

RESOLUTION NO. 2014-091

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 PUBLIC SAFETY OFFICERS' ASSOCIATION (RPPSOA)

WHEREAS, the Rohnert Park Public Safety Officer's Association (RPPSOA) has ratified the terms and conditions contained in their Tentative Agreement on a Three Year Proposal with the City of Rohnert Park (City) dated June 30, 2014; and

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

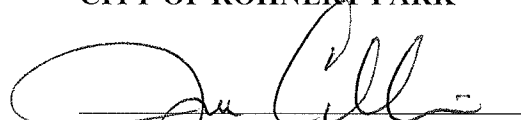
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby approve the Tentative Agreement on a Three Year Proposal with the RPPSOA which is attached hereto as Exhibit "A" and incorporated herein by this reference.

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 22nd day of July, 2014.



CITY OF ROHNERT PARK


Joseph T. Callinan, Mayor

ATTEST:


JoAnne Buergler, City Clerk

Exhibit A: RPPSOA Tentative Agreement on a Three Year Proposal Dated June 30, 2014

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

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

**CITY OF ROHNERT PARK
AND THE
ROHNERT PARK PUBLIC SAFETY OFFICERS' ASSOCIATION (RPPSOA)**

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

June 30, 2014

The City of Rohnert Park (the "City") and the Rohnert Park Public Safety Officers' Association ("RPPSOA") 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 RPPSOA membership and the Rohnert Park City Council.

Section 1.5 – Police and Fire Training Drills [New Language]

For training not scheduled during the employee's scheduled shift, the Department will notify an employee by 1700 hours the previous business day if his/her training is cancelled. Notification of an employee's training cancellation will be accomplished via the text pager system and Department voice mail system. An employee is required to check his/her Department voice mail at 1700 hours the previous business day to the training to check if the training is cancelled. When the training is cancelled by 1700 hours the previous business day, the employee receives no compensation. When an employee's training is cancelled after 1700 hours the previous business day to the training, the employee is entitled to two (2) hours compensation at the overtime rate as described in Section 3.

Section 2.6 – Overtime Cancellation [New Section]

The Department will notify an employee 12 hours prior to a scheduled overtime shift if his/her scheduled overtime shift is cancelled. Notification of an employee's scheduled overtime shift cancellation will be accomplished via the text pager system and Department voice mail system. An employee is required to check his/her Department voice mail 12 hours prior to the scheduled overtime shift to check if the overtime shift is cancelled. When the scheduled overtime shift is cancelled by 12 hours prior to the overtime shift, the employee receives no compensation. When an employee's scheduled overtime shift is cancelled less than 12 hours prior to the start of the overtime shift, the employee is entitled to two (2) hours of compensation at the overtime rate as described in Section 3.

Section 5 – Annual Leave Program [New Language]

- (j) During the term of this Agreement, the parties agree to form an advisory committee to explore mutual benefits of restoring the paid leave accruals in effect prior to July 1, 2011, wherein RPPSOA members accrued separate vacation and sick leave banks.

Section 7.10 Health Plan Coverage

(a) Health Insurance

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

- (i) 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 ~~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)	\$1,327.00	\$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.

Section 7.10 (c) Joint Commitment to Affordable Health Care [New Section]

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 7.19 Retired, Deceased and/or Permanently Disabled-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. “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. Employees Hired on or after July 1, 2007 are entitled to the retiree health benefit set forth in Section 7.21 below.
- d. “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.

2. Retirement Medical Benefit For Employees Hired Prior to July 1, 2007

This Section does not apply to any Eligible Employee electing the Alternate Retiree Medical Benefit option in Section 7.19 - 3. The language in this section has been revised from that contained in the previous MOAs between the City and the Association for the purposes of administrative clarification, and does not represent a change in benefits provided. Retiree insurance contribution formulas will be maintained at the same level as provided at the time of retirement.

- (a) The City agrees to provide/offer and pay insurance premium contribution as specified:
 - (i) To Eligible Employees who retire effective on or before December 31, 2014 and have at least fifteen (15) years of Continuous City Service and

who retire upon reaching retirement age or thereafter and are receiving a retirement allowance from CalPERS, the City will make a medical insurance premium contribution toward the applicable early retirement premium or Medicare-eligible premium as outlined in the attached Appendix A "Insurance Premium Contribution Rate Schedule." To Eligible Employees who have at least fifteen (15) years of Continuous City Service with the City and retire after December 31, 2014, the City will make a medical insurance premium contribution toward the applicable early retirement premium or Medicare-eligible premium as outlined in the attached Appendix A-1 "Insurance Premium Contribution Rate Schedule for Employees that Contribute 50% of the Normal Cost." Coverage will extend to one eligible dependent. Said employees shall be referred to as "Retired Employees."

- (ii) 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.
- (iii) Calculation of premium will be prorated for regular, part-time employees.
- (iv) Employee's must retire concurrent with termination of service with the City to be eligible for this benefit (no vesting).
- (v) The City's share of the premium costs for all retirement benefits as described herein shall not exceed the amount described in the attached Appendix A "Insurance Premium Contribution Rate Schedule," or Appendix A-1 "Insurance Premium Contribution Rate Schedule For Employees that Contribute 50% of the Normal Cost", and shall not include payment of Medicare B premiums.
- (vi) To help defray the costs of retirement medical benefits described above, effective the first full pay period that begins on or after August 1, 2014, Eligible Employees that have not elected to participate in the "Alternate Retirement Medical Benefit Option" provided in Section 7.19(3) below and have not provided the City with written notice of their intent to retire effective on or before December 31, 2014, shall contribute fifty percent (50%) of the normal cost of their respective benefit throughout the course of his or her remaining employment, including all periods the individual is not actively providing service to the City.
 - (a) The parties have calculated fifty percent of the current normal cost to be \$3,932.00 per year (payable in 26 equal payments of \$151.23). An Eligible Employee who maintains his/her existing benefit will pay \$151.23 per pay period on a pre-tax basis beginning with the first full pay period that begins on or after August 1, 2014. These contributions will be irrevocable

and deducted from an employee's bi-weekly paycheck on a pre-tax basis and will end upon retirement. An Eligible Employee who maintains his/her existing benefit may not thereafter withdraw this election for any reason, including actual financial hardship. In addition, no employee will be entitled to receive a refund of these monies for any reason. Any Eligible Employee who leaves City employment and does not retire from the City will forfeit his or her choice of this benefit. The normal cost calculation will be revised with the City's next GASB 45 Actuarial Valuation prepared by the City's actuarial expert utilizing the same discount rate as adopted by the City in its July, 1, 2013 GASB 45 Actuarial Valuation.

(b) Insufficient Paycheck Funds for Deduction of Required Contribution. Since the cost-sharing contribution is mandatory for Eligible Employees that maintain their existing benefits, the employee's obligation to make the contribution does not end when he or she is on a paid or unpaid leave of absence or in any status where there are insufficient funds available in his or her paycheck to cover this contribution after other mandatory deductions have been taken subject to applicable federal tax laws. The employee will be required to make-up any deficiency in cost sharing contributions by a lump sum pre-tax deduction from his or her paycheck within sixty (60) days after the date the employee has sufficient funds to pay the required contributions through payroll, or, if this lump sum payment is not made during this time frame, the City will deduct double the normal deduction amount from each paycheck on a pre-tax basis until all missed contributions are paid in full. If the employee retires from City employment without having paid all mandatory cost sharing contributions, the employee will forfeit the benefit.

(vii) The cost sharing provisions of paragraph (vi) shall not apply to members who provide written notice of their intent to retire effective on or before December 31, 2014; such employees will be subject to the benefits provided in Section 7.19 and Appendix A "Insurance Premium Contribution Rate Schedule."

(b) To regular full-time or regular part-time employees who are hired before June 30, 2007 who are permanently and totally disabled from their occupation and unable to perform with reasonable continuity the material duties of their own occupation and who are retired forth with from the City of Rohnert Park service into CalPERS at the time of permanent or total disability. The City will make a

medical insurance premium contribution toward the applicable early retirement premium or Medicare-eligible premium as specified for:

- (i) Employees who are hired after July 1, 1993 and before June 30, 2007 and are classified as Safety Members under CalPERS; and who have at least two (2) years of continuous service with the City and who receive an industrial disability retirement. The City agrees to pay towards premium cost(s) for City provided/offered medical insurance, life insurance, dental program, and vision care benefits only, fifty percent (50%) of applicable premium cost(s), at the time of industrial disability retirement. Coverage will extend to eligible dependents.
- (ii) Employees who have at least ten (10) years of continuous service with the City and who retire due to a permanent and total disability. The City will make a medical insurance premium contribution toward the applicable early retirement premium or Medicare-eligible premium as outlined in the attached "Appendix A-1 'Insurance Premium Contribution Rate Schedule for Employees that Contribute 50% of the Normal Cost': Insurance Premium Contribution Rate Schedule". Calculation of premium will be prorated for regular, part-time employees. The City's share of the premium costs for all retirement benefits as described herein shall not exceed the amount described in the attached "Insurance Premium Contribution Rate Schedule" Appendix A-1, and shall not include payment of Medicare B premiums. Coverage will extend to eligible dependents.
 - (1) Total disability will be construed as having a disability rating in excess of fifty percent (50%) as determined by Public Employees Retirement System.
 - (2) 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.
 - (3) 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.
- (iii) 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."

- (iv) Except as provided above in section 7.19 - 2.(b)(ii)(2) (a)(2)(a), the City agrees to provide/offer and pay to regular full-time or regular part-time employees hired before June 30, 2007, 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.
- (v) Benefits provided under this section 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.
- (vi) All benefits provided under this section 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.
- (vii) The benefits provided under this section 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 partner 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.
- (viii) 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 this section. 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 void any previous accrual towards length of continuous service) for the purpose of this section.

- (ix) 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 will be considered secondary to the coverage provided by his/her new employer, his/her new employer's coverage shall be considered primary.
- (x) Any spouse or registered domestic partner of a deceased employee or deceased retired employee who is receiving benefit coverage as provided under this section, 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.
- ~~(c) For employees retiring on or before August 27th pursuant to the "Golden Handshake" agreement, the City agrees to "freeze" the City's formula for retiree health benefit in effect at the time of retirement for the period of time that the retiree continues to be eligible for, and receive, retiree medical benefits. For example, if the City will be providing the retiree with a contribution toward premium costs equivalent to 80% of the lowest cost health plan at the employee's enrollment level up to employee plus one dependent at the time of retirement, the City will maintain this formula for eligible medical plans, regardless of modifications that may occur to active employee contribution rates in future memoranda of agreement. Provision of the contribution requires that the retiree meets all other eligibility requirements for participation in the medical plan. These provisions are limited to employees retiring on or before August 27, 2009, and shall not be applicable or precedent setting for current retirees or employees who may retire after that date.~~
- ~~(d). Regular City employees hired after June 30, 2007 shall be eligible for the benefits described below in lieu of the benefits described in Sections 7.19(a) 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 (10) 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 June 30, 2007 may participate as retirees at their own expense in the City's group health insurance.~~

[Attach Appendix A Retiree Medical Insurance Table from 2013/2014 MOU for members that retire by December 31, 2014 under the terms of 2013/2014 MOU.]

[See Appendix A-1 “Retiree Medical Insurance Table For Employees Electing to Maintain Existing Retiree Medical Benefits and Contribute 50% of the Normal Cost”]

APPENDIX A-1: Retiree Medical Insurance Table
For Employees that Contribute 50% of the Normal Cost (Section 7.19(2))

INSURANCE PREMIUM CONTRIBUTION RATE SCHEDULE FROM 7/1/14 THROUGH 6/30/15

EMPLOYEES HIRED PRIOR TO JULY 1, 1993 who retire between 7/1/14 and 6/30/15.

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%	\$554.47	\$1,108.94	\$443.57	\$887.15

EMPLOYEES HIRED between JULY 1, 1993 and JUNE 30, 2007 who retire between 7/1/14 and 6/30/15

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%	\$554.47	\$1,108.94	\$221.78	\$443.57
20-24.99	75%	80%	\$554.47	\$1,108.94	\$332.68	\$665.36
25+	100%	80%	\$554.47	\$1,108.94	\$443.57	\$887.15

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

THIS APPENDIX A-1 IS TO BE AMENDED IN MAY OF EACH YEAR OF THIS AGREEMENT TO REFLECT NEW HEALTHCARE PLAN RATES FOR ELIGIBLE EMPLOYEES THAT RETIRE DURING THE SPECIFIED YEAR.

3. Alternate Retirement Medical Benefit Option For Employees Hired Prior to July 1, 2007 [NEW SECTION]

(a) The Alternative Retirement Medical Benefit

Eligible Employees may voluntarily elect, at the member's sole discretion, to opt out of the retirement medical benefit provided in Section 7.19(2) above.

Eligible Employees electing to opt out of the defined retirement medical benefit provided in Section 7.19(2) and Appendix A / Appendix A-1 of this Agreement must notify the HR Director, in writing, of their irrevocable decision to opt out of the benefit on or before August 1, 2014.

Eligible Employees electing to opt out of the defined retirement medical benefit provided in Section 7.19(2) and Appendix A / Appendix A-1 of this Agreement shall receive the following Alternative Retirement Medical Benefit, which shall be fully vested upon receipt of the Eligible Employee's written notice by the HR Director. Eligible Employees electing this opt-out option shall not be subject to any cost-sharing requirements (i.e., normal cost) during the term of their employment.

- (i) On or before January 15, 2015, after receiving notice of an Eligible Employee's decision to opt out of the defined retirement medical benefit provided in Section 7.19(2) and Appendix A / Appendix A-1 of this Agreement (with such notice due on or before August 1, 2014), the City shall establish a Retiree Health Savings Account (RHSA) (or substantially similar individual investment account in the eligible employee's name) for the Eligible Employee. The City shall contribute \$2,500.00 per year of Continuous City Service for sworn members into the RHSA and \$2,000 per year of Continuous City Service for miscellaneous members into the RHSA. For purposes of the service credit calculation, eligible employees shall receive service credit on a pro rata basis by month and days of service as of January 1, 2015.
- (ii) Upon retirement from the City, the City will provide the Retired Employee with \$500 per month for the cost of retirement healthcare premiums until the Retired Employee reaches the age of Medicare eligibility. These funds shall be provided to each member in a manner to be determined by the parties on or before December 31, 2014. However, the parties agree that these funds shall be provided in a manner that permits each member to utilize the contributions for selecting the medical insurance of his/her choice, and if possible, on a pre-tax basis. In the event of the Retired Employee's death, the benefits provided by the City to the Retired Employee under this section will not continue for the survivors or dependent children of the Retired Employee.
- (iii) Retired Employees may participate at their own expense in the City's group health insurance.

(b) The Alternative Retirement Medical Benefit for 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 7.19(3) above, the RHSA (or substantially similar account) shall be established and funded prior to the date of retirement. As such, employees must give thirty (30) days notice to the Human Resources Director.

(c) Dental and Vision Benefits For Eligible Employees

- (i) Upon retirement, City will provide/offer and pay on behalf of Retired Employees, the premium benefit(s) as provided for active employees at the time of retirement for dental care and vision care benefits for retired employees and one eligible dependent until the Retired Employee reaches the age of Medicare eligibility or elects to leave the City dental and vision system. Calculation of premium benefit will be prorated for regular, part-time employees.
- (iii) In the event of the Retired Employee's death, the benefits provided by the City to the Retired Employee under this section will not continue for the survivors or dependent children of the Retired Employee.
- (iv) Any Retired Employee who, after retirement from the City, becomes employed elsewhere and is covered by 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.

4. Retirement Medical Benefits for Employees Hired On or After July 1, 2007

Beginning July 1, 2014, Employees Hired on or after July 1, 2007 shall be eligible for the following benefits described below in lieu of the benefits described in Sections 7.19(a)(a) above:

- (a) Effective July 1, 2014, the City will contribute \$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.

Section 10. Salaries & Miscellaneous Pay

10.1(a) Salary Adjustments

~~Salaries will not be subject to a general wage increase during the term of this Memorandum of Agreement.~~

- ~~(a) Effective the first full pay period following ratification of this Agreement, all members shall receive a one-time payment of three percent (3%) of their salary (including compensation earnable equal to base + stipends). 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 salary (including compensation earnable equal to base + stipends). This is non-pensionable.~~
- ~~(c) Effective the first full pay period in July 2016, all members shall receive a three percent (3%) wage increase. This is pensionable compensation.~~

~~One-time payments will be included in a regular payroll check or in a separate check at the member's election.~~

10.1 (b) Ratification Bonus [New Section]

Upon ratification of this Agreement by RPPSOA 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 following ratification. The ratification bonus is taxable, and all regular payroll taxes will be withheld unless deferred into a 457 account.

Section 10.6 Shift Differential

- ~~(a) Effective July 1, 2004, Dispatchers shall receive a five percent (5%) of base salary per hour shift differential for all hours worked between four (4) p.m. to seven (7) a.m.~~
- (b) Communication Supervisors shall receive five percent (5%) of base salary per hour shift differential for all hours worked during a scheduled dispatcher shift between four (4 p.m.) and seven (7) a.m. This is not intended to provide shift differential for portions of regular work day shifts that may extend past 4 p.m on an overtime basis.
- ~~(bc) Public Safety Officers, Community Services Officers and Sergeants shall receive a five percent (5%) of base salary per hour shift differential for all hours worked between seven (7) p.m. to seven (7) a.m. This Incentive Pay shall not apply to employees while performing work in the fire Division, except for training.~~

Section 20 Term of Agreement

20.1 ~~Effective Date~~

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

20.2 ~~Termination Date~~

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

Section 21 Succeeding Agreement

Negotiations for the period commencing July 1, 20142017, shall begin upon receipt of notice from either party to the principal of the other, specifically the President of RPPSOA and the City Manager, however, absent an agreement to the contrary, in no event shall negotiations commence later than February 1, 2017. Said submittal shall include an estimated percentage decrease or increase in the cost of proposals compared to the provisions of this Agreement. City shall, if requested, assist RPPSOA in a reasonable manner in providing information to determine the percentage decrease increase.

FOR THE CITY

Danielle DuCaine ^{UP} 7/15/14
Danielle DuCaine Date

Victoria Perrault 7/15/14
Victoria Perrault Date

FOR RPPSOA

Peter Hoffmann Date

Andrew Smith 7/15/14
Andrew Smith Date

Phil Lamaison 7/15/2014
Phil Lamaison Date

Anthony Savas 7-15-14
Anthony Savas Date

Section 20 Term of Agreement

~~20.1 Effective Date~~

This agreement shall ~~is to~~ become effective on July 1, 2013 2014 through

~~20.2 Termination Date~~

~~This agreement will terminate on~~ June 30, 2014 2017 unless extended by mutual agreement of the parties.

Section 21 Succeeding Agreement

Negotiations for the period commencing July 1, 2014 2017, shall begin upon receipt of notice from either party to the principal of the other, specifically the President of RPPSOA and the City Manager, however, absent an agreement to the contrary, in no event shall negotiations commence later than February 1, 2017. Said submittal shall include an estimated percentage decrease or increase in the cost of proposals compared to the provisions of this Agreement. City shall, if requested, assist RPPSOA in a reasonable manner in providing information to determine the percentage decrease increase.

FOR THE CITY

Danielle DuCaine Date

Victoria Perrault Date

FOR RPPSOA

 7/15/2014
Peter Hoffmann Date

Andrew Smith Date

Phil Lamaison Date

Anthony Savas Date