

RESOLUTION NO. 2012-196

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A FIFTH 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; Second Amendment Approved by Resolution No. 2010-130, June 22, 2010; Third Amendment Approved by Resolution No. 2010-163 August 24, 2010; and Fourth Amendment Approved by Resolution No. 2011-123, July 26, 2011)

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; Resolution No. 2010-130 on June 22, 2010; Resolution No. 2010-163 on August 24, 2010; and Resolution No. 2011-123, July 26, 2011)

Section 2. A Fifth 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 5h day of December, 2012, by the following vote:

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

NOES: Councilmembers: None

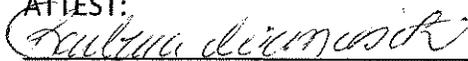
ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



Brett Storey, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

EXHIBIT A

THE FIFTH 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; Second Amendment Approved by Resolution No. 2010-130, June 22, 2010; Third Amendment Approved by Resolution No. 2010-163, August 24, 2010; Fourth Amendment Approved by Resolution No. 2011-123, July 26, 2011)

This Fifth Amendment to the Memorandum of Understanding is entered into this 5th day of December, 2012, 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; the Second Amendment to this MOU was approved by the City Council by Resolution No. 2010-130, on June 22, 2010; the Third Amendment to this MOU was approved by the City Council by Resolution No. 2010-163, on August 24, 2010; the Fourth Amendment to this MOU was approved by the City Council by Resolution No. 2011-123, on July 26, 2011.
2. The Parties have determined that it is reasonable and appropriate to make certain changes in the form of a Fifth 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 and the second sentence is excluded:

“The MOU shall be effective as of February 1, 2007 and shall remain in effect until midnight December 31, 2017.

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 January 1, 2013, the City shall increase base compensation for sworn personnel by 3.5% or to the average base compensation paid by the cities, whichever is higher.

The City shall contribute 7.25% of salary towards the employee’s PERS retirement contribution. The employee shall contribute 1.75% of his/her salary towards the individual employee’s retirement contribution.

12.1.7.

Effective with the first pay period following the pay period that includes January 1, 2014, the City shall increase base compensation for sworn personnel by 3.5% or to the average base compensation paid by the cities, whichever is higher.

The City shall contribute 5.5% of salary towards the employee’s PERS retirement contribution. The employee shall contribute 3.5% of his/her salary towards the individual employee’s retirement contribution.

12.1.8.

Effective with the first pay period following the pay period that includes January 1, 2015, the City shall increase base compensation for sworn personnel by 3.5% or to the average base compensation paid by the cities, whichever is higher.

The City shall contribute 3.75% of salary towards the employee’s PERS retirement contribution. The employee shall contribute 5.25% of his/her salary towards the individual employee’s retirement contribution.

Sections 12.1.9. and 12.1.10. are added to read as follow:

12.1.9.

Effective with the first pay period following the pay period that includes January 1, 2016, the City shall increase base compensation for sworn personnel by 3.5% or to the average base compensation paid by the cities, whichever is higher.

The City shall contribute 2.0% of salary towards the employee's PERS retirement contribution. The employee shall contribute 7.0% of his/her salary towards the individual employee's retirement contribution.

12.1.10.

Effective with the first pay period following the pay period that includes January 1, 2017, the City shall increase base compensation for sworn personnel by 4.0%.

The City shall contribute 0.0% of salary towards the employee's PERS retirement contribution. The employee shall contribute 9.0% of his/her salary towards the individual employee's retirement contribution.

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, or by making the following salary adjustments, whichever is greater:

Effective with the first pay period following the pay period that includes January 1, 2013, the City shall increase salaries 3.0% for all classifications.

The City shall contribute 5.5% of salary towards the employee's PERS retirement contribution. The employee shall contribute 1.5% of his/her salary towards the individual employee's retirement contribution.

Effective with the first pay period following the pay period that includes January 1, 2014, the City shall increase salaries 3.0% for all classifications.

The City shall contribute 4.0% of salary towards the employee's PERS retirement contribution. The employee shall contribute 3.0% of his/her salary towards the individual employee's retirement contribution.

Effective with the first pay period following the pay period that includes January 1, 2015, the City shall increase salaries 2.0% for all classifications.

The City shall contribute 3.0% of salary towards the employee's PERS retirement contribution. The employee shall contribute 4.0% of his/her salary towards the individual employee's retirement contribution.

Effective with the first pay period following the pay period that includes January 1, 2016, the City shall increase salaries 2.0% for all classifications.

The City shall contribute 2.0% of salary towards the employee's PERS retirement contribution. The employee shall contribute 5.0% of his/her salary towards the individual employee's retirement contribution.

Effective with the first pay period following the pay period that includes January 1, 2017, the City shall increase salaries 4.0% for all classifications.

The City shall contribute 0.0% of salary towards the employee's PERS retirement contribution. The employee shall contribute 7.382% of his/her salary towards the individual employee's retirement contribution.

Article 31-Uniform Allowance

The paragraph below will be added to the existing language:

In order to bring conformity to sworn and non-sworn uniforms, the City hereby agrees to a one-time payment of \$300 per sworn personnel and \$150 per non-sworn personnel to assist with uniform conversion. Amounts are payable in FY 2012/13.

Article 32-Tuition Reimbursement

This section has been amended as follows:

The maximum amount eligible for reimbursement will be \$826.50 per Fiscal Year. Effective January 2, 2013 the City agrees to increase this amount by 3.0% per year for subsequent years during the term of this MOU. The City will observe the IRS regulations concerning the taxability of education reimbursement in effect at the time of the request for reimbursement. Tuition Education Plans must be preapproved by the Chief of Police no later than January, for the upcoming year.

Article 28 – Retirement Benefits

The following paragraph has been added:

Tier II Employees:

Non-sworn personnel (employees) hired after December 31, 2012 shall receive the following retirement plan, employer-paid member contribution and deferred compensation benefit.

- Section 20965, Credit for Unused Sick Leave
- Section 21574, 1959 Survivors Benefit, Fourth Option
- Section 20037, Average of three (3) highest years of service compensation
- Section 21353, 2% @ 60 retirement formula
- The employee shall contribute the entire seven percent (7%) of salary toward the employee's retirement contribution.
- Employees hired after December 31, 2012, shall not be eligible for the City's matching of funds for the City-sponsored deferred compensation program, but may individually participate in the deferred compensation program.

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

City of Rocklin



Ricky A. Horst, City Manager

Rocklin Police Officers' Association



Adrian Passadore, President