

RESOLUTION NO. 2018-165

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN AMENDING RESOLUTION NO. 2017-279  
AND APPROVING A FIRST AMENDMENT TO  
THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF ROCKLIN AND THE  
ROCKLIN FIREFIGHTER'S UNION LOCAL 3847

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

Section 1. The City of Rocklin and the Rocklin Firefighter's Union Local 3847 entered into a Memorandum of Understanding (MOU) regarding terms and conditions of employment on December 21, 2017 approved by City Council Resolution No. 2017-279.

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 June, 2018, by the following vote:

AYES:	Councilmembers:	Patterson, Janda, Gayaldo, Broadway
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Yuill
ABSTAIN:	Councilmembers:	None



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Kenneth Broadway, Mayor

ATTEST:



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Barbara Ivanusich, City Clerk

## EXHIBIT A

THE FIRST AMENDMENT TO  
THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF ROCKLIN AND THE  
ROCKLIN FIREFIGHTER'S UNION LOCAL 3847  
(Originally Approved by Resolution No. 2017-279/December 21, 2017)

This First Amendment to the Memorandum of Understanding is entered into this 26<sup>th</sup> day of June, 2018, by and between the City of Rocklin (the "City") and the Rocklin Firefighter's Union Local 3847 (the "Union").

### Recitals

1. The City and the Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), approved by the City Council by Resolution No. 2017-279, on December 21, 2017. The effective date of the MOU is January 1, 2018.
2. The Parties have determined that it is reasonable and appropriate to make certain changes to the Agreement 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 by this Amendment, 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.

#### Section III. Article 24-RETIREE HEALTH BENEFITS

Article 24, is amended to read as follows:

"All City of Rocklin employees that meet the eligibility requirements for CalPERS retirement and retire within 120 days of separation from the City of Rocklin are eligible for post-retirement health benefits.

Effective July 1, 2018, the City will contribute a maximum of \$1,200 per month towards the cost of health insurance (Article 20, Section III). Eligible retirees shall receive 100% of the City's contribution towards their post-retirement health benefits.

The RFF and the City agree to rescind the Vesting Schedule for Retiree Health Benefits, adopted by the City by Resolution No. 2003-91 under the authority of California Government Code 22983. In exchange for rescinding the vesting schedule, the City and the RFF mutually agree that the retiree health benefits described in this Article are intended to be permanent for current retirees as of December 31, 2017, and employees who retire during the term of this MOU (January 1, 2018 – December 31, 2020). Therefore, entitlement to and continuation of the retiree health benefits described herein for current retirees and those who retire during the term of this MOU shall exist and continue beyond the term of this MOU, and are not dependent on the existence of any subsequent or future MOU. The RFF and the City, however, may agree to increase the amount of the retiree health benefit in the future. For any existing retiree who as of July 1, 2018, is receiving more than \$1,200 per month in post-retirement health benefits, the City will reimburse them no greater than the difference between the vesting schedule amount they are receiving as of July 1, 2018, and the City's health insurance contribution cap which will be \$1,200 per month on July 1, 2018."

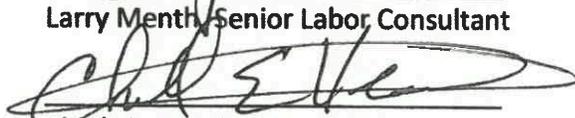
**IN WITNESS WHEREOF**, this First Amendment to the MOU has been executed by the parties hereto on the day and year first above written.

City of Rocklin

  
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Steven Rudolph, City Manager

Rocklin Firefighter's Union Local 3847

  
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Larry Mentz, Senior Labor Consultant

  
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Chad Vert, Union President