#### SIDE LETTER OF AGREEMENT

#### BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN POLICE OFFICERS' ASSOCIATION

Now, therefore, the Parties agree to amend the MOU and incorporate the changes and additions set forth herein. Except as amended by this Agreement, the provision of the MOU remain in full force and effect.

## Section I - General

### Article 1. Definitions

1.8 <u>Employee</u> – A member of the employee bargaining unit represented by the Rocklin Police Officers' Association. Temporary Part-time employees, Reserve Police Officers, and volunteers are not covered by this MOU.

#### 1.8.1 Part-time Employee –

- Regular Part-time: Those employees whose regularly scheduled work assignment is less than twenty (20) hours per work week.
- Temporary Part-time: Those employees whose regularly scheduled work assignment is less than thirty (30) hours per work week, or employees who are authorized to work no more than nine hundred sixty (960) hours in a year.

## Section III - Benefits and Reimbursements

#### Article 24. Health and Other Benefits

# 24.8 Health Coverage Reduction Incentive

24.8.1 Employees who choose to decline the City's health coverage must provide certification of other coverage. This certification must be filed with the Human Resources Division. Full-time employees who choose to decline the City's health coverage are eligible to participate in the cost savings with the City. Part-time employees are not eligible to participate in the cost savings program with the City.

## 24.3.1 Cafeteria Plan

The City maintains a Cafeteria Plan, pursuant to Section 125 of the Internal Revenue Code and related regulations, for the purpose of providing employees with access to various health and welfare benefits. The City's cafeteria plan includes City contributions that may be used to, among other things, pay the premium cost for the CalPERS medical insurance plan and coverage level selected by each participating employee that exceeds the City's direct monthly contribution, which has no taxable cash value. Commencing January 1, 2023, the City shall contribute three hundred dollars (\$300) per month to the Cafeteria Plan on behalf of each regular full-time employee.

For regular part-time employees, the City shall contribute one hundred fifty dollars (\$150) per month to be used towards a flexible benefit plan known as a "125 Cafeteria Plan" and the "pre-tax advantage" provisions related to an employee's Medical, Flexible Spending Account, or other defined supplemental insurance contributions, provided that the

employee is in paid status for the full pay period or is on an approved voluntary leave of absence. Cafeteria plan payments are not eligible for cash payments.

### **SECTION IV - Leaves**

Article 32. Paid Time Off Program

32.1 Paid time Off (PTO)

Regular part-time employees accrue PTO leave equal to their full-time equivalency allocation unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the PTO leave of a regular full-time employee with the same number of years of City service.

32.2 Sick Leave

Regular part-time employees accrue sick leave equal to their full-time equivalency allocation unless otherwise required by federal and/or state law. For example, a regular part-time employee working 50% of a full-time equivalent will accrue 50% of the sick leave of a regular full-time employee with the same number of years of City service.

# **SECTION VI - Association Rights**

ARTICLE 52. Part Time Employees

It is the intent of the parties to this agreement that the bargaining unit work shall be first assigned to full-time bargaining unit members, except as provided in this Article. In regard to short-notice overtime, overtime shall be offered first to full-time bargaining unit members.

# 52.1 Sworn Part-time Employees

Effective July 1, 2010, there will be no part-time employees serving as sworn officers engaged in RPOA unit work. If the City wishes to employ a part-time sworn officer in a classification covered by the RPOA, such employment will occur only with the mutual agreement of the City and the RPOA.

### 52.2 Non-sworn Part-time Employees

Absent mutual agreement of the Chief of Police and the RPOA, the City agrees to limit the number of temporary part-time non-sworn employees to a combined total of no more than ten (10) for all non-sworn classifications covered by this MOU. This section does not apply to volunteers, interns, or other unpaid help.

FOR THE UNION: FOR THE CITY:

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Jeff Kozak, President Rocklin Police Officers' Association

Date: 9/19/2023 | 5:44 AM PDT

Aly Zimmermann, City Manager City of Rocklin

Date: 10 10 2023