



City Council Staff Report

Subject: Side Letters of Agreement with Rocklin Police Officers' Association

Date: August 8, 2023

Submitted By: Elise Hardy, Administrative Services
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Department: Administrative Services - Human Resources

Recommendation:

- A. Adopt a Resolution of the City Council of the City of Rocklin to Adopt a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Police Officers' Association.
- B. Adopt a Resolution of the City Council of the City of Rocklin to Adopt a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Police Officers' Association to Modify the PEPPRA Employees Retirement Member Contribution Wording to Reflect the Exact Employer Cost Sharing Contribution Paid by Employees.

Background:

RESOLUTION A - MANDATORY OVERTIME STAFFING

In June 2023, Police Department staff notified the City that Section II., Article 12.2 of the MOU between the City of Rocklin and the Rocklin Police Officers' Association, approved by Resolution No. 2022-129 creates difficulties in managing mandatory overtime staffing.

Representatives of the City and the Union have met and conferred and mutually agree to the new provisions to Section II. Article 12, 12.2 as follows:

Section II, Article 12, 12.2 Short Notice Overtime

Patrol

Separate overtime callout lists shall be created for Weekday shift assignments and Weekend shift assignments. The lists will consist of Patrol Officers, COPPS Officers, Corporals, Detectives, School Resource Officers, and Traffic Officers.

The lists shall be organized by the officers' seniority, starting with the least senior officer, working through the lists to the most senior officer. The lists repeat once the most senior officer (respective to each list) has been selected for a vacant overtime assignment or

skipped.

Should a Patrol overtime assignment remain vacant following the use of the Short-Notice Overtime procedure (12.2.1), the Supervisor shall begin a (mandatory) call-out.

The (mandatory) call-out process (12.2.2) is as follows:

Starting with the least senior officer, and working through to the most senior officer, vacant overtime assignments will be assigned. There will be one officer assigned per vacancy, making sure the officer has had at least one (1) day (twenty-four (24) consecutive hours) off in the previous seven (7) days. Once the vacancies are filled, proper notifications will be sent to the officers.

NOTE: While attempting to fill the vacant overtime assignments, the supervisor shall take into consideration the officers' availability to fill the vacant overtime assignment. Employees with preapproved vacations, modified duty assignments, leave of absence, or light duty assignments, shall not be scheduled to fill vacant overtime assignments. Using these guidelines, the supervisor will determine if an employee is eligible to work an overtime assignment.

ALSO NOTE: If any officer proactively signs up for a full (10-hour/12.5-hour), vacant, patrol overtime assignment (that is a potential mandatory overtime assignment), and successfully completes that assignment, they will receive a "skip." A "skip" allows an officer to be skipped, should they be selected for a vacant overtime assignment, in the future, utilized by this procedure. "Skips" cannot be banked/stored. "Skips" shall be used the first opportunity that arises. For purposes of this section only, skipped shall be defined as bypassing the ineligible officer and moving to the next available officer on the list.*

If an officer is assigned an overtime assignment and is unavailable to work it, as a result of a conflict not covered in this procedure (e.g., sick), it will be the officer's responsibility to find coverage for the overtime assignment. If more than one officer wishes to trade overtime assignments, it will be all the involved parties' responsibility to communicate that to their respective Supervisors.

The list shall remain in effect for one shift rotation (six (6) months).

The side letter is included as Attachment 2.

RESOLUTION B - CALPERS REPORTABLE COMPENSATION

In July 7, 2018, Rocklin Police Officers' Association (RPOA) Safety and Miscellaneous PEPRA employees agreed to contribute an additional three percent (3%) of the CalPERS reportable compensation towards the City's contribution. This agreement also included that if the CalPERS PEPRA employee contribution rate increased, then the additional employee contribution paid towards the City's retirement contribution shall be reduced by the same percentage.

Effective July 1, 2023, CalPERS increased the employee contribution rate for PEPRA employees (previously 6.75% for miscellaneous and 13% for safety) to 8.25% for the

miscellaneous employees and 13.75% for safety employees.

On July 21, 2023, the City was notified by a CalPERS Representatives that the MOU wording in Article 27.4 is no longer compliant with California Government Code Section 20516 because it does not specifically state the exact percentage of the member compensation that shall be paid by employees.

Representatives of the City and the Union have met and conferred and mutually agree to the new provisions to MOU to ensure compliance with the above referenced government code. The agreed upon language is below:

Section III, Article 27, 27.4 PEPRA Employees Retirement Member Contribution

PEPRA employees will make employee contributions as required by State law and as determined by CalPERS. In addition, effective July 7, 2018, PEPRA miscellaneous employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution, and PEPRA safety employees shall contribute an additional three percent (3%) of their CalPERS reportable compensation towards the employer's retirement contribution. If the required employee contribution for PEPRA employees (currently 6.25% for miscellaneous and 12.00% for safety) increases in the future, the additional employee contribution paid towards the employer's retirement contribution (i.e., additional 3% for miscellaneous and 3% for safety) shall be reduced by the same percentage until eliminated. At that point, PEPRA employees will only pay the employee share required by State law and determined by CalPERS (i.e., fifty percent (50%) of the normal cost) and will not contribute an additional amount towards the employer share.

Given the recent CalPERS increase to the employee contribution for PEPRA employees (previously 6.75% for miscellaneous and 13% for safety), effective July 1, 2023, the miscellaneous employees rate increased to 8.25% and the safety employees rate increased to 13.75%. Employee cost-sharing for RPOA employees per the MOU must change as well, previously 2.50% for miscellaneous PEPRA employees, and 2.00% for safety employees.

The new cost-sharing amounts, effective July 1, 2023, will be 1.00% for PEPRA miscellaneous employees and 1.25% for PEPRA safety employees.

Effective July 1, 2023, PEPRA Miscellaneous employees' cost-sharing amount shall reduce by one and five tenths (1.5%) percent toward the employer's retirement contribution and PEPRA safety employees' cost-sharing amount shall reduce by seventy-five hundredths (0.75%) percent toward the employer's retirement contribution.

The side letter is attached hereto as Attachment 4.

Fiscal Impact:

There is no direct fiscal impact to the General Fund from the staff recommendation to adopt a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Police Officers' Association.

The fiscal impact to the General Fund from the staff recommendation to adopt a Side Letter of Agreement to the Memorandum of Understanding between the City of Rocklin and the Rocklin Police Officers' Association to Modify the PEPRA Employees Retirement Member Contribution Wording to Reflect the Exact Employer Cost Sharing Contribution Paid by Employees is

approximately \$45,300.

ATTACHMENTS:

1. Resolution A

Resolution A Exhibit A - Side Letter of Agreement

3. Resolution B

Resolution B Exhibit A - Side Letter of Agreement