

**RESOLUTION NO. 2015-086**

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

**WHEREAS**, on July 22, 2014, the City Council adopted Resolution No. 2014-092 approving and adopting a Memorandum of Agreement with the Rohnert Park Public Safety Officers' Association (RPPSOA); and

**WHEREAS**, the RPPSOA and City staff have met and conferred in good faith to amend certain terms and conditions of the Agreement effective retroactively to July 1, 2014; and

**WHEREAS**, staff prepared the attached Amendment One (Side Letter Agreement dated March 16, 2015) to the Memorandum of Agreement; and

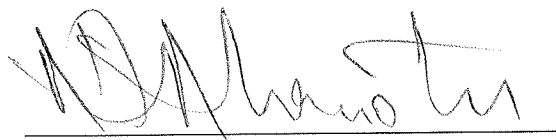
**WHEREAS**, the attached Amendment One (Side Letter Agreement dated March 16, 2015) has been approved by representatives of RPPSOA.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve Amendment One (Side Letter Agreement dated March 16, 2015) to the Memorandum of Agreement for the RPPSOA, effective retroactively to July 1, 2014, which is attached hereto as Exhibit "A" and incorporated by this reference.

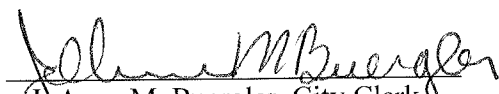
**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.

**DULY AND REGULARLY ADOPTED** this 28<sup>th</sup> day of April, 2015.

**CITY OF ROHNERT PARK**

  
\_\_\_\_\_  
Amy O. Ahanotu, Mayor

**ATTEST:**

  
\_\_\_\_\_  
JoAnne M. Buerger, City Clerk

Attachment: Exhibit A

CALLINAN: AYE MACKENZIE: AYE STAFFORD: AYE BELFORTE: AYE AHANOTU: AYE  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )

**Exhibit A**

**SIDE LETTER AGREEMENT**

**City Of Rohnert Park and the Rohnert Park Public Safety Officers' Association  
March 16, 2015**

The City of Rohnert Park ("City") and the Rohnert Park Public Safety Officers' Association ("RPPSOA") are parties to a Memorandum of Agreement ("MOA") effective July 1, 2014 through June 30, 2017.

Section 2.5 Off-Duty Court Appearance Pay provides as follows:

Employees required appearing in court on City business during off-duty hours shall receive a minimum of three (3) hours pay at the overtime rate of pay as described in Section 3, or overtime compensation as described in Section 3 for the actual hours worked, whichever is greater.

An employee shall only be considered on-duty for that time that he/she is actually at court or activities related to court appearances.

The Department will notify an employee by 1700 hours the previous business day if his/her court appearance is cancelled.

Notification of an employee's court appearance 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 court appearance to check if the court appearance is cancelled.

When the court appearance is cancelled by 1700 hours the previous business day, the employee receives no compensation.

When an employee's court appearance is cancelled after 1700 hours the previous business day to the court appearance, the employee is entitled to two (2) hours compensation at the overtime rate as described in Section 3.

Effective July 1, 2014, the parties agree to amend Section 2.5 of the current MOA to include payment to lateral officers subpoenaed on behalf of their previous agencies by replacing Section 2.5 with the following language:

Employees required to appear in court pursuant to a valid subpoena during off-duty hours shall receive a minimum of three (3) hours pay at the overtime rate of pay as described in Section 3, or overtime compensation as described in Section 3 for the actual hours worked, whichever is greater.

An employee shall only be considered on-duty for that time that he/she is actually at court or activities related to court appearances such as witness preparation conducted by the District Attorney's Office or other prosecuting authority. Travel time to and from a court outside of Sonoma County is paid only when court time and travel time exceeds the three hour minimum. There is no additional pay for per diem allowances, transportation costs and/or lodging.

The Department will notify an employee by 1700 hours the previous business day if his/her court appearance on behalf of the City is cancelled.

Notification of an employee's court appearance 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 court appearance to check if the court appearance is cancelled.

An employee who is subpoenaed by a former jurisdiction is required to check with that jurisdiction prior to 1700 hours the business day prior to the court appearance to check if the court appearance is cancelled.

When the court appearance is cancelled by 1700 hours the previous business day, the employee receives no compensation.

When an employee's court appearance is cancelled after 1700 hours the previous business day to the court appearance, the employee is entitled to two (2) hours compensation at the overtime rate as described in Section 3.

For the City:

For the Association:

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

\_\_\_\_\_  
Rick Bates, RPPSOA President

Date:\_\_\_\_\_

Date:\_\_\_\_\_