

RESOLUTION NO. 2010-130

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN APPROVING A SECOND 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; First Amendment  
Approved by Resolution No. 2009-101, May 26, 2009)

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, as amended by Resolution No. 2009-101 on May 26, 2009.

Section 2. A Second 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 22nd day of June, 2010, by the following roll call vote:

AYES: Councilmembers: Magnuson, Hill, Lund, Yuill

NOES: Councilmembers: None

ABSENT: Councilmembers: Storey

ABSTAIN: Councilmembers: None



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Scott Yuill, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

## EXHIBIT A

THE SECOND 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, First Amendment  
Approved by Resolution No. 2009-101, May 26, 2009)

This Second Amendment to the Memorandum of Understanding is entered into this 22nd day of June, 2010, 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. The First Amendment to this MOU was approved by the City Council by Resolution No. 2009-101, on May 26, 2009.
2. The Parties have determined that it is reasonable and appropriate to make certain changes in the form of a Second 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 herein, the provisions of the MOU, as amended, 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 February 28, 2014."

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 August 1, 2011, the City shall increase base compensation for sworn personnel by 2.5% or to the average base compensation paid by the cities, whichever is higher.

12.1.7. 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 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, 2013, the City shall increase base compensation for sworn personnel by 2.5% or to the average 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 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 August 1, 2012, the City shall increase salaries 3.5% for all classifications.”

Section III, Article 25 – Health, Dental, Vision, Life and Accidental Death & Dismemberment (AD&D) Insurance. Section 25.4. is amended to read as follows:

“25.4.1 The City will pay the full cost of coverage for a family dental plan, a family vision plan, and \$50,000 life and accidental death insurance for employee only.

25.4.2 Effective January 1, 2010, the City will contribute a maximum of \$1,093 per month towards the cost of health insurance.

25.4.3 Effective January 1, 2013, the City will contribute a maximum of \$1,133 per month towards the cost of health insurance.

25.4.4. Effective January 1, 2014, the City will contribute a maximum of \$1,173 per month towards the cost of health insurance.

If another unit in the City receives a higher fixed contribution towards health insurance during the term of this MOU, the RPOA will receive the same higher contribution.”

Section III – Article 28 – Retirement Benefits. Section 28.1 is amended to read as follows:

“28.1 The City shall continue to contract with CalPERS (California Public Employees Retirement System) during the term of this MOU. The retirement formula for sworn personnel is 3% @ 50. The retirement formula for non-sworn personnel is 2% @ 55.

The plan will have the following additional contract provisions:

Section 20965, Credit for Unused Sick Leave  
Section 21574, 1959 Survivors Benefit, Fourth Level  
Section 20042, One Year Final Compensation  
Section 20636 (c)(4), Employer Paid Member Contribution EPMC)

Effective July 1, 2010 the parties agree to suspend the EPMC benefit, via Resolution with CalPERS. The City agrees to restore EPMC, via Resolution with CalPERS, effective no later than January 1, 2012. There will be no cost to the employee for providing this benefit.”

Section III – Article 29 – Deferred Compensation. Article 29 is amended to read as follows:

“Effective at the beginning of the pay period following the pay period that includes July 1, 2010, the City will suspend the \$100.00 per month City contribution in matching funds for each employee who participates in a City-sponsored deferred compensation program.

Effective at the beginning of the pay period that includes July 1, 2012, the City will contribute up to \$100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit.”

Section V – New Article 44 – Amendment to Rocklin Police Department Policy Section 1004

“The parties agree that Section 1004.21 – Rocklin Police Department Promotional Process policy will be amended to read as follows:

Section 1004.21 – Desirable Qualifications

The following qualifications apply to consideration for transfer or assignment as listed above in 1004.2:

- (a) Requisite years experience
- (b) Must be off probation by time of transfer or assignment, unless extenuating circumstances exist (i.e., No other qualified applicants)
  - 1. If an extenuating circumstance exists, the Chief or designee shall consult with RPOA board prior to making the appointment.”

Article 44 – Outside/Off Duty Employment now becomes Article 45 – Outside/Off Duty Employment.

Article 45 – Drug, Alcohol, and Substance Abuse Policy now becomes Article 46 – Drug, Alcohol, and Substance Abuse Policy.

Article 46 – Grievance Procedure now becomes Article 47 Grievance Procedure.

Article 47 – Probationary Period now becomes Article 48 – Probationary Period.

Article 48 – Reduction in Force/Layoff now becomes Article 49 – Reduction in Force/Layoff.

Article 49 – Disciplinary Process now becomes Article 50 – Disciplinary Process.

Article 50 – Police Officer Bill of Rights now becomes Article 51 – Police Officer Bill of Rights.

Article 51 – Dues Deduction now becomes Article 52 – Dues Deduction.

Article 52 – Association Time now becomes Article 53 – Association Time.

Article 53 – Part-Time Employees now becomes Article 54 – Part-Time Employees.

Section VI. – Article 54 – Part-Time Employees.

Section 54.1 – Sworn Part-time Employees is amended to read as follows:

“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.”

Section 54.2 Non-sworn Part-time Employees is amended to read as follows:

“Absent mutual agreement of the City and the RPOA, the City agrees to limit the number of part-time non-sworn employees in a classification covered by the MOU to four (4).”

Section 54.3 – Reserve Officers is a new section added and reads as follows:

“Reserve officers will not be assigned to regular patrol shifts for the purposes of meeting minimum staffing levels. Reserve officers may be assigned to special events and to regular patrol shifts supplemental to RPOA members. The intent of this section is to prevent Reserve officers from being used to replace full-time sworn officers engaged in RPOA member’s work.”

Article 54 – Bulletin Boards now becomes Article 55 – Bulletin Boards.

Article 55 – Employee Rights now becomes Article 56 – Employee Rights.

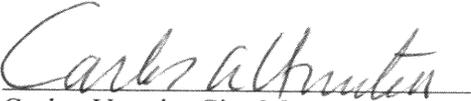
Article 56 – Summary of Items at Impasse now becomes Article 57 – Summary of Items at Impasse.

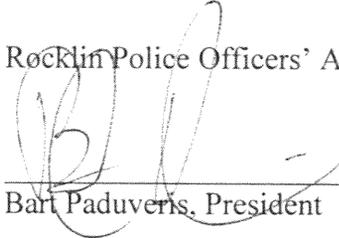
Article 57 – Continuation of Benefits now becomes Article 58 – Continuation of Benefits.

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

City of Rocklin

Rocklin Police Officers’ Association

  
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Carlos Urrutia, City Manager

  
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Bart Paduvers, President