~~17.1~~ Effective Date

This agreement ~~shall~~ is to become effective on July 1, 20132014 through

~~17.2~~ Termination Date

~~This agreement will terminate on~~ June 30, 20142017 unless extended by mutual agreement of the parties.

18. Succeeding Agreement

Negotiations for the period commencing July 1, 20142017, shall begin on or before February 1, 20142017, 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.

FOR THE CITY

Danielle DuCaine 6/17/14
Danielle DuCaine Date

Victoria Perrault 6/17/14
Victoria Perrault Date

FOR RPEA

Dennis Wallach 6/19/14
Dennis Wallach Date

Angela Smith 6.17.14
Angela Smith Date

Richard Pedroncelli 6/17/14
Richard Pedroncelli Date

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 6/30/14

EMPLOYEES HIRED PRIOR TO JULY 1, 1993 who retire between 7/1/13 and 6/30/14.

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 6/30/14.

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.