

RESOLUTION NO. 2009-101

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A FIRST AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCKLIN AND THE
ROCKLIN POLICE OFFICERS' ASSOCIATION
(Originally Approved by Resolution No. 2007-160/June 12, 2007)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City of Rocklin and the Rocklin Police Officers' Association entered into a Memorandum of Understanding (the "MOU") regarding terms and conditions of employment on June 12, 2007 approved by City Council Resolution No. 2007-160.

Section 2. A First Amendment to the MOU in the form attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and the City Manager is hereby authorized to execute the Amendment on behalf of the City of Rocklin.

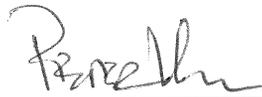
PASSED AND ADOPTED this 26th day of May, 2009, by the following roll call vote:

AYES: Councilmembers: Magnuson, Yuill, Lund, Storey, Hill

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



Peter Hill, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

EXHIBIT A

THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN POLICE OFFICERS' ASSOCIATION (Originally Approved by Resolution No. 2007-160/June 12, 2007)

This First Amendment to the Memorandum of Understanding is entered into this 26th day of May, 2009, by and between the City of Rocklin (the "City") and the Rocklin Police Officers' Association (the "Union").

Recitals

1. City and Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), approved by the City Council by Resolution No. 2007-160, on June 12, 2007. The effective date of the MOU is February 1, 2007.
2. The Parties have determined that it is reasonable and appropriate to make certain changes in the form of a First Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree to amend the MOU to incorporate the changes and additions set forth below. Except as amended, the provisions of the MOU remain in full force and effect. Except as otherwise specified, capitalized terms contained in this Amendment shall have the same meaning as those contained in the MOU.

Unless otherwise specified, all changes set forth in this Amendment will be effective at the beginning of the pay period following City Council approval of this Amendment.

Section I, Article 3 - Term. The first sentence is amended to read as follows:

"This MOU shall be effective as of February 1, 2007 and shall remain in effect until midnight January 31, 2012."

Section II, Article 12 – Calculation of Annual Salaries.

Sections 12.1.6, 12.1.7, and 12.1.8 are amended to read as follows:

"12.1.6. Effective with the first pay period following the pay period that includes February 1, 2011, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.

12.1.7. Effective with the first pay period following the pay period that includes August 1, 2011, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.

12.1.8. Effective with the first pay period following the pay period that includes January 15, 2012, the City shall increase base compensation for sworn personnel by 2.5% or to the average of the base compensation paid by the cities, whichever is higher.”

Section 12.2.2 is amended to read as follows:

“12.2.2. Non-sworn salaries shall be calculated either by using the current Proposition C formula contained in Article 12.3 below, or by making the following annual salary adjustments, whichever is greater:

Effective with the first pay period following the pay period that includes February 1, 2008, the City shall increase salaries 3.5% for all classifications.

Effective with the first pay period following the pay period that includes February 1, 2009, the City shall increase salaries 3.5% for all classifications.

Effective with the first pay period following the pay period that includes February 1, 2011, the City shall increase salaries 3.5% for all classifications.”

Section II, Article 18 – Shift Differential Pay is amended to read as follows:

“When an employee works a shift where four (4) or more hours fall within the times of 7:00 p.m. and 7:00 a.m., he/she shall receive a pay differential of 2.5% of base rate of pay for all hours worked during that shift.

Time sheets must reflect the starting and ending times to be eligible for payment of any shift differential.”

Section III, Article 25 – Health, Dental, Vision, Life, and Accidental Death & Dismemberment (AD&D) Insurance. New paragraphs regarding the City’s medical insurance maximum contribution are added to the end of Section 25.4 as follows:

“25.4.6. Effective January 1, 2011, the City will contribute a maximum of \$1,133 per month towards the cost of medical insurance.

25.4.7. Effective January 1, 2012, the City will contribute a maximum of \$1,173 per month towards the cost of medical insurance.”

Section V, Article 43. – Work Hours and Schedule. The following paragraph is added to the end of Section 43.2 – Work Schedules:

“43.2.6. On-Duty Work-outs (Code 7F)

Members of this unit have the option twice per work-week of utilizing the department gym for purposes of physical fitness in lieu of a meal break. If this option is taken, 15 minutes will be added to their normal meal break time. Employees may exercise this option if workload permits the break as determined by his or her supervisor. The employee may be called away from any paid break in case of an emergency. If the employee requests and receives approval for a Code 7F, it is expected that the employee will engage in a fitness related exercise. Code 7F breaks may be requested any time during the scheduled shift.”

Section V, Article 46 – Grievance Procedure. The following paragraph is added to the end of Section 46.1:

“If the City Manager modifies or rejects the Arbitrator’s decision to the employee’s/grievant’s detriment, the City agrees to pay all costs, to include any attorney’s/representative’s fees of the employee/grievant, associated with the Arbitration process. In such an instance, the City shall pay for all costs of the arbitrator, the court reporter and any transcripts of the proceedings requested by the employee/grievant.”

Section V, Article 49 – Disciplinary Process. Section 49.3.1. is amended as follows:

“49.3.1. After the decision is rendered by the Police Chief, the discipline will be imposed. The decision may be appealed to the City Manager or referred to Advisory Arbitration, as defined below. If the proposed discipline is less than forty (40) hours off without pay, the employee may submit a Notice of Request for Arbitration to the City Manager, but that request will be subject to the City Manager’s approval. If the proposed discipline is forty (40) hours or greater off without pay, the matter shall, at the request of the employee, be submitted to Advisory Arbitration. The arbitration shall be conducted in accordance with the Grievance Procedure, Article 46, Step 4. The decision of the City Manager after hearing or after receipt of the advisory arbitrator’s decision shall be final.

If the City Manager modified or rejects the Arbitrator’s decision to the employee’s/grievant’s detriment, the City agrees to pay all costs, to include any attorney’s/representative’s fees of the employee/grievant, associated with the Arbitration process. In such an instance, the City shall pay for all costs of the arbitrator, the court reporter and any transcripts of the proceedings requested by the employee.”

Section VI. Article 52 – Association Time. Section 52.1 is amended as follows:

“52.1. The City shall allow a maximum of two hundred (200) hours per contract year to conduct RPOA business. It is further agreed that the hours allowed are maximum hours, and the RPOA agrees they will use the total hours efficiently in an effort to prevent attaining such maximum hours. The carryover of any surplus hours will not be continued through the expiration of each year of this MOU.”

Section VI. New Article 53 – Part-Time Employees. Article 53 – Part-Time Employees is a new article added as follows:

“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 bargaining unit members.

53.1. Sworn Part-time Employees

The City agrees to limit the number of part-time sworn employees to no more than two, absent mutual agreement. One or both of the part-time employees may be members of the bargaining unit who retire prior to December 31, 2009. An annuitant, sworn, part-time employee may work on an hourly basis through June 30, 2010. If the City wishes to continue to employ an annuitant, sworn, part-time employees during this contract period, beyond June 30, 2010, such employment shall occur only by mutual agreement of the City and the RPOA.

53.2. Non-sworn Part-time Employees

Absent mutual agreement of the City and the RPOA, the City agrees to limit the number of part-time non-sworn employees to four.”

Article 53 – Bulletin Boards now becomes Article 54 – Bulletin Boards.

Article 54 – Employee Rights now becomes Article 55 – Employee Rights, and the first paragraph is amended to read as follows:

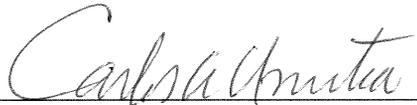
“The provisions of the MOU shall be applied equally to all employees without favor or discrimination because of race, color, creed, age, sex, sexual orientation, marital status, national origin, ancestry, political or religious opinions or affiliations, or physical or mental disability.”

Article 55 – Summary of Items at Impasse now becomes Article 56 – Summary of Items at Impasse.

Article 56 – Continuation of Benefits now becomes Article 57 – Continuation of Benefits.

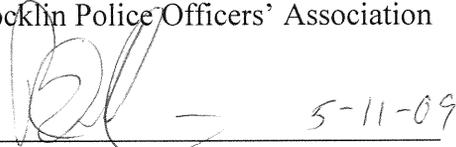
IN WITNESS WHEREOF, this First Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

City of Rocklin



Carlos Urrutia, City Manager

Rocklin Police Officers' Association



Bart Paduveris, President