



March 23, 2020

Jonas Wilks
RPOA President
PO Box 907
Rocklin, CA 95677-0907

Re: Letter of Understanding- Police Department Temporary Change of Scheduled Overtime Procedure- Trial Program

Dear Jonas:

This letter confirms the agreement reached between the City of Rocklin ("City") and the Rocklin Police Officer's Association (RPOA) on behalf of the Police Representation Unit and the Public Safety Managers Unit, regarding a temporary change to overtime procedure, on a trial basis. Specifically, it is agreed as follows:

1. RPOA has proposed temporary modifications to the scheduling procedures set forth in the MOU between the City and the RPOA- Police Representation Unit, Article 13, Sections 13.2.1 and 13.3, used to fill short notice and scheduled overtime in an effort to minimize the impact of mandatory overtime on employees represented by the RPOA.
2. The City and RPOA met and conferred on the RPOA proposal, in accordance with the terms of the Memorandum of Understanding between the City and RPOA, for the Police Representation Unit (Section 13.3.1).
3. Before resorting to mandatory overtime to fill short notice and scheduled overtime, designated supervisory and management employees may volunteer to work out of class in a lower classification represented by RPOA, to fill the overtime assignment. No supervisory or management employee may fill an overtime assignment for a lower classification represented by RPOA, unless employees in that lower classification were afforded the first opportunity to work the overtime in accordance with the procedures set forth in the MOU between the City and RPOA, for the Police Representation Unit, Article 13, Sections 13.2.1 and 13.3.
 - a. Designated positions: The Manager of Police Records and Communications may work overtime in the classification of Public Safety Dispatch Supervisor classification represented by RPOA, in the Dispatch Center. Police Sergeants, Lieutenants and Captains may work overtime in a lower classification represented by RPOA at special events and grant-funded operations/events.

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- b. Rate of pay:
 - i. The Manager of Police Records and Communications, a Police Lieutenant or Police Captain working an overtime assignment in a lower classification represented by RPOA shall be compensated at the rate of one and one-half times the top step hourly rate of pay for the classification being filled, for each hour worked.
 - ii. A Police Sergeant working an overtime assignment in a lower classification represented by RPOA shall be compensated at the rate of one and one-half times the Police Sergeant's regular rate of pay, for each hour worked.
- 4. Police Lieutenants:
 - a. Additional compensation paid to Police Lieutenants shall not alter their continuing status as "exempt" employees under the Fair Labor Standards Act as specified in 29 C.F.R. §541.604.
 - b. No Police Lieutenant shall be ordered or otherwise mandated to work an overtime assignment in a lower classification, the acceptance of such an assignment shall be voluntary.
- 5. This change to overtime scheduling procedures is temporary, and is being implemented on a trial basis commencing March 23, 2020 and ending June 30, 2020, unless sooner terminated by the City. By mutual agreement, the change to overtime scheduling procedures may be extended up to and including December 31, 2020. This temporary change to overtime scheduling procedures shall not constitute the status quo or otherwise continue beyond expiration of the current MOU between the City and the RPOA- Police Representation unit, or the MOU between the City and the RPOA- Public Safety Managers' unit, unless expressly extended by mutual written agreement of the parties.

This agreement does not establish a precedent, nor does it interpret any employee rights under the language of the MOUs between the City and RPOA on behalf of the Police Representation unit and the Public Safety Managers' unit, the City of Rocklin's Personnel Rules, or any other applicable policies or procedures of the City of Rocklin, except as expressly set forth herein.

If this is your understanding of the agreement reached, please sign as indicated below and return one original to Human Resources.

Sincerely,



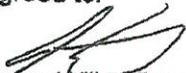
Michael Green
Interim Director of Human Resources

Approved:



Steven Rudolph
City Manager

Agreed to:


Jonas Wilks, President
Rocklin Police Officers' Association.


Timothy K. Talbot, Business Agent/Legal Counsel
Rocklin Police Officers' Association

Approved as to form:


City Attorney, City of Rocklin