

RESOLUTION NO. 2017-034

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
APPROVING THE TENTATIVE AGREEMENT ON A FOUR 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 Four Year Proposal with the City of Rohnert Park (City) dated March 10, 2017; and

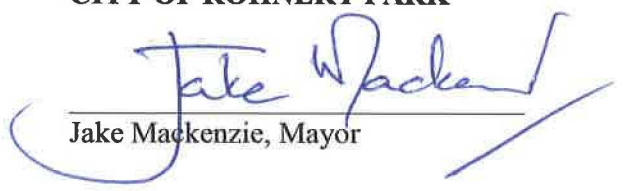
WHEREAS, the City Council wishes to recognize and approve the terms and conditions of the Tentative Agreement on a Four Year Proposal with RPPSOA.

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 Four 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 by the City Council of the City of Rohnert Park this 28th day of March, 2017.

CITY OF ROHNERT PARK


Jake Mackenzie, Mayor

ATTEST:


Caitlin Saldanha, Deputy City Clerk

**Exhibit A: RPPSOA TENTATIVE AGREEMENT ON A FOUR YEAR PROPOSAL
DATED MARCH 10, 2017**

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



MEMORANDUM OF AGREEMENT

Between

THE CITY OF ROHNERT PARK

and the

ROHNERT PARK PUBLIC SAFETY OFFICER'S ASSOCIATION

(RPPSOA)

EFFECTIVE April 2, 2017 (or first day of first pay period
after Council approval) THROUGH JUNE 30,
20172021

EXHIBIT A

TABLE OF CONTENTS

[To be revised]

	Page
1. Hours of Work.....	4
1.1 Regular Work Period for Employees.....	4
1.2 Work Schedules	5
1.3 Dispatchers Shift Rotation	5
1.4 Public Safety Officer Trainees	5
1.5 Police and Fire Training Drills.....	5
1.6 Breaks and Meal Breaks.....	6
1.7 Shift Changes.....	6
1.8 FLSA Overtime.....	7
1.9 Shift Change Day Light Savings Time	7
1.10 Fire Division Schedule	7
1.11 Shift Sign-Up.....	8
2. Contract Overtime/Compensatory Time/Call-Out/Stand-by/Court Appearances.....	8
2.1 Contract Overtime	8
2.2 Compensatory Time	9
2.3 Call-Out	10
2.4 Stand-By	10
2.5 Off-Duty Court Appearance Pay	10
2.6 Overtime Cancellation	11
3. Overtime Calculation	11
4. Holidays.....	12
4.1 Observed Holidays	12
4.2 Holiday Pay.....	13
4.3 Holiday Pay for Detectives	13
4.4 Holiday Pay Rate	13
5. Annual Leave Program	14
6. Military Leave.....	15
7. Other Fringe Benefits.....	15
7.1 Fringe Benefit Administration.....	15
7.2 Regular Part-Time Employees Fringe Benefits	15
7.3 Industrial Injury or Illness.....	15
7.4 Catastrophic Leave.....	16
7.5 Paternity Leave	16
7.6 Family and Medical Leave.....	16
7.7 Light or Limited Duty.....	16
7.8 Americans with Disabilities Act.....	16

TABLE OF CONTENTS
(continued)

	Page
7.9 Payment to Beneficiary.....	16
7.10 Health Plan Coverage.....	17
7.11 Dental Coverage.....	18
7.12 Vision Coverage.....	19
7.13 Adoption Benefit.....	19
7.14 Bereavement Leave	20
7.15 Funeral Expense Benefit	20
7.16 Long-Term Disability Insurance	20
7.17 Life Insurance.....	21
7.18 Deferred Income	21
7.19 Retired, Deceased and/or Permanently and Totally Disabled Employees.....	21
7.20 Clothing Allowance	29
7.21 Education and Training	30
7.22 Longevity and Incentive Pay (P.O.S.T., Detectives, Motor Officers).....	30
7.23 Retirement Program	32
7.24 Dependent Care Assistance Program	34
7.25 Health Care Tax-Free Dollar Account Program.....	34
7.26 Off-Duty Employment	34
7.27 Reinstatement/Specialty Position	34
 8. Age icy Shop and Payroll Deductions	 35
8.1 Agency Shop.....	35
8.2 Deductions	36
8.3 Listing of Deductions.....	36
8.4 Hold Harmless.....	36
8.5 Bargaining Unit Work.....	36
 9. Safety Equipment.....	 37
9.1 Replacement Equipment	37
9.2 Personal Equipment.....	37
9.3 UV Eye Protection (Sunglasses)	37
 10. Salaries & Miscellaneous Pay.....	 38
10.1 (a) Salary Adjustments	38
(b) Ratification Bonus.....	38
10.2 Monthly Salary Schedule	38
10.3 Incentive Pay or Acting Pay.....	38
10.4 EMT Pay	43
10.5 Payday	43
10.6 Shift Differential.....	43
10.7 Bilingual Pay	43

TABLE OF CONTENTS
(continued)

	Page
10.8 Master Officer Program	44
10.9 Fire Marshal Pay.....	45
11. Alcohol and Drugs	45
11.1 Alcoholic Beverages or Other Drugs	45
11.2 Off-duty Hours	45
11.3 Prescription Drugs.....	46
11.4 Special Assignments.....	46
12. Physical and Psychological Fitness.....	46
12.1 Physical Fitness	46
12.2 Fitness Program	46
12.3 Psychological Fitness.....	47
12.4 Psychological Counseling	47
13. Smoking.....	47
13.1 Employees Hired After July 1, 1993	47
14. Grievance Policy and Procedure	47
15. Use of Sport Center and Lap Swimming Program	48
16. Management Rights.....	48
17. Work Curtailment (No Strike Clause).....	49
18. Personnel Rules and Regulations.....	49
19. Complete Understanding	49
20. Term of Agreement.....	50
21. Succeeding Agreement	50
22. Invalidation	50
22.1 Suspension of Agreement.....	50
22.2 Replacement	50
23. Non-Discrimination	50
24. Personnel Files	51
25. Employee Performance Evaluations	51
26. No Contracting Out.....	51

MEMORANDUM OF AGREEMENT

The City of Rohnert Park (City) recognizes the Rohnert Park Public Safety Officers' Association (RPPSOA) as the labor bargaining and representation unit for Public Safety Sergeants, Public Safety Officers ~~I-IVVI~~, ~~Fire Marshal~~, Public Safety Dispatchers, Communications Supervisor, Community Services Officers, Part-Time Dispatchers, and Public Safety Officer Trainees.

Pursuant to Government Code Section 3500 *et seq.*, the representatives of the RPPSOA and the representatives of the City have met and conferred and hereby submit their joint recommendation for salary and benefit compensation for all members of the bargaining unit.

Public Safety Officer Trainees are included in this Memorandum of Agreement with limited terms and conditions only as specified herein.

1. Hours of Work

1.1 Regular Work Period for Employees

- (a) The FLSA work period for all sworn personnel assigned to the Police Division ~~and for the Fire Marshal~~, consists of 28 days. The FLSA work period for all sworn personnel assigned to the Fire Division, ~~except for the Fire Marshal~~, consists of ~~of~~ 27 or 24 days. The FLSA work period for all non-sworn employees consists of 7 days.
- (b) Due to the differences in Work Schedules in Section 1.2 (shift structures and FLSA work periods), actual hourly rates for sworn personnel assigned to the Fire Division may be reduced, as pay for sworn personnel assigned to the Fire Division will be adjusted in such a manner so that the agreed upon monthly wages for each step in any class will be met. This will not result in any reduction in the regular rate of pay for sworn personnel assigned to the Police Division. This adjustment maintains pay parity between the Police and Fire divisions.
- (c) In order to provide public safety services to the community at all times during the day, the City will establish shifts. The City retains the authority to determine the regular start and end times and days of shifts.
- (d) An employee may petition their supervisor, the management designee or the Director of Public Safety, in that order, for dispensation from mandatory overtime on the basis of hardship or other unusual circumstances.

1.2 Work Schedules

Four (4) consecutive work days of ten (10) consecutive hours followed by three (3) consecutive days off; or twelve (12) hour shifts for patrol personnel as described in Exhibit X consisting of three [3] consecutive work days of twelve [12] consecutive hours followed by four [4] consecutive days off followed by four [4] consecutive work days of twelve [12] consecutive hours followed by three [3] consecutive days off, with an employee receiving an eight [8] hour "payback" once every FLSA work period shall constitute the primary workweek for all employees of the bargaining unit, except those assigned to the Fire Division on the Kelly Plan or "2x4" Schedules, and Public Safety Officer Trainees. Under special or unusual circumstances, alternate workweeks can be implemented by the Director of Public Safety through a side-letter agreement with the RPPSOA following a Meet and Confer Process. Such side-letter agreements shall contain a specific expiration date and shall not establish precedent for future cases. The established work cycle shall commence at 12:01 a.m. on Sunday.

1.3 Dispatchers Shift Rotation

Shifts will be rotated among dispatchers in time intervals at the discretion of the Director of Public Safety.

1.4 Public Safety Officer Trainees

Public Safety Officer Trainees' hours of work generally will be to attend and participate in the Basic Police Academy. City reserves the right to make additional work assignments.

1.5 Police and Fire Training Drills

Public Safety Sergeants, Public Safety Officers, and Community Service Officers are required to participate in police or fire training drills unless on approved leave or previously excused in writing by the Director of Public Safety. Sworn employees participating in training drills during a scheduled shift shall be paid at his/her hourly rate of pay in the Division of their shift assignment. If training does not occur during the employee's scheduled shift, the employee will be paid at the overtime rate of pay calculated at the employee's regular rate of pay utilizing the Police Division base pay and all applicable premiums.

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.

1.6 Breaks and Meal Breaks

Public Safety Sergeants, Public Safety Officers, and Community Services Officers are allowed two (2) fifteen (15) minute breaks and a thirty (30) minute paid meal break during assigned shift, but work assignments are priority and paramount and City is not obligated or liable in any manner for meal time or breaks not taken.

Dispatchers will be allowed a thirty (30) minute paid meal period during the shift, however work assignments are priority and paramount and City is not obligated or liable in any manner for meal periods not taken. Dispatchers are encouraged to remain on the work site during their entire work shift. Unless specifically directed to remain on the work site, Dispatchers may elect to leave the work site during the paid meal period.

1.7 Shift Changes

- (a) Employees shall receive at least seventy-two (72) hours (three (3) calendar days) notice of involuntary shift changes for assignments of thirty (30) days or less, except in instances of emergency declared by the Director of Public Safety or an injury to an employee, which, in the City's opinion, necessitates a shift change.
- (b) Employees shall receive at least one-hundred and sixty-eight (168) hours (seven (7) calendar days) notice of involuntary shift changes for assignments in excess of thirty (30) days, except in instances of emergency declared by the Director of Public Safety or an injury to an employee, which, in the City's opinion, necessitates a shift change.
- (c) All work performed as the result of a shift change with less notice than required in (a) or (b) above shall be compensated at the overtime rate until the employee resumes his/her regular shift or the seventy-two (72) hour or one-hundred sixty-eight (168) hour required notice period has expired, whichever occurs first. Regular shift as used here means the employee's normal hours worked prior to the shift change.

1.8 FLSA Overtime

Any sworn employee assigned to the Police Division who works more than one hundred seventy one (171) hours during any twenty-eight (28) day work period, and any sworn employee assigned to the Fire Division who works more than the hours per designated work period permitted by the Fair Labor Standards Act shall be paid at time and one-half his/her regular rate of pay for each hour of work performed in excess of these legally defined maximums. Any civilian employee who works more than forty (40) hours during any seven (7) day work period shall be paid at time and one-half his/her regular rate of pay for each hour performed in excess of this legally defined maximum. Overtime payments shall be calculated at the end of each work period, and shall be paid promptly. The paychecks provided to sworn members working the Kelly Plan or "2x4" schedule described below in Section 1.10 will regularly include a specific amount of FLSA overtime per work period as required by the schedule, and only overtime in excess of that amount will be calculated and paid at the end of each work period. All hours in paid status shall count as "hours worked" in calculating FLSA overtime.

1.9 Shift Change Day Light Savings Time

For shifts worked on the dates on which Day Light Savings Time is adjusted, overtime will be paid for extra time worked if the City prolongs the shift as a result of changing the clock. There shall be no deduction in pay if the City shortens the shift as a result of changing the clock.

1.10 Fire Division Schedule

An adequate number of teams, consisting of no fewer than two (2) RPPSOA members (Sergeants and PSOs) each will work either a 24-hour Kelly Plan or 2x4 schedule to provide minimum round the clock staffing of two (2) or more PSO staffed fire stations. The City reserves the right to implement modified staffing in the event of a declared emergency situation.

- (a) Under the Kelly plan, the work period is a 27-day period. Each team is scheduled for nine (9) 24-hour shifts during the 27 day work period. FLSA overtime will be paid for hours worked in excess of 204 hours for that work period, as provided for in Section 1.7 above.
- (b) Under the 2x4 schedule, the work period is a 24-day period. Each team is scheduled for eight (8) 24-hour shifts during the 24 day work period. The pattern

of the 2x4 schedule is to work 48 consecutive hours followed by 96 hours off. FLSA overtime will be paid for hours worked in excess of 182 hours for that work period, as provided for in Section 1.7-8 above.

- (c) RPPSOA members working the Kelly Plan will receive 162.36 hours of FLSA overtime per year. ~~This overtime pay can be credited as comp time earned. This determination will be made solely at the discretion of the employee. This provision is subject to the limitations in Section 2.2 governing compensatory time.~~
- (d) RPPSOA members working the 2x4 schedule will receive 10 hours of FLSA overtime per 24-day work period. ~~This overtime pay can be credited as comp time earned. This determination will be made solely at the discretion of the employee. This provision is subject to the limitations in Section 2.2 governing compensatory time.~~
- (e) Use of annual leave, sick leave, and related benefit time off for employees regularly assigned to the Fire Division shall be computed by a ratio of 0.71.

1.11 Shift Sign-Up

Patrol shift sign-ups will occur twice a year, generally once during the month of February and once during the month of August. Sign-ups for all shifts will be done by seniority basis by time in grade except when, on a person by person basis, the Director determines a need to do otherwise.

2. Contract Overtime/Compensatory Time/Call-Out/Stand-by/Court Appearances

2.1 Contract Overtime

- (a) City agrees that contract overtime (which includes both non-FLSA overtime, and all FLSA overtime except regularly scheduled overtime resulting from the Kelly Plan or the 2x4 work schedule) will be calculated as described in Section 3, and paid under any of the following circumstances:
 - (i) Work hours over the normal number of hours worked in a single workday (See Section 1.2).
 - (ii) Work hours of a workday beyond the normal number of workdays in the employee's regular work schedule (See Section 1.2).
 - (iii) All hours in paid status shall count as "hours worked" in calculating Contract overtime.

- (b) Dispatchers in a part-time status shall receive compensation for all hours worked over ten (10) hours in a shift at time and one-half the employee's regular rate of pay.
- (c) That compensation as described in Section 1.5 will be paid for all mandated fire drills conducted during employee's off-duty hours.
- (d) Compensation for off-duty full-time employees required to answer the fire service alarm shall be as described in Section 3 with a minimum of three (3) hours call-out pay.
- (e) For Public Safety Officer Trainees Only-Overtime shall be paid in accordance with all applicable State and Federal laws.
- (f) All hours of authorized paid leave (e.g. Annual Leave, Sick Leave, Compensatory Time Off, Bereavement Leave, Paternity Leave, Family Leave, etc.) shall count as "work hours" and "hours worked" in calculating Contract Overtime.

2.2 Compensatory Time

- (a) That a maximum of one hundred and forty (140) hours of compensatory time off may be accrued by mutual agreement of the employee and Director of Public Safety.
- (b) An employee may accrue compensatory time for overtime worked, rather than being paid for the overtime with the exception of FSLA overtime provided pursuant to section 1.10 (c) and (d) above. FSLA overtime provided pursuant to section 1.10 (c) and (d) will be paid in wages. All compensatory time accrued after the adoption of this MOA will be recorded in the police compensatory time bank, regardless of assigned home division.
- (c) The City, at its sole option, may pay off up to seventy-five percent (75%) of the accrued compensatory time. Employees, at their sole option, may be paid for accrued compensatory time.
- (d) An employee must request the use of compensatory time off in writing to his/her direct supervisor, who will provide a written response within 24 hours, granting or denying the specific request. A supervisor may not approve a request from a sworn employee to use compensatory time off in the event granting the request would require the City to fill the employee's shift on an overtime basis. If the request is denied, the sworn employee may resubmit the request for another date. The sworn employee will be provided the opportunity to utilize the requested compensatory time off within one (1) year of the date of the initial request, or the City will pay out the requested amount of compensatory time at the end of the calendar year in which the request was made.

2.3 Call-Out

That call-out for any City Public Safety function during off-duty periods shall be compensated as described in Section 3 with a minimum of three (3) hours call-out pay. Except as otherwise provided in Section 2.5, Call-out time shall include reasonable travel time to and from the employees' residence, appearance in court in response to a subpoena in their off-duty time or other official hearings on City of Rohnert Park business. Extension of shifts, at the beginning or end, will not be considered call-out duty, specifically, thirty (30) minutes before or fifteen (15) minutes after the employee's regular shift.

2.4 Stand-By

- (a) That whenever stand-by is mandatory, employees will be compensated as described in Section 3 for each hour of stand-by, unless otherwise mutually agreed to by the employee and representative of the City.
- (b) That no on-call restrictions or limitations are placed on employees on their off-duty time unless specifically required or agreed to by employee.

2.5 Off-Duty Court Appearance Pay

Employees required to appearing in court pursuant to a valid subpoena 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 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 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.

2.6 Overtime Cancellation

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.

3. Overtime Calculation

Overtime worked by an employee shall be calculated at the employee's regular rate of pay utilizing the Police Division base pay and all applicable premiums.

4. Holidays

4.1 Observed Holidays

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

"New Year's Day,"

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

Friday proceeding "President's Day",

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

The last Monday in May, "Memorial Day,"

"Independence Day,"

The first Monday in September, "Labor Day"

"State Admission Day,"

The second Monday in October, "Columbus Day,"

"Veteran's Day,"

The fourth Thursday in November, "Thanksgiving Day,"

Day after "Thanksgiving

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

"Christmas Day,"

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

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

~~Employees in the job class of Fire Marshal shall observe the listed holidays as non-working days, and shall not be eligible for any in-lieu holiday pay as described in subsequent sections 4.2 through 4.4. Should the Director of Public Safety, at his/her discretion, require that an employee in the job class of Fire Marshal work on a listed holiday, the holiday hours shall be banked at straight time for future use during the fiscal year as a paid day off, to be taken as mutually agreed between the employee and his/her supervisor.~~

4.2 Holiday Pay

Holiday Pay ~~for the full calendar year~~ will be paid ~~twice-once~~ a year, on the first pay ~~date period~~ in ~~December June~~ and first pay period in ~~December~~ to those employees required to work holidays for the holidays worked. Employees can be required to

work as scheduled without any reference to holidays. Holiday pay will be calculated on a straight time basis and compensated at the rate of up to ten (10) hours only. City agrees that taxes withheld for Holiday Pay checks will be annualized to reduce the tax impact on individual checks. Regular part-time employees will be paid holiday pay based on their designated pro-rata weekly work schedule. If an employee receives holiday pay for a holiday and leaves City employment before the occurrence of the holiday, the amount of the holiday pay advanced to the employee for the holiday not worked shall be deducted from the employee's final paycheck.

4.3 Holiday Pay for Detectives

Except ~~at the direction upon the approval~~ of the Director of Public Safety, PSOs assigned to the Detective Division shall utilize holiday paid leave and will not be authorized to work and receive holiday pay and shall not be paid Holiday Pay pursuant to Section 4.2 for the following four (4) holidays annually, specifically:

1. New Year's Day
2. Thanksgiving
3. Day after Thanksgiving
4. Christmas

In the event that PSOs assigned to the Detective Division are ordered to work on any of the four (4) holidays identified above, the employee will receive compensation at time and one-half of his/her regular rate of pay in addition to the Holiday Pay for his/her regularly scheduled work time.

PSOs assigned to the Detective Division may, at their option, volunteer to take-off any remaining City designated holidays. Said employees will notify City by January 15th of each year the designated holidays they anticipate working.

4.4 Holiday Pay Rate

All compensation paid to sworn employees due to the holidays identified above shall be based upon the employee's regular rate of pay in the Police Division.

5. Annual Leave Program

- (a) Effective July 1, 2011 employees shall accrue the following Annual Leave:

Length of Service <u>As a Full-time Employee</u>	Monthly Annual Leave Hours	Yearly Annual Leave Hours
0 to 2 years	13.167 Hours	158 Hours
3 to 5 years	14.5 Hours	174 Hours
6 to 10 years	16.5 Hours	198 Hours
11 to 15 years	18.5 Hours	222 Hours
16+ years	19.83 Hours	238 Hours

- (b) 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. 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.
- (c) Effective July 1, 2011, employees shall not accrue vacation. All existing accumulated vacation shall be converted to Annual Leave.
- (d) 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 consistent with the City's Personnel Rules if there is a demonstrable pattern of abuse.
- (e) Effective April 2, 2017 [or at the beginning the first pay period after Council approval of this Agreement if later], ~~July 1, 2012~~ an employee may accumulate annual leave credits up to a maximum of ~~500~~550 hours of annual leave. Accrual shall cease until the annual leave balance falls below the ~~500~~550 hour annual leave cap.
- (f) Accumulated annual leave shall be converted to cash at the Police hourly rate upon separation from City service. The cash value of the accumulated leave for sworn personnel will be based upon the employee's regular rate of pay in the Police Division.

- (g) Preference for leave scheduling will be on the basis of seniority within classification and/or as has been past practice.
- (h) The City will provide a short term disability insurance program which includes income replacement of 60% and benefits coordination to employees.
- (i) Employees who are off work on a paid leave shall accrue annual leave and maintain all other benefits to the extent consistent with the City's existing Personnel Rules, with any changes to the City's Personnel Rules subject to meet and confer.
- (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.~~

6. Military Leave

The City grants military leave and 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.

7. Other Fringe Benefits

7.1 Fringe Benefit Administration

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.

7.2 Regular Part-Time Employees Fringe Benefits

Regular part-time employees' fringe benefits shall be as provided in City Council Resolution No. 80-140, adopted August 11, 1980, a copy of which is attached hereto.

7.3 Industrial Injury or Illness

Benefits for bargaining unit members who at any time during their employment with the City have been classified as safety members may be eligible under Section 4850 of the California Labor Code and/or City policies for job-related injuries or illness. Sick leave and/or annual leave shall not be used for industrial injury or illness under Section 4850.

7.4 Catastrophic Leave

Leave benefits shall be provided as outlined in City Council Resolution No. 2001-270, adopted December 11, 2001 -*Catastrophic Leave*.

7.5 Paternity Leave

Regular employees may use up to three (3) days accrued sick leave or annual leave for paternity leave, following the birth or adoption of a child.

7.6 Family and Medical Leave

Employees may request an unpaid leave of absence under the *California Family Rights Act (CFRA)* and/or the *Federal Family Medical Leave Act (FMLA)*. Employee request for leave shall comply with the requirements of the *CFRA* and/or the *FMLA*.

7.7 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 slightly from the normal work duties of the employee but shall be duties substantially within the scope of those normally performed by other employees with the same job classification. Such light or limited duty assignment shall not affect the employee's job classification or retirement status (i.e. Safety vs. Non-Safety Retirement). Such light, limited, or modified duty shall terminate when the employee is physically able to perform all his/her normal work duties; when the City is no longer able reasonably to accommodate the employee's restrictions; or as otherwise permitted by law.

7.8 Americans with Disabilities Act

The City and RPPSOA recognize that the City has an obligation under law to comply with the *Americans with Disabilities Act (ADA)*, and disability provisions of the California Fair Employment and Housing Act (FEHA).

7.9 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 vacation 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.

7.10 Health Plan Coverage

The City shall provide the insurance programs described in this Section. Pursuant to Section 7.1, 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.

(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); REMIF Self Insured Plans, including ~~or Anthem Blue Cross Prudent Buyer Plan~~ Traditional \$250 and \$500 Deductible Plans and HSA (also known as the Anthem Blue Cross Prudent Buyer Plan); Sutter Health, 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:

Enrollment Level	2014-015 <u>7/1/16-6/30/18</u> 7/1/16-6/30/18	20152018- <u>20162019</u>	20162019- <u>20172020</u>	<u>2020-</u> <u>2021</u>
Employee Only (Single)	\$469.00 <u>\$500</u>	\$485.00 <u>\$500</u>	\$500.00 <u>\$515</u>	<u>\$530</u>
Employee + 1 (Two Party)	\$938.00 <u>\$1,000</u>	\$971.00 <u>\$1,000</u>	\$1,000.00 <u>\$1,030</u>	<u>\$1,060</u>
Employee + 2 (Family)	\$1,327.00 <u>\$1,400</u>	\$1,373.00 <u>\$1,400</u>	\$1,400.00 <u>\$1,450</u>	<u>\$1,500</u>

- (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) Alternate Benefit

Employees who opt out of medical coverage are eligible to receive an alternate benefit in the amount of \$350 per month (provided as specified below) if they satisfy the following conditions:

1. The employee must provide proof of and attest to having minimum essential coverage as defined by the Internal Revenue Service (IRS) through another group health plan (or other plan deemed acceptable by the IRS) for the employee and for all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable plan year to which the opt out payment applies;
2. The employee must provide the City with proof of and attestation to coverage every plan year. Such proof and attestation must be provided at the time the employee first wishes to opt out of City-provided medical insurance, and during Open Enrollment each year thereafter, so long as the employee wishes to continue to opt out of City provided medical coverage.

Eligible employees who provide proof of health insurance coverage from a source other than the City shall receive an alternate benefit of \$350.00 per month. This alternate benefit shall be provided as a contribution to the employee's deferred compensation account or for the purchase of supplemental life insurance and/or any other eligible benefit program approved and authorized by the City outlined in City Council Resolution No. 2007-178, adopted October 23, 2007. Public Safety Officer Trainees shall be excluded from receiving an Alternate Benefit. City and RPPSOA agree to meet and confer regarding a revised Alternate Benefit program. The alternate benefit program meets all requirements for exclusion from "regular rate" calculations.

(c) 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.

(d) Re-Opener If Needed To Address Requirements Of, Or Changes To Affordable Care Act

If, during the term of this Agreement, the legal requirements of the Affordable Care Act, or its successor, have an impact on City rights and obligations regarding health benefits for City employees that cause the provisions of Article 7.10 to be out of compliance with law, the parties agree to re-open Article 7.10 in order to meet and confer over such impacts.

7.11 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 Agreement. 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 (e.g., employee, spouse/domestic partner, dependents) 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) Eight-five percent (85) of the cost of the 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.

7.12 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 Agreement. 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 framed lenses referenced above.

7.13 Adoption Benefit

The City will provide 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.~~

7.14 Bereavement Leave

- (a) A regular employee shall be paid up to thirty (30) hours for non-sworn personnel and thirty-six (36) hours for sworn personnel of bereavement leave when there is a death in their immediate family.
- (b) Additionally, a regular employee may, subject to approval of the department head, use twenty (20) hours of the employee's accrued sick leave (or annual leave if the employee maintains no sick leave) if the employee must travel out of the area, i.e. at least 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, grandparents-in-law, grandchildren and relationships in *loco-parentis* and close personal relationships with the approval of the City Manager and or his/her designee.

7.15 Funeral Expense Benefit

The City will provide fifty percent (50%) co-payment, not to exceed \$2,000, for funeral expenses for an employee or the employee's spouse. 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.

7.16 Long-Term Disability Insurance

- (a) Employees represented by this Agreement will obtain his/her long-term disability insurance coverage from a private PORAC sponsored long-term disability program.
- (b) The City agrees to collect monthly insurance premiums from employees for private PORAC sponsored long-term disability plan and remit the collected premium to Myers –Stevens & Company. The City will accomplish collection of insurance premiums by monthly deductions from the employee's paycheck. All employees represented by this Agreement must have a signed insurance premium deduction authorization form on file with the City's payroll office. RPPSOA will hold the City harmless from any liability or errors resulting from the collection and remittance of insurance premiums.
- (c) Employees represented by this Agreement shall join and maintain his/her long-term disability insurance with the private PORAC sponsored long-term disability program, subject to the provisions of the insurance plan.
- (d) RPPSOA agrees to indemnify the City, its officers, employees and agents and hold it harmless against any and all suits, claims demands and liability that shall arise directly or indirectly out of any action that shall be taken by the City, its officers, employees and agents from the discontinuance of the long-term disability plan provided by Standard Insurance, for permitting employees represented by this Agreement to establish a private long-term disability insurance plan and pay for it individually through payroll deduction and for complying with the foregoing sections.

7.17 Life Insurance

- (a) The City will provide, at no premium cost to employees, \$50,000 life insurance coverage provided to employees and \$1,000 for spouse, domestic partner and dependents, and which coverage includes accidental death and dismemberment benefits.

- (b) The City will allow, subject to the insurance carrier's approval, any employees to purchase, at their own cost, additional life insurance coverage under the City's group program.

7.18 Deferred Income

- (a) The City will continue to make available to the employees a deferred income program, such as that now being administered by Nationwide Retirement Solutions and ICMA or a similar program with another institution acceptable to City.

7.19 Retired, Deceased and/or Permanently and Totally Disabled Employees

This section 7.19 (including subsections) applies only to employees hired prior to July 1, 2007, and providing continuous City service since that time. 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 to current employees or retirees.

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 7.19—4 below.~~
- (cd) "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) Employees 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.~~

~~(1) 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 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.~~

~~(2) 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 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" 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 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), 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 Medicare, 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.~~

32. ~~Alternate Retirement Health~~ Medical ~~Benefits Option~~ For Employees Hired Prior to July 1 2007

(a) ~~The Alternative Retirement Medical Benefits~~

Eligible Employees ~~had the option~~ may voluntarily elect, at the member's sole discretion, to opt out of the retirement medical benefit provided ~~previously, and all employees hired before July 1, 2007 who are currently in the unit elected to opt out, and are therefore covered by the provisions below 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 ~~hired before July 1, 2007~~ 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 received~~ the following ~~Alternative Retirement Medical Benefit, which is shall be fully vested upon receipt of the Eligible Employee's written notice by the HR~~

~~Director~~. Eligible Employees who electing this opt-out option shall not be subject to any retiree medical 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), t~~The City shall established 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 contributed \$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 received 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 with \$500 per month for the cost of retirement healthcare premiums and qualified health care expenses until the Retired Employee reaches the age of Medicare eligibility. These funds shall be provided to each member on a pre-tax basis (to the extent permitted by law), through a Retiree Health Care Reimbursement Account (RHRA)~~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, subject to applicable group health insurance plan requirements.

~~(b) 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.~~

(b) 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.

- (ii) 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) 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.

43. Retirement ~~Health 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:

- (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 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.

7.20 Clothing Allowance

- (a) That the City will provide, to newly employed sworn personnel, an initial set of uniforms (i.e., two (2) sets of Class B/BDU Uniforms Pants, two (2) Class B/BDU Long Sleeve Shirts, two (2) Class B/BDU Short Sleeve Shirts; One (1) Wool/Class A Uniform Pants, One (1) Wool/Class A Long Sleeve Shirt, one (1) Ike Jacket; one (1) nylon duty belt

and inner belt; two (2) training shirts; two (2) fire T-shirts; Tie and Tie Bar and two (2) uniform hats) to those employees required to wear them. The value of the uniforms provided to newly employed sworn personnel does not exceed \$900. The City will provide the uniform maintenance allowance specified in (b) below, and will not otherwise provide or pay to replacement-issue uniforms after the initial set (e.g., the City will not replace or pay for damaged, worn out, or lost uniforms) as and when deemed necessary by the City.

- (ba) The City will provide a Uniform Maintenance Allowance of ~~two hundred and forty dollars (\$240)~~ \$1,080 per calendar year for sworn personnel, and \$540 per calendar year for Community Services Officers. The Uniform Maintenance Allowance shall be to be paid monthly, and the City will comply with CalPERS' requirements for reporting these allowances. Under current CalPERS regulations, uniform allowances are to be reported to CalPERS only for Classic members. The uniform maintenance allowances shall be prorated for the 2017 calendar year to reflect the effective date of the increase to the allowance provided by this section.
- (cb) The Department will provide the necessary Academy uniforms for Public Safety Officer Trainees.
- (d) The City will provide required safety equipment, including but not limited to firearms, duty belts, ballistic vests, fire turnout gear, fire station boots, and wild land gear.

7.21 Education and Training

- (a) 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 Department Head 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.

7.22 Longevity and Incentive Pay (P.O.S.T., Detectives, Motor Officers)

- (a) City will continue to provide longevity pay to employees, based on continuous years of service (as defined in Section 7.19 (1)(d) as follows:

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

- (i) 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 1 and July 1 and not on an employee's employment anniversary date.
- (ii) For employees hired after 10/10/95, the longevity program as outlined above does not apply.

~~(b) For employees hired after 10/10/95, which are not eligible for longevity pay as outlined in paragraph (a) above, the following educational pay benefit shall be provided.~~

~~(i) Associates of Arts Degree (AA or AS)~~

~~Effective July 1, 2003, Sergeants, PSOs and CSOs shall receive 1.8% of base salary per month Incentive Pay and Dispatchers and Communication Supervisor shall receive 2.4% of base salary per month Incentive Pay.~~

~~(ii) Bachelor of Arts or Science Degree (BA or BS)~~

~~Effective July 1, 2003, Sergeants, PSOs and CSOs shall receive 2.8% of base salary per month Incentive Pay and Dispatchers and Communication Supervisor shall receive 3.6% of base salary per month Incentive Pay.~~

~~(iii) The Incentive Pay payments provided above are not cumulative.~~

~~Incentive Pay is paid for only one of the two degrees per employee. In no event shall an employee be paid for more than one degree.~~

~~(iv) The Incentive Pay payments are authorized only for Associate of Arts (AA) or Associate of Science (AS) degrees and Bachelor of Science (BS) or Bachelor of Arts (BA) degrees from an accredited college or university. A copy of the degree must be provided for validation and approval of payment.~~

~~(be)~~ The City will provide a P.O.S.T. Certification Incentive Pay to Sergeants, Fire Marshal, Corporal/Fire Lieutenant, and Public Safety Officers based upon receipt of Intermediate, or Advanced, or Supervisory P.O.S.T. Certification. The amount of the Intermediate P.O.S.T. Certification Incentive Pay will be four and one half (4.5%)

percent of base salary per month ~~effective January 1, 2007~~. The amount of the Advanced P.O.S.T. Certification Incentive Pay will be seven (7) percent of base salary per month ~~effective January 1, 2007~~. The payments provided above are not cumulative. The amount of the P.O.S.T. Supervisory Certificate (Sergeant Only) will be nine (9) percent of base salary per month. Only one of the ~~two~~ P.O.S.T. Certification Incentive Pays is paid per employee._

~~(d) For all employees hired after July 1, 2011, all Incentive Pays associated with work performed as part of a "special" or "extra" assignment will be paid only for hours actually worked performing the special or extra duty. Incentive Pays received by employees hired before July 1, 2011 will continue to be administered according to practices in effect as of June 30, 2011.~~

~~(c) (i) Detective Division Premium.~~ The City will provide Incentive Pay to Sergeants and PSOs assigned to the Detective Division (including, but not limited to the Gang Task Force, Special Enforcement Unit, Computer Crimes Task Force, COPS unit, and Narcotics Task Force) of five (5) percent of base salary per month.

~~(d) (ii) Motorcycle Patrol Premium.~~ The City will provide Incentive Pay to Public Safety Officers assigned to motorcycle duty of five (5) ~~three (3)~~ percent of base salary per month ~~effective July 1, 2004~~.

~~(iii) The City will provide Incentive Pay to Public Safety Officers assigned as the Police Canine Handler of three (3) percent of base salary per month. Canine officers shall be compensated for canine care as follows: On days when canine officers are scheduled for regular assigned work shifts, canine officers will report for duty after the first hour of their regularly scheduled shift or leave work one hour prior to the end of their shift as determined by the schedule. On days when canine officers are not scheduled to work a regular assigned work shift, canine officers will record one half hour of overtime for the purpose of canine care.~~

~~(e) Sergeants who possess the P.O.S.T. Supervisory Certificate shall be eligible for two (2) percent of base salary supervisory pay._~~

~~(fe)~~ Community Service Officers who have successfully completed either/or both the P.O.S.T. Field Evidence Technician and Field Evidence Technician-Advanced courses shall be eligible for two and one-half (2.5) percent of base salary differential pay. ~~Any Community Service Officer (CSO) who is qualified and assigned to the specialty position~~

~~of Property Technician shall receive an additional five percent (5%) of base salary per month pay.~~

7.23 Retirement Program

(a) ~~(a)~~ Effective July 1, 2007, the City will provide the California Public Employees' Retirement System (CalPERS) three percent (3%) at fifty (50) retirement program to local safety members and the CalPERS two and seven tenths percent (2.7%) at fifty five (55) retirement program to Public Safety Officer Trainees, Community Services Officers, and Dispatchers. Effective July 1, 2011, as agreed to by all miscellaneous employees of the City, the City will provide the California Public Employees' Retirement System (CalPERS) two percent (2.0%) at fifty-five (55) program to Public Safety Officer Trainees, Community Services Officers, and Dispatchers hired on or after July 1, 2011. The City will continue to provide the "one-year highest compensation" optional provision in its contract with CalPERS per CalPERS Section 20024.2 for employees in the programs listed above. Effective July 1, 2011, or as soon thereafter as agreed to by all safety employees of the City, the City will provide the California Public Employees' Retirement System (CalPERS) three percent (3.0%) at fifty• five (55), highest three year average program to local safety members hired on or after the date the contract with CalPERS is amended. Effective August 1, 2011, all employees, regardless of program, will pay the required member contribution; however, in no event shall local safety members contribute more than 9% to CalPERS for their retirement benefits. Similarly, in no event shall miscellaneous employees contribute more than 8% to CalPERS for their respective retirement benefits.

(b) ~~The required employee cost sharing of employer costs described in this Section 7.23 (b) (including all subsections), shall be implemented pursuant to Government Code Section 20516 (f). The parties mutually recognize and acknowledge that these cost-sharing provisions satisfy the maximum cost-sharing terms set forth in Government Code section 20516.5, and that the cost sharing provisions will continue beyond the expiration of this Agreement.~~

(i) Required Safety Employee Cost Sharing of Employer Costs Through June 30, 2018

Concurrently with the salary increases provided pursuant to section 10.1 (effective April 2, 2017), and through June 30, 2018, local safety members participating in the 3% at 50 or 3% at 55 retirement plan formulas shall pay, through payroll deduction, the required 9% member contribution, and an additional one percent (1%) of PERSable

compensation for a total contribution of ten percent (10%) toward the cost of pension benefits.

(ii) Required Safety Employee Cost Sharing of Employer Costs July 1, 2018 Through June 30, 2019

Effective July 1, 2018, and through June 30, 2019, local safety members participating in the 3% at 50 or 3% at 55 retirement plan formulas shall pay, through payroll deduction, the amounts described in subsection 7.23(b)(i) above, and an additional one percent (1%) of PERSable compensation for a total contribution of eleven percent (11%) toward the cost of pension benefits.

(iii) Required Safety Employee Cost Sharing of Employer Costs Beginning July 1, 2019, and Continuing Thereafter

Effective July 1, 2019, and continuing thereafter, local safety members participating in the 3% at 50 or 3% at 55 retirement plan formulas shall pay, through payroll deduction, the amounts described in subsection 7.23(b)(ii) above, and an additional one percent (1%) of PERSable compensation for a total contribution of twelve percent (12%) toward the cost of pension benefits. This required cost sharing requiring safety employees to pay 12% of PERSable compensation toward the cost of pension benefits shall continue and constitute the status quo ante for all purposes and state statutes after the expiration of this Agreement on June 30, 2021.

(iv) Required Miscellaneous Employee Cost Sharing of Employer Costs July 1, 2018 Through June 30, 2019

Effective July 1, 2018 and through June 30, 2019, miscellaneous employees participating in the 2.7% at 55 or 2.0% at 55 retirement plan formulas shall pay, through payroll deduction, the required 8%-member contribution amounts (8% for 2.7% at 55 plan, and 7% for the 2.0% at 55 plan), and an additional one-half percent (0.5%) of PERSable compensation for a total contribution toward the cost of pension benefits of eight and one-half percent (8.5%) for the 2.7% at 55 plan, and seven and one-half percent (7.5%) for the 2.0% at 55 plan ~~toward the cost of pension benefits.~~

(v) Required Miscellaneous Employee Cost Sharing of Employer Costs July 1, 2019 Through June 30, 2020

Effective July 1, 2019 and through June 30, 2020, miscellaneous employees participating in the 2.7% at 55 or 2.0% at 55 retirement plan formulas shall pay, through payroll deduction, the amounts described in subsection 7.23(b)(iv) above, and an additional one-half percent (0.5%) of PERSable compensation for a total contribution toward the cost of pension benefits of nine percent (9%) for the 2.7% at 55 plan, and eight percent (8%) for the 2.0% at 55 plan toward the cost of pension benefits.

(vi) Required Miscellaneous Employee Cost Sharing of Employer Costs Beginning July 1, 2020, and Continuing Thereafter

Effective July 1, 2020, and continuing thereafter, miscellaneous employees participating in the 2.7% at 55 or 2.0% at 55 retirement plan formulas shall pay, through payroll deduction, the amounts described in subsection 7.23(b)(v) above, and an additional one-half percent (0.5%) of PERSable compensation for a total contribution toward the cost of pension benefits of nine and one-half percent (9.5%) for the 2.7% at 55 plan, and eight and one-half percent (8.5%) for the 2.0% at 55 plan toward the cost of pension benefits. This required cost sharing requiring miscellaneous employees to pay a total of 9.5% and 8.5% respectively of PERSable compensation toward the cost of pension benefits shall continue and constitute the status quo ante for all purposes and state statutes after the expiration of this MOU on June 30, 2021.

New Employees Hired On or After January 1, 2013

Effective January 1, 2013, the City will provide the following retirement benefits to employees who meet the definition of a new member under Gov't. Code 7522.04(f) and who are hired on or after January 1, 2013: CalPERS two point seven percent (2.7%) at fifty-seven (57), highest three year average program to new local safety members; and two percent (2.0%) at sixty-two (62), highest three year average program to new miscellaneous members.

Effective, July 1, 2013, new local safety members and new miscellaneous members hired on or after January 1, 2013, shall contribute at least fifty percent (50%) of the normal cost rate to CalPERS.

Pensionable compensation does not include monies paid to new 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).

- (b) Except as otherwise specified in the cost sharing provisions of sections of this MOA or negotiated in the future, ~~The~~ City will absorb any employer contribution rate increases ~~for safety members~~ required by CalPERS.
- (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 obligation even if an outside agency imposes or determines there to be a financial obligation for the City or the employee.
- (d) 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 upon retirement for the 5.0% annual maximum cost-of-living allowance increase as defined in Section 21335.

7.24 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.

7.25 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.

7.26 Off-Duty Employment

Members of the Unit will continue to be eligible for employment by third parties during off-duty hours. The Association and the City will negotiate a side-letter

agreement on off-duty employment which will consist of various provisions, including, but not limited to, the Director of Public Safety retaining discretion and authority to approve of third-party employment and a mandatory release/hold harmless/indemnification agreement to be executed by the outside employer in favor of the City. The parties will negotiate the additional terms of the side-letter agreement no later than ~~December~~March 1, 20172.

7.27 Reinstatement/Specialty Position

If an employee is removed from a specialty assignment or position due to the elimination of the position by the City and/or the Department, the employee shall be given the option to return to the position should the position be reinstated within 18 months and if the employee has maintained any certifications required for the position. If the employee declines to resume his/her duties in the specialty assignment or position, the Department will follow existing protocols for filling the position.

8. Agency Shop and Payroll Deductions

8.1 Agency Shop

- (a) The RPPSOA may, at its sole discretion, choose to adopt an Agency Shop pursuant to Government Code Section 3502.5. If adopted, the City will recognize the Agency shop as applying to all regular full-time and regular part-time employees represented by the Bargaining Unit.
- (b) If the RPPSOA adopts agency shop in Section 7.1 (a) above, then the following apply:
 - (i) It is recognized that RPPSOA 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 in the unit whether or not they are members of RPPSOA.
 - (ii) All employees in the representation unit, excluding supervisory or confidential employees who have chosen not to join the RPPSOA pursuant to Government Code Section 3502.5 (c), shall, as a condition of continued employment, beginning with the second full pay period after such effective date and until the termination of the Agreement, either:
 - (1) Become a member of RPPSOA; or

- (2) 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
 - (3) Pay a sum equal to the agency fee described in subsection 7.3 to a non-religious, non-labor charitable fund chosen by the employee from participating agencies of the United Way of Sonoma- Mendocino-Lake. The employee shall furnish written proof to the City and RPPSOA that this contribution has been made.
- (iii) 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 third 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.
 - (iv) 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 RPPSOA during a one-month period between ninety (90) and sixty (60) days prior to the expiration of the term.

8.2 Deductions

The RPPSOA shall be provided with monthly payroll deduction of Association dues, service fees, and premium amounts for insurance programs sponsored by the employee's organization at no cost to the employee organization.

8.3 Listing of Deductions

The RPPSOA 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

RPPSOA in writing. RPPSOA will hold the City harmless for any liability or errors resulting from errors on the listing provided by RPPSOA.

8.4 Hold Harmless

RPPSOA 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.

8.5 Bargaining Unit Work

- (a) The RPPSOA and City agree that the use of an auxiliary firefighter volunteer corps, reserve peace officers, per diem and other temporary employees or volunteers is intended to supplement and not supplant members of the bargaining unit.
- (b) Available Sergeant overtime shifts shall be offered to members of the bargaining unit to fill on a voluntary basis. Overtime shifts not filled by members of the bargaining unit on a voluntary basis will be filled by members on a mandatory basis as assigned by the Director of Public Safety or his/her designee.
- (c) Nothing in this section prevents the Director of Public Safety from making any assignments that he/she deems necessary for effective response to a natural disaster or catastrophic emergency.
- (d) The City retains the right to retain consultants for limited duration to conduct training and/or render services that cannot be performed by members of the bargaining unit.

9. Safety Equipment

9.1 Replacement Equipment

City will continue to furnish Public Safety Officers with replacement equipment as needed for the equipment that the City is required to furnish per the Government Code. Said equipment includes, but is not limited to, department-issued weapons, holster, belt and ammunition, nightstick, handcuffs, safety vests, raincoats and rain boots. Equipment furnished by City shall remain the property of City with the exception of any personal purchases made by present officers.

9.2 Personal Equipment

City shall replace, with the Director of Public Safety's approval, any personal equipment lost, destroyed or damaged beyond repair while used in the line of duty. This section 9.2 shall not apply to uniforms (see Section 7.20). Items shall not be replaced if worn because of normal wear and tear.

9.3 UV Eye Protection (Sunglasses)

City will reimburse for sunglasses providing UV protection, not to exceed sixty-five (\$65) per employee per year, for use by Public Safety Sergeants, PSOs and CSOs authorized to operate Public Safety vehicles and motorcycles.

10. Salaries & Miscellaneous Pay

[The job descriptions will describe the detailed requirements for the newly established classifications.]

10.1 Revised Classification Plan and Salary Structure

(a) Salary AdjustmentsGeneral Provisions

Effective April 2, 2017 [or the first date of the first pay period after Council adoption of this Agreement, if later], the City will implement a new classification and salary schedule for employees in the bargaining unit, including the classifications and salary schedules set forth below and described in the related job descriptions. The City and Association have met and reached agreement regarding the appropriate classification and step placement for all employees currently in the bargaining unit, and this determination is final and shall not be subject to challenge under the grievance procedure.

The parties recognize that the City must comply with the law and CalPERS rules and regulations regarding compensation reporting and related pension requirements. If necessary during the term of this Agreement, the Association agrees to meet and confer at the request of the City for the narrow and specific purpose of complying with CalPERS rules, regulations, and directives pertaining to reporting compensation.

(b) PSO I-IV Classifications

(i) PSO I: The PSO I is the entry level classification with the requirements as set forth in the Public Safety Officer I job description.

(ii) **PSO II:** The PSO II classification requires successful completion of probation at the PSO I level and completion of the Fire Academy.

(iii) **PSO III:** The PSO III classification requires all of the requirements of PSO II and the achievement of the Department's qualifications to be a Fire Engineer, including the following:

(1) Fire Engineer shall be defined as any employee who has been fully qualified both mentally and physically capable to operate one or more pieces of City-owned firefighting pumping apparatus.

(2) Each qualified Fire Engineer must receive at least ten (10) hours of refresher training provided by the Department of Public Safety each year. Any Public Safety Officer not completing the annual training will be subject to demotion for failing to maintain his/her qualification.

(3) The required hands-on field-testing for Fire Engineer shall be done at random by lottery, and at any time.

(iv) **PSO IV:** The PSO IV classification requires all of the requirements of the PSO III classification and completion of (1), (2), and (3) below:

(1) Minimum of ten (10) years of full-time peace officer or firefighter experience, of which a minimum of five (5) years shall be service with the City of Rohnert Park, and

(2) Possession of a P.O.S.T. Intermediate Certificate or higher, and

(3) Any one of:

(i) Associate of Arts degree or higher from an accredited college, or

(ii) Actively seeking a Bachelor's degree from an accredited college, with a minimum of two years completed ("actively seeking" means the successful completion of courses towards a Bachelor's degree in two of the three most recent semesters or quarters, with a total of at least six (6) semester units completed during that period), or

(iii) Assigned one or more of the Special Assignments listed below, ~~or have held two or more of the Special Assignments~~ within the past five (5) years. Special Assignments to be considered for this program are:

Acting Shift Supervisor; Field Training Officer; Fire Engineer; Detective; COPS; Special Enforcement Unit; Gang Officer; Police Canine Handler; School Resources Officer; Firearms Instructor; Defensive Tactics Instructor; Driving Instructor; Motors; Traffic; Malt; Field ID Technician; OES Coordination Team, or other assignments deemed qualifying by the Director of Public Safety.

(c) Salary/Pay Schedules

Effective April 2, 2017 [or the first date of the first full pay period after Council approval of this Agreement, if later], the hourly pay schedule for all represented classifications will be set as follows:

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>PSO I</u>	<u>\$33.41</u>	<u>\$35.08</u>	<u>\$36.84</u>	<u>\$38.68</u>	<u>\$40.61</u>	<u>\$42.44</u>
<u>PSO II</u>	<u>\$34.25</u>	<u>\$35.96</u>	<u>\$37.76</u>	<u>\$39.65</u>	<u>\$41.63</u>	<u>\$43.50</u>
<u>PSO III</u>	<u>\$35.45</u>	<u>\$37.22</u>	<u>\$39.08</u>	<u>\$41.03</u>	<u>\$43.08</u>	<u>\$45.02</u>
<u>PSO IV</u>	<u>\$37.22</u>	<u>\$39.08</u>	<u>\$41.03</u>	<u>\$43.08</u>	<u>\$45.24</u>	<u>\$47.27</u>
<u>Sergeant</u>	<u>\$44.85</u>	<u>\$47.09</u>	<u>\$49.44</u>	<u>\$51.92</u>	<u>\$54.51</u>	<u>\$56.97</u>

<u>Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>Dispatcher</u>	<u>\$26.99</u>	<u>\$28.34</u>	<u>\$29.76</u>	<u>\$31.25</u>	<u>\$32.81</u>
<u>CSO</u>	<u>\$23.65</u>	<u>\$24.83</u>	<u>\$26.07</u>	<u>\$27.37</u>	<u>\$28.74</u>
<u>Comm. Supervisor</u>	<u>\$34.01</u>	<u>\$35.71</u>	<u>\$37.50</u>	<u>\$39.37</u>	<u>\$41.34</u>
<u>Part Time Disp</u>	<u>\$26.99</u>	<u>\$28.34</u>	<u>\$29.76</u>	<u>\$31.25</u>	<u>\$32.81</u>

The pay schedule set forth in this subsection (a) shall be known as the 2017-2018 Pay Schedule.

10.2 Salary Adjustments

(a) 2018-2019 Increase: ~~Effective the first full first day of the pay period that includes July 1, 2018 following ratification of this Agreement, all represented classifications members shall receive a one-time payment of the 2017-2018 Pay Schedule shall be increased by three percent (3%). This revised schedule shall be known as the 2018-2019 Pay Schedule. wage increase to base salary in pensionable compensation of their salary (including compensation earnable equal to base + stipends). This is non-pensionable.~~

(b) 2019-2010 Increase: ~~Effective the first day of the full pay period that includes July 1, 2019, the 2018-2019 Pay Schedule shall be increased by all represented~~

~~classifications~~ members shall receive a one-time payment of three percent (3%) ~~wage increase to base salary in pensionable compensation of their salary (including compensation earnable equal to base + stipends). This is non-pensionable. This revised schedule shall be known as the 2019-2020 Pay Schedule.~~

(c) **2020-2021 Increase:** Effective the first ~~day of the full~~ pay period ~~that includes July 1, 2020~~²⁰¹⁶, ~~the 2019-2010 Pay Schedule shall be increased by all represented classifications members shall receive a three percent (3%) wage increase to base salary in pensionable compensation. This revised schedule shall be known as the 2020-2021 Pay Schedule.~~

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

~~(b) Ratification Bonus~~

~~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 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.~~

10.32 Monthly Salary Schedule

Wages are as shown in the City's Rates and Ranges document.

10.4 Incentive Pay or Acting Pay

~~For all employees hired after July 1, 2011, all Incentive Pays associated with actual work performed as part of a "special" or "extra" assignment will be paid only for hours actually worked performing the special or extra duty. Incentive Pays received by employees hired before July 1, 2011 will continue to be administered according to practices in effect as of June 30, 2011.~~

(a) Field Training Officer (FTO) Pay

Employees who are qualified and regularly assigned by the Director of Public Safety, as a Field Training Officer, shall receive a five percent (5%) of base salary monthly Incentive Pay. ~~This Incentive Pay may be pro-rated by pay period.~~

- (i) A Field Training Officer shall be defined as a Public Safety Officer who has been fully qualified to train newly-hired Public Safety Officers. To be eligible to apply for FTO, the officer must currently be assigned to the Patrol Division or due to return to the Patrol Division from a specialty assignment within one (1) year or less; must be off probation; and have at least three (3) years full- time experience as a peace officer in the State of California. Field Training Officers will be selected through a three- phase testing process. The process will include a written test, an oral examination, and supervisory and command staff review. After a candidate has been selected, he or she will be required to successfully complete a P.O.S.T. certified FTO School before final appointment.
- (ii) Any FTO who is assigned to a specialty position of Detective ~~or Two-Year Fire Position~~ will automatically relinquish his or her FTO status and pay incentive, and will be required to re-apply for the position when he or she becomes eligible. PSOs assigned to the Detective Division shall not be eligible for an FTO assignment and the pay incentive. ~~Any FTO who is assigned to the Fire Services Division for a period of not more than one year shall retain his or her FTO status and pay incentive.~~
- (iii) Completion of a three-year term as a FTO shall be deemed as successfully completing the FTO assignment. At any time after three years as a FTO, an employee, at his or her option, may elect to discontinue the FTO assignment by notifying the City in writing. If an employee exercises this option, the employee will automatically relinquish his or her FTO status and pay incentive. The exercise of this option by an employee will not be grounds for any disciplinary action by the City.
- (iv) The City reserves the right to exercise its regular and customary management rights with regard to FTO assignments including, establishing FTO performance standards, conducting an annual performance review of the FTO and taking disciplinary actions subject to the requirements of applicable laws.

~~(b) — Fire Specialty Assignment and Engineer Qualifications Pay~~

~~[This is moved to Section 10.1(b)(iii) and will be incorporated into the job description as previously revised.]~~

- ~~(i) — Sergeants and PSOs assigned to a specialty assignment in the Fire Services Division of at least two (2) years shall receive an Incentive Pay of an additional two percent (2%) of base salary per month pay. During the term of this agreement, the City and RPPSOA agree to meet and mutually agree on a~~

~~general definition of "additional duties performed when assigned to the Fire Division in a specialty assignment". This definition, when agreed upon, will form the basis for receipt of this stipend, rather than any specific duration of the assignment to the Fire Division. When agreement is reached, a side letter memorializing such agreement will be added to this MOA. The City will have the initial meeting on this item no later than 30 days after ratification, and the parties will negotiate the additional terms of the side letter agreement no later than October 31, 2013. Until a mutually agreed side letter is adopted, pay practices in effect as of June 30, 2013 will remain in effect.~~

~~(ii) Public Safety Officers Employees who are qualified as Fire Engineers for the Department of Public Safety shall be classified as PSO IIIs receive an additional two and one half percent (2.5%) of base salary per month pay. The qualifications to be a Fire Engineer include the following:~~

~~(1) Fire Engineer shall be defined as any employee who has been fully qualified both mentally and physically capable to operate one or more pieces of City owned firefighting pumping apparatus.~~

~~(2) Each qualified Fire Engineer must receive at least ten (10) hours of refresher training provided by the Department of Public Safety each year. Any Public Safety Officer not completing the annual training will be subject to demotion for failing to maintain his/her qualification or other discipline lose the Fire Engineer Pay increment until such time as the training is completed.~~

~~(3) The required hands-on field testing for Fire Engineer shall be done at random by lottery, and at any time.~~

~~(4) Community Services Officers and Dispatchers are not eligible for Fire Engineer Pay. (c)~~

~~PSO Captain Pay~~

~~Employees who are qualified and assigned as PSO Captain shall receive an additional three percent (3%) of base salary per month pay (in addition to Fire Engineer pay).~~

~~Each qualified PSO Captain must receive at least ten (10) hours of refresher training provided by the Department of Public Safety each year. Any employee not completing the annual training will lose the PSO Captain Pay increment until such time as the training is completed.~~

~~The PSO Captain position is a non-supervisory position. If funding becomes available, and upon agreement by City and RPPSOA, the PSO Captain position may be considered for an additional one percent (1%) to make it equivalent with the Fire Captain pay percentage as outlined in Section 9.4 below.~~

~~(d)~~ ~~Fire Captain Pay~~

~~Employees who are qualified and assigned as Fire Captains shall receive an additional four percent (4%) of base salary per month pay (in addition to Engineer Pay).~~

~~(i) The City at its sole discretion shall determine the number of Fire Captains to be assigned.~~

~~(ii) Each qualified Fire Captain must receive at least ten (10) hours of refresher training provided by the Department of Public Safety each year. Any employee not completing the annual training will lose the Fire Captain Pay increment until such time as the training is completed.~~

(be) Non-Sworn Training Officer Pay

~~(i) Dispatchers, who are qualified and regularly assigned by the Director of Public Safety in the training of new Public Safety Dispatchers during their probationary period, shall receive a monthly Incentive Pay of five percent (5%) of his/her regular base salary. This Incentive Pay may be pro-rated by pay period.~~

(ii) Community Service Officers (CSO), who are qualified and regularly assigned by the Director of Public Safety in the training of new CSO's during their probationary period, shall receive a monthly Incentive Pay of five percent (5%) of his/her regular base salary. ~~This Incentive Pay may be pro-rated by pay period and shall be retroactive to the first day of CSO Training.~~

(cf) Acting ~~LieutenantCommander/Sergeant~~ Pay

~~(i) The Association and the City have met and jointly developed SOP-9, a Departmental policy outlining the criteria for members to serve in an acting capacity for the rank of LieutenantCommander and Sergeant. There is no requirement or obligation by the City to permanently fill positions that are open.~~

(dg) Acting Supervisor/Watch Commander Pay:

Public Safety Officers who have passed an eligibility testing process approved by the Director of Public Safety shall be eligible to serve as an Acting Supervisor/Watch Commander. As a specific decision-making role and authority is delegated with this assignment, this assignment may be made for a period of any length, up to three months. Continuous assignment for periods exceeding one pay period will be made in writing. Acting Supervisor/Watch Commander assignments will be compensated by a 5% acting pay for all hours actually worked as an Acting Supervisor/Watch Commander. An Acting Supervisor/Watch Commander assignment may be compensated by a 10% acting pay to ensure against loss of income to the assigned Public Safety Officer if other assignment-based compensation is removed due to the Acting Supervisor/Watch Commander assignment.

(gh) Acting ~~Lieutenant~~Commander Pay:

Public Safety Sergeants shall be eligible to serve as an Acting ~~Commander~~Lieutenant. The duration of such assignments may range from one pay period up to three months, and will be made in writing. An Acting ~~Commander~~Lieutenant assignment will typically be compensated by a 10% acting pay for all hours actually worked as an Acting ~~Lieutenant~~Commander. This Incentive Pay may be adjusted upon assignment if necessary, to ensure against loss of income to the assigned Sergeant if other assignment-based compensation is removed due to the Acting ~~Lieutenant~~Commander assignment. The exact amount of the Incentive Pay shall be calculated to most closely match the Sergeant's existing pay structure, and shall not exceed a maximum of 15%. A Sergeant receiving an Acting ~~Lieutenant~~Commander Incentive Pay may sign up for routine overtime offered to all Sergeants but shall not be paid the Acting Lieutenant ~~Commander~~Incentive Pay for such overtime hours worked. Acting ~~Commanders~~Lieutenants will receive overtime as required by law for emergency holdovers, or for overtime work assigned by the Director of Public Safety or his/her designee.

~~10.4 EMT Pay~~

~~Employees who are qualified as Emergency Medical Technicians and employed in the performance of duties of Public Safety Officer shall receive an additional two percent (2%) of base salary per month pay.~~

- ~~(a) The City, at its sole discretion, shall determine the number of qualified EMT's to be assigned and receiving the EMT pays increment.~~

~~(b) — Each qualified must re-certify every two (2) years. If the EMT status is not re-certified, the EMT pay increment will be removed.~~

~~(c) — Employees in the class of Fire Marshal shall not be eligible to receive EMT pay.~~

10.5 Payday

City ~~shall~~ may distribute ~~p~~Paychecks/Automatic Deposit Notices to employees ~~by noon on payday~~ electronically on payday. Employees requesting a physical paycheck may pick it up on break or lunchtime at the City Hall front counter on payday. ~~The City reserves the right to, and may implement twenty-six (26) pay periods during the term of this Agreement. The impacts of the implementation of the twenty-six (26) pay periods shall be subject to meet and confer.~~

10.6 Pay Change Effective Dates

Any and all pay changes provided to employees, including but not limited to step increases, special pay provisions, promotions, classification changes, or similar pay increases shall become effective as follows: if the effective date of the change is in the first week of the pay period the increase will be effective on the first day of the pay period that includes the effective date of the change. If the effective date is in the second week of the pay period the change will be effective the first day of the subsequent pay period.

10.76 Shift Differential

- (a) 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.
- (c) 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 working in the fire Division, except for training.

10.87 Bilingual Pay

Dispatchers, Public Safety Officers, Community Services Officers and Sergeants verbally fluent in the Spanish language are eligible for ~~two and one half percent (2.5%) of base salary~~ Bilingual Pay of \$175 per month. The City shall establish an evaluation process for designating and certifying employee eligibility for bilingual pay such that officers have the skills to converse in Spanish well enough to complete a basic investigation. Testing for employees eligible for bilingual pay will be scheduled by the Director of Human Resources ~~Public Safety and shall follow the model for basic bilingual skills testing used by the Santa Rosa police department, attached as Appendix B~~. A designated employee may be retested at any time at the request of the Director of Human Resources or Public Safety.

~~10.8 Master Officer Program~~

~~(a) The City shall establish a Master Officer program for Public Safety Officers with the following eligibility criteria:~~

- ~~(i) Minimum of ten (10) years of full time peace officer or firefighter experience, of which a minimum of five (5) years shall be service with the City of Rohnert Park, and~~
- ~~(ii) Possession of a P.O.S.T. Intermediate Certificate or higher, and~~
- ~~(iii) Any one of:~~
 - ~~(1) Associate of Arts degree or higher from an accredited college, or~~
 - ~~(2) Actively seeking a Bachelor's degree from an accredited college, with a minimum of two years completed ("actively seeking" means the successful completion of courses towards a Bachelor's degree in two of the three most recent semesters or quarters, with a total of at least six (6) semester units completed during that period), or~~
 - ~~(3) Currently assigned one or more of the Special Assignments listed below, or have held two or more of the Special Assignments within the past five (5) years. Special Assignments to be considered for this program are: Acting Shift Supervisor, Field Training Officer, Fire Engineer, Detective, Special Enforcement Unit, Gang Officer, Police Canine Handler, School Resources Officer, Firearms Instructor, Defensive Tactics Instructor, Driving Instructor, Motors, Traffic, Malt, Field ID Technician, OES Coordination~~

~~Team, or other assignments deemed qualifying by the Director of Public Safety.~~

~~(b) Public Safety Officers that have qualified as a Master Officer shall receive five percent (5%) of base salary as Master Officer Pay.~~

10.9 Fire Marshal Pay

~~An employee incumbent in the job class of Fire Marshal on the date of this agreement will continue to receive an incentive pay in the amount of 15% of base salary for the possession of job-relevant training certificates issued by the Office of the State Fire Marshal. This incentive pay program is closed, and shall not be available to any incumbents of the job class of Fire Marshal hired or promoted after December 29, 2011.~~

11. Alcohol and Drugs

The City and RPPSOA agree to work together to assist any employee who has an alcohol, 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 health problem.

Since Public Safety employees are required to drive City vehicles and respond to emergency situations, 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.

11.1 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 work day, or while on assigned standby duty.

11.2 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.

11.3 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 leave.

11.4 Special Assignments

The above sections relating to alcohol use may be accepted for those employees on an approved and supervised special assignment by the Department of Public Safety. Said employee shall not drive a vehicle if employee is over the allowed blood alcohol content.

12. Physical and Psychological Fitness

12.1 Physical Fitness

RPPSOA acknowledges the importance of employees maintaining proper physical and mental condition in order to perform job duties in a manner acceptable to the City.

Physical Fitness is a voluntary program available to safety employees and dispatcher. Such employees who voluntarily enroll and successfully "pass" the Physical Agility and Fitness Standards test shall receive twenty (20) hours of physical fitness workout compensatory time.

The RPPSOA and City agree that compliance with physical fitness standards are voluntary and do not carry an intention of the City to terminate an employee solely for failure to meet physical agility and fitness standards. Fitness for duty provisions under the Government Code and applicable case law would be the determining factor on handling of employees determined to be unfit for duty. City can, at any time, at its option and cost, require a complete physical examination, a physical agility test, or a weight examination, for any or all employees to determine job fitness.

This Agreement hereby incorporates Letter of Agreement on Physical Fitness, dated January 27, 1998 and modified "Exhibit C" dated December 1, 2007.

12.2 Fitness Program

The City and RPPSOA agree that the "Fitness Program" used by City shall be that as outlined in the attached "Exhibit C."

12.3 Psychological Fitness

RPPSOA acknowledges the importance of employees maintaining proper mental condition in order to perform job duties in a manner acceptable to the City. City can, at any time, at its option and cost, require a psychological examination for any or all employees to determine job fitness. Fitness for duty provisions under the Government Code and applicable case law would be the determining factor on handling of employees determined to be unfit for duty.

12.4 Psychological Counseling

Any employee who feels in need of counseling shall be provided same by City after clearance from the Department Head or Human Resources Department, which clearance shall be kept in strictest confidence. City at its sole discretion reserves the right to establish a maximum counseling benefit.

13. Smoking

13.1 Employees Hired After July 1, 1993

RPPSOA acknowledges that the City, beginning July 1, 1993, hired new employees with the clearly expressed condition of employment that they refrain from smoking. Employees hired with a condition that they not smoke shall be required to remain non-smokers throughout their employment. A non-smoker shall not smoke or use any tobacco product either on or off-duty while employed. RPPSOA acknowledges the City's right to take appropriate disciplinary action should any such employee hired after the effective date of this agreement violate the agreed upon conditions of employment. Prior to final disciplinary action being taken, City will refer the employee to the Employee Assistance Program (EAP) for consultation and referral.

14. Grievance Policy and Procedure

14.1 RPPSOA and City agree to comply with the grievance procedure outlined in Resolution No. 79-22, adopted February 13, 1979, a copy of which is attached hereto. Failure to meet any timeline 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.

14.2 The parties acknowledge the existence of "City Manager's Administrative Policy No. 1: Personnel Rules and Regulations" dated November 9, 2004, and

incorporated by reference in this Agreement. The parties acknowledge that Section 8 "Disciplinary Action" provides for substantive and procedural due process for the members of the Association. For purposes of consistency of discipline, the Director of Public Safety should consult with the Human Resources Department prior to the imposition of "major discipline" as defined in Section 8.

- 14.3** The "Employee Grievance Procedure Resolution" (Resolution No. 79-22), incorporated by reference in this Agreement, provides for the processing of non-disciplinary grievances. The parties ~~are in the process of agree to~~ reviewing the grievance procedure for purposes of achieving greater efficiencies and cost reductions as well as enhancing communication between the City, the Association and Unit members. The parties will ~~continue working to revise the grievance procedure, and changes agreed upon will be incorporated into this MOA~~ conduct a joint labor management study/evaluation of the current grievance procedure in an attempt to mutually agree on modifications beneficial to all parties.

15. Use of Sport Center and Lap Swimming Program

Employees and their spouse, domestic partner and eligible dependents (as defined by City eligible dependent policy), 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. 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.

16. Management Rights

Except as limited in this Memorandum of 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 Memorandum of 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.

17. Work Curtailment (No Strike Clause)

Under no conditions or circumstances shall the Association or any of the employees it represents 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 in any other type of job action, curtailment of work, restriction or production or restriction of service during the term of this agreement.

18. Personnel Rules and Regulations

The City will amend its Personnel Rules and Regulations consistently with the requirements of ~~by September 1, 2004 to provide for a procedure that parallels those included in~~ Government Code Sections 3300 through 3312, the Public Safety Officers Procedural Bill of Rights, and will apply to non-sworn members of RPPSOA. City agrees to meet and confer with RPPSOA regarding any updates or changes to its Personnel Rules and Regulations to the extent required by the MMBA.

19. 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. RPPSOA 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 new side letter between parties is required to be signed by an authorized representative of RPPSOA and the City Manager or his or her designee.

20. Term of Agreement

This agreement shall become effective upon approval by the City Council, on July 1, 2014 and will terminate on June 30, ~~2021~~ 2017 unless extended by mutual agreement of the parties.

21. Succeeding Agreement

Negotiations for the period commencing July 1, ~~2021~~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, ~~2021~~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.

22. Invalidation

22.1 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.

22.2 Replacement

In the event of suspension or invalidation of any article or section of this agreement, the parties agree, that except in an emergency situation, to meet and confer within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

23. Non-Discrimination

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

24. Personnel Files

Employees or their duly authorized representative have the right to inspect their 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.

25. Employee Performance Evaluations

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 after the evaluation interview.

26. No Contracting Out

The City and RPPSOA agree that no bargaining unit work will be contracted to a third-party provider during the term of this agreement.

CITY OF ROHNERT PARK

ROHNERT PARK PUBLIC SAFETY
OFFICERS' ASSOCIATION
(RPPSOA)

The following are incorporated in this Agreement by reference:

[Review and confirm which attachments are still appropriate.]

- ~~Appendix A: Retiree Medical Insurance Table~~
- ~~Appendix A-1: Retiree Medical Insurance Table for Employees that Contribute 50% of the Normal Cost~~
- ~~Appendix B: Santa Rosa Police Dept. Spanish Testing Criteria~~
- City's Personnel Rules & Regulations
- City Council Resolution No. 79-22, adopted February 13, 1979 - Grievance Policy and Procedure *[Revisions under consideration by the parties.]*
- City Council Resolution No. 80-140, adopted August 11, 1980 - Regular P/T Employees' Fringe Benefits
- City Council Resolution No. 2001-270, adopted December 11, 2001- *Catastrophic Leave*
- ~~City Council Resolution No. 2007-178, adopted October 23, 2007- *Alternative Benefit*~~
- Exhibit C – Fitness Program - Modified December 1, 2007 *[Revise to reduce the pack to 25 lbs. and include dispatchers]*
- Exhibit X- Patrol 12 Hour Shift Schedule
- RPDPS SOP-18- Timekeeping for Departmentally Required Training, 4/4/13_
- *Extended Fire Academy Side Letter*