



AGENDA
RIO DELL CITY COUNCIL SPECIAL MEETING
MONDAY, SEPTEMBER 28, 2020
CLOSED SESSION – 4:00 P.M.
SPECIAL MEETING – 5:00 P.M.
VIRTUAL “ZOOM” MEETING

***WELCOME . . .** By your presence in the meeting, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk’s office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

**SPECIAL PUBLIC HEALTH EMERGENCY ALTERATIONS TO MEETING FORMAT
CORONAVIRUS (COVID-19)**

Due to the unprecedented public health threats posed by COVID-19 and the resultant need for social distancing, changes to the City Council and Planning Commission meeting format are required. Executive Order N-25-20 and N-29-20 from Governor Gavin Newsom allow for telephonic Council meetings of the City Council and Planning Commission and waives in-person accessibility for Council meetings, provided that there are other means for the public to participate. Therefore, and effective immediately, and continuing only during the period in which state or local public health officials have imposed or recommended social distancing measures, the Rio Dell City Council will only be viewable via livestreaming through our partners at Access Humboldt via their YouTube channel or Suddenlink channels on Cable TV or directly through Zoom.

Public Comment by Email:

In balancing the health risks associated with COVID-19 and need to conduct government in an open and transparent manner, public comment on agenda items can be submitted via email at publiccomment@cityofriodell.ca.gov. Please note the agenda item the comment is directed to (example: Public Comments for items not on the agenda) and email no later than one hour prior to the start of the Council meeting. Your comments will be read out loud, for up to three minutes.

Meeting can be viewed on Access Humboldt’s website at <https://www.accesshumboldt.net/>. Suddenlink Channels 10, 11 & 12 or Access Humboldt’s YouTube Channel at <https://www.youtube.com/user/accesshumboldt>.

Zoom Public Comment:

When the Mayor announces the agenda item that you wish to comment on, call the conference line and turn off your TV or live stream. Please call the toll free number **888-475-4499**, enter Meeting **ID 987-154-0944** and press star (*) 9 on your phone – this will raise your hand. You will continue to hear the meeting on the call. When it is time for public comment on the item you wish to speak on, the Clerk will unmute your phone. You will hear a prompt that will indicate your phone is unmuted. Please state your name and begin your comment. You will have 3 minutes to comment.

- A. CALL TO ORDER
- B. ROLL CALL
- C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1) 2020/0928.01- **Conference with Labor Negotiator:** Designated Representative: City Manager Kyle Knopp, Employee Organizations: Rio Dell Police Officers Association, Rio Dell Employees Association and all Contract Employees (Pursuant to Gov't Code Section 54957.6)

D. PUBLIC COMMENT REGARDING CLOSED SESSION

E. RECESS INTO CLOSED SESSION (REMOTELY/ZOOM)

F. RECONVENE INTO OPEN SESSION – 5:00 P.M.

G. ORAL ANNOUNCEMENTS

H. PLEDGE OF ALLEGIANCE

I. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3 of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.

J. SPECIAL MEETING MATTERS

1) 2020/0928.02 - Adopt Resolution No. 1464-2020 Amending and Adopting the Master Salary Schedule **(DISCUSSION/POSSIBLE ACTION)**

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2) 2020/0928.03 - Adopt Resolution No. 1465-2020 Approving Employment Agreements for Rio Dell Employees Association, Rio Dell Police Officers Association, and five (5) Contract Employees **(DISCUSSION/POSSIBLE ACTION)**

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K. ADJOURNMENT

*The next Regular City Council meeting is scheduled for
Tuesday, October 6, 2020 at 6:30 p.m.*



*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com*

September 28, 2020

TO: Rio Dell City Council

THROUGH: Kyle Knopp, City Manager

SUBJECT: Adoption of Resolution No. 1464-2020 Amending and Adopting the City Master Salary Table

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve adoption of Resolution No. 1464-2020 amending and adopting the City Master Salary Table.

BACKGROUND AND DISCUSSION

This item formally implements the Koff and Associates salary ranges as recommended by the consultant. Koff and Associates, a third party consulting firm, at the direction of the Council conducted a compensation review and made a number of recommendations to adjust salary levels in the City of Rio Dell. The results of the study were unanimously accepted by the Council on August 4, 2020.

Employees whose compensation under this proposed resolution is higher than the attached schedule in Resolution No. 1464-2020 are Y-Rated to maintain the compensation under Resolution No. 1428-2019.

Attachments: Resolution No. 1464-2020
Resolution No. 1428-2020

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**RESOLUTION NO. 1464-2020
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
AMENDING AND ADOPTING CITY MASTER SALARY TABLE**

WHEREAS, the City of Rio Dell recognizes the value of adopting a salary schedule that promotes the recruitment and retention of employees; and

WHEREAS, a pay structure with competitive salaries is essential in attracting and retaining a skilled, motivated work force, thereby increasing the level of service to the City’s residents; and

WHEREAS, the City Council of the City of Rio Dell directed that a compensation review be conducted by consultant Koff and Associates, and the results of said compensation study by Koff and Associates was accepted by the City Council of the City of Rio Dell on August 4, 2020 by a vote of 5-0; and

WHEREAS, a salary table helps provide transparency in compensation; and

WHEREAS, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell hereby amends and adopts the following Master Salary Table and that all prior resolutions ** (Resolution No. 1428-2019**) concerning compensation for City employees that are in conflict with this Resolution or the Master Salary Tables are hereby repealed, and this Resolution shall be effective September 28, 2020:

Peace Officers Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Community Service Officer	39,670	41,654	43,736	45,923	48,219
Police Officer	46,005	48,305	50,721	53,257	55,919
Police Corporal	53,352	56,019	58,820	61,761	64,849
Sergeant	58,890	61,835	64,927	68,173	71,582

Rio Dell Employee's Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Accountant I	47,155	49,513	51,989	54,588	57,317
Accountant II	52,051	54,653	57,386	60,255	63,268
Admin. Assistant	33,373	35,042	36,794	38,633	40,565
Administrative Tech.	38,702	40,638	42,669	44,803	47,043

Fiscal Assistant I	31,765	33,353	35,021	36,772	38,610
Fiscal Assistant II	35,063	36,816	38,656	40,589	42,619
Office Assistant	28,777	30,216	31,727	33,314	34,979
PW Leadman	36,838	38,679	40,613	42,644	44,776
Records Tech.	35,063	36,816	38,656	40,589	42,619

Rio Dell Employee's Association (continued)

JOB TITLE	Salary Range				
	A	B	C	D	E
Sr. Fiscal Assistant	38,702	40,638	42,669	44,803	47,043
Utility Worker I	30,234	31,746	33,333	35,000	36,750
Utility Worker II	33,373	35,042	36,794	38,633	40,565
Utility Worker III	36,838	38,679	40,613	42,644	44,776
W/WW Plant Op. I	35,939	37,736	39,623	41,604	43,684
W/WW Plant Op. II	39,670	41,654	43,736	45,923	48,219
W/WW Plant Op. III	43,788	45,978	48,277	50,690	53,225
Operator In Training (OIT)					

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	47,155	49,513	51,989	54,588	57,317
City Manager	101,384	106,453	111,776	117,365	123,233
Chief of Police	85,291	89,555	94,033	98,735	103,672
Finance Director	75,385	79,154	83,112	87,267	91,631
Community Dev. Dir.	75,385	79,154	83,112	87,267	91,631
Wastewater Sup. Tr.	50,781				
Wastewater Sup.	61,872	64,965	68,214	71,624	75,205
Water/Streets Sup.	61,873	64,965	68,214	71,624	75,205

* Elected officials are eligible to be reimbursed for official expenses incurred.

** employees whose compensation under Resolution No. 1428-2019 is higher than the above schedule in Resolution No. 1464-2020 are Y-Rated to maintain the compensation under Resolution No. 1428-2019.

PASSED AND ADOPTED by the City of Rio Dell on this 28th day of September by the following roll call vote:

Ayes:

Noes:

Abstain:

Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk



RESOLUTION NO. 1428-2019
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
AMENDING AND ADOPTING CITY MASTER SALARY TABLE

WHEREAS, the City of Rio Dell recognizes the value of adopting a salary schedule that promotes the recruitment and retention of employees; and

WHEREAS, a pay structure with competitive salaries is essential in attracting and retaining a skilled, motivated work force, thereby increasing the level of service to the City's residents; and

WHEREAS, a salary table helps provide transparency in compensation; and

WHEREAS, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell hereby amends and adopts the following Master Salary Table and that all prior resolutions (Resolution No. 1397-2018 and 1405-2018) concerning compensation for City employees that are in conflict with this Resolution or the Master Salary Tables are hereby repealed, and this Resolution shall be effective July 16, 2019:

Peace Officers Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	43,705	45,016	46,367	47,758	49,190
Police Corporal	48,075	49,517	51,003	52,533	54,109
Sergeant	53,895	55,512	57,178	58,893	60,659

Rio Dell Employee's Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Accountant I	44,622	45,961	47,340	48,760	50,223
Accountant II	49,084	50,557	52,074	53,636	55,245
Admin. Assistant	30,356	31,266	32,204	33,170	34,166
Administrative Tech.	36,848	37,954	39,093	40,266	41,474
Fiscal Assistant I	29,919	30,816	31,740	32,692	33,673
Fiscal Assistant II	33,542	34,548	35,584	36,651	37,750
Office Assistant	24,839	25,584	26,352	27,142	27,956
PW Leadman	34,678	35,718	36,789	37,893	39,030
Records Tech.	34,130	35,154	36,209	37,295	38,414

Rio Dell Employee's Association (continued)

JOB TITLE	Salary Range				
	A	B	C	D	E
Sr. Fiscal Assistant	38,457	39,611	40,799	42,023	43,284
Utility Worker I	27,400	28,222	29,069	29,941	30,839
Utility Worker II	30,154	31,059	31,991	32,951	33,939
W/WW Plant Op. I	36,334	37,424	38,547	39,703	40,895
W/WW Plant Op. II	39,968	41,167	42,402	43,674	44,984
Operator In Training (OIT)	34,528	-	-	-	-

Contract Employees

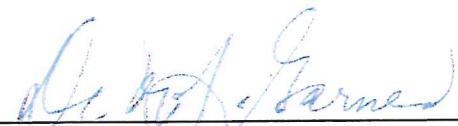
JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	53,644	55,253	56,911	58,618	60,377
City Manager	106,875	110,081	113,384		
Chief of Police	79,540	81,926	84,384	86,916	89,523
Finance Director	67,473	69,497	71,582		
Community Dev. Dir.	73,394	75,596	77,863	81,756	85,623
Wastewater Sup. Tr.	49,192				
Wastewater Sup.	58,050	59,791	61,585	63,432	65,335
Water/Streets Sup.	61,556	63,403	65,305	67,264	69,282

ELECTED OFFICIALS*	Salary Range				
	A	B	C	D	E
Mayor	-	-	-	-	-
Mayor Pro-tem	-	-	-	-	-
City Council Members	-	-	-	-	-
Planning Commissioner - Chair	-	-	-	-	-
Planning Commissioners	-	-	-	-	-

*Elected officials are reimbursed for travel expenses related to official duties


PASSED AND ADOPTED by the City of Rio Dell on this 16th day of July by the following roll call vote:

Ayes: Garnes, Woodall, Strahan and Wilson
 Noes: None
 Abstain: None
 Absent: None



 Debra Garnes, Mayor

ATTEST:



 Karen Dunham, City Clerk



*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
cityofriodell.ca.gov*

September 28, 2020

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Adoption of Resolution No. 1465-2020 Approval of Memorandum of Understanding with the Rio Dell Police Officers Association (RDPOA) Rio Dell Employees Association (RDEA) and agreements with the Community Development Director, City Clerk, Water & Roadways Superintendent, Wastewater Superintendent and Chief of Police

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve adoption of Resolution No. 1465-2020.

BACKGROUND AND DISCUSSION

Summary of significant changes:

Rio Dell Employees Association

- Three year contract
- Full implementation of Koff and Associates compensation study recommendations
- Increase to on-call stipend
- Removal of alternative work schedules
- Vacation buyback of 20 hours annually

Rio Dell Peace Officers Association

- Three year contract
- Full implementation of Koff and Associates compensation study recommendations

Management Contracts

- Three year contracts
- Full implementation of Koff and Associates compensation study recommendations
- City Clerk final contract agreement. Extension of alternative workweek schedule. Partial sick leave cash out at employment separation based upon fulfillment of contract term.

**RESOLUTION NO. 1465-2020
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
AMENDING AND ADOPTING MEMORANDUM OF UNDERSTANDING
AND EMPLOYMENT AGREEMENTS**

WHEREAS, the City of Rio Dell recognizes the value of adopting a competitive employment agreements that promotes the recruitment and retention of qualified employees; and

WHEREAS, employment agreements help to provide transparency between employer, employee and the public; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell hereby amends and adopts the following memorandums and employment agreements attached to this Resolution and authorizes the City Manager to sign:

- Rio Dell Employees Association
- Rio Dell Peace Officers Association
- City Clerk
- Wastewater Superintendent
- Water and Roadways Superintendent
- Chief of Police
- Community Development Director

PASSED AND ADOPTED by the City of Rio Dell on this 28th day of September, 2020, by the following roll call vote:

Ayes:
Noes:
Abstain:
Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk

Memorandum of Understanding
Between



The City of Rio Dell

and

The Rio Dell Employee's Association

Through June 30, 2023

ARTICLE 1: PREAMBLE

The City of Rio Dell hereinafter the “City,” and representatives of the Rio Dell Employees’ Association, hereinafter the “Association,” having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Rio Dell and the general membership of the Association that the following Memorandum of Understanding (MOU) be adopted and that the terms and conditions set forth herein be implemented.

ARTICLE 2: RECOGNITION

The City Council of the City of Rio Dell hereby recognizes the Rio Dell Employees’ Association as the employee organization representing the bargaining unit consisting of employees other than management, other than contract employees and other than Police Department employees of the City of Rio Dell.

ARTICLE 3: TERM

This MOU shall be effective July 1, 2020 and will continue in effect through June 30, 2023. In the event this MOU is not replaced by a successor MOU on or before June 30, 2023, this MOU shall automatically renew and continue until either party issues sixty (60) days written notice to the other party that it desires to terminate and seek to negotiate a new MOU. Nothing in this MOU shall change the At-Will employment nature of each City employee who is a member of the Association, and each employee’s employment may be terminated by the employer or employee in accord with the City’s At-Will Employment Policy and Personnel Rules referenced in Article 24, below.

ARTICLE 4: NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, sexual orientation, disability or union membership.

ARTICLE 5: ASSOCIATION SECURITY

When a person is hired in any of the classifications represented by the Association, the City shall notify that person that the Rio Dell Employees Association is the recognized bargaining group for the employee by providing the employee with a copy of the current MOU. Upon receipt of an agreement and authorization for dues deduction signed by an individual employee, the City will withhold legitimate Association dues consistent with the terms of said authorization through payroll deduction and will remit funds so collected to the employee Association on a quarterly basis.

The City shall provide and the Association shall have access to available bulletin board space in employee work areas for the purposes of posting notices of official Association business and information of interest to employees.

Duly appointed and identified representatives of the Association are authorized access to City work locations for the purpose of conducting Association business within the scope of representation. Conduct of business shall occur during employee lunch and other non-duty time, unless otherwise authorized by the

City Manager. The Association will notify the City Manager in advance when any City facility is requested to be used for employee meetings.

Employees of the City other than management or contract employees and Police Department employees are required to either join the Association or pay the Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City represented by the Association who is a member of a bona fide religious body or sect, which has historically held conscientious objection to joining or financially supporting public employment organizations, shall not be required to join or financially support the Association as a condition of employment. Such employees shall be required to pay a sum equal to Association dues to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the IRS Code as designated by the objecting employee.

ARTICLE 6: TIME OFF FOR ASSOCIATION BUSINESS

The Association shall notify the City Manager of the names of representatives selected to represent the Association prior to any formal meet and confer session or grievance process. A maximum of three employees shall be allowed reasonable time off, subject to approval of the employee's Department Head, which shall not be unreasonably withheld, without loss of compensation or other benefits when formally meeting with City representatives on matters within the scope of representation.

ARTICLE 7: EMPLOYEE HEALTH & SAFETY

In order to provide a safe and healthy work place each party hereto shall comply with all applicable State and Federal laws establishing minimum standards for occupational health and safety.

ARTICLE 8: SALARY SCHEDULE

Effective July 1, 2020 through June 30, 2023, the salary schedule for employees represented by the Association shall be as follows: **salary shall be set in accord with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on _____, 2020, as Resolution No. 2020-_____, a copy of which is attached hereto as Exhibit "A" and incorporated by reference (the "Salary Schedule"). The Salary Schedule may be amended, from time to time, at the City's discretion.** Advancements to Steps B, C, D, and E of the Salary Schedule require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. The performance evaluation shall be conducted by the City Manager for approval and filing in the employee's personnel file. If an employee is rated below this standard, the employee shall be re-evaluated at the six month interval for reconsideration of a step increase. If, as a result of a six-month re-evaluation, the employee is granted a step increase, the employee shall be available for another step increase on the one-year anniversary of the six-month re-evaluation.

Members of the Rio Dell Employee's Association in good standing who possess ten (10) years of continuous uninterrupted employment with the City of Rio Dell shall receive a one-time 3% increase to their base salary.

ARTICLE 9: TRAINING

The City Manager and Department Heads will work with Association representatives on training needs for represented employees. Travel time will be treated as regular hours worked.

ARTICLE 10: INSURANCE

MEDICAL, DENTAL AND VISION INSURANCE: Medical, dental, and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents until June 30, 2023. The City reserves the right to choose, in the City’s unilateral discretion, alternative medical coverage during the term of this MOU. If the City elects to procure alternative medical coverage during the term of this MOU, the City will seek to procure insurance of approximate comprehensive equivalency, but employees acknowledge they have no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 per pay period for health, vision and dental coverage combined. Proof of alternative health insurance must be provided to employer before the requesting employee may substitute compensation for insurance.

LIFE INSURANCE: A \$50,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding.

ARTICLE 11: DEFERRED COMPENSATION

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to ten percent (10%) of the Employee’s salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

ARTICLE 12: SICK LEAVE

Sick leave earnings at the rate of eight hours per month shall be granted. Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee’s separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

ARTICLE 13: JURY DUTY

An employee who is required to report for jury duty shall receive full pay for such absence from work. Mileage expenses will be paid to the employee by the court directly and are therefore ineligible for reimbursement by the City. Upon being excused from jury duty, if four or more hours are left in the employee's workday the employee shall report back to work. The employee shall provide the employer documentation from the court detailing the time served for each day the employee is required to report for jury duty.

ARTICLE 14: VACATION LEAVE

All full-time employees shall be entitled to annual vacation leave with full pay. The times during which an employee may take vacation time shall be determined by the Department Head with due regard for the employee's request. No accrued vacation time may be used prior to completion of probation, unless authorized by the City Manager. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service:

<u>Greater than Or equal to:</u>	<u>Less than:</u>	<u>Vacation hours per year</u>	<u>Vacation hours per pay period</u>
Date of hire	6 full years	80	3.077
6 full years	11 full years	120	4.615
11 full years	16 full years	160	6.154
16 full years	17 full years	168	6.462
17 full years	18 full years	176	6.769
18 full years	19 full years	184	7.077
19 full years	20 full years	192	7.385
20+ full years		200	7.692

Employees who terminate employment shall be entitled to receive vacation leave pay in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed the one year accrual limit up to a maximum of 120 hours.

Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue when an employee is on vacation or the first thirty days of sick leave. Employees shall not be recalled from vacation time unless the City has declared that a state of emergency exists.

ARTICLE 15: ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

Employees may elect to cash out up to a maximum of 20 hours of vacation leave per fiscal year provided that at least 40 hours of accrued vacation leave remains for the electing employee following the cash out.

ARTICLE 16: HOLIDAYS

The following days shall be recognized and observed as paid holidays during the fiscal year:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, first Monday in September
7. Veterans' Day, November 11th
8. Thanksgiving Day, fourth Thursday in November
9. Friday following Thanksgiving Day
10. Christmas Day, December 25th
11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year
13. One holiday on the employee's birthday.

The Association shall inform the City Manager at least thirty days prior to December 25 regarding the choice to take the day before or day after Christmas as a holiday. When a holiday falls on a Saturday, the proceeding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

The RDEA shall refer to the Employee Handbook for guidance on holiday hours associated with voluntary alternative workweek schedules.

An Association employee required to work on a holiday provided for herein, shall receive holiday pay which shall be either:

1. Their regular pay plus compensatory time off at the rate of one hour of compensatory time for each hour worked.
2. Their regular rate of pay plus one hour of pay for each hour worked.

ARTICLE 17: WORK SCHEDULE AND OVERTIME

All employees shall be scheduled to work not more than five days per "workweek," as that term is defined below, and not more than eight hours per day.

Overtime shall mean the time that an employee is required to work in excess of eight hours per day or forty hours per week. The workweek shall begin at 12:01 am on Saturday each week. Employees required to work more than eight hours per day or forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee.

Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed forty (40) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

ARTICLE 18: PUBLIC WORKS SCHEDULING

Public Works employee work weeks shall be scheduled at least 14 days in advance with due consideration given to factors such as seniority and qualifications when scheduling Saturday, Sunday and holiday duty.

ARTICLE 19: STAND-BY AND CALL-OUT

An employee called-out for work during off duty hours shall be compensated with a minimum of two hours of overtime, regardless of actual hours worked. An employee required to be on call after hours shall be compensated \$200.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$150.00 for every seven (7) days of on-call duty, regardless of actual hours worked.

ARTICLE 20: ACTING PAY

An employee covered by this MOU shall only be required to perform the supervisory duties of his or her supervisor when the supervisor is absent from the position and upon specific written assignment by the City Manager. Employees so assigned shall be compensated at an additional rate of one-half the difference between his or her pay and that of the supervisor; provided, however, that the employee shall only receive such additional compensation when the assignment is for eleven consecutive work days or more. The City shall not rotate employee shifts for the purpose of avoiding payment of such compensation.

ARTICLE 21: UNIFORM AND SAFETY EQUIPMENT

Where uniforms are required for any employment position, the City shall provide all employees in any such category with shirts that include a City logo and name when available. City shall provide new rain gear and rubber/neoprene boots to employees holding the job titles of Operator or Utility Worker once per fiscal year. City shall provide all safety equipment to employees as required by law. Whenever a full-time Public Works employee is required to have, or while on duty, wear protective clothing as defined by IRS Publication 529, he or she shall be reimbursed for the purchase of said protective gear in an amount not to exceed \$300 per fiscal year upon presentation of applicable expense receipts. Protective clothing as defined by the IRS includes: safety boots, safety glasses, hard hats, work gloves, etc.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

Whenever it becomes necessary for employees to be laid off because of lack of work or lack of funds, all probationary employees of the department shall be laid-off before any regular full-time employees. If additional reductions are necessary, regular full-time employees shall be laid off in reverse order of their

seniority within a department in the same job classification. Employees laid off shall be given written notice of such layoff at least thirty days prior to the effective date of the layoff. The names of employees laid off shall be placed on a re-employment list for the position. Persons on such lists shall retain eligibility for appointment there from in order of accumulated seniority for a period of two years from the date their names were placed on the list. Persons notified for rehire must respond in writing to such notice within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.

ARTICLE 23: AUTOMOBILE

For those employees who are required to have a valid driver's license and operate City vehicles failure to maintain a valid driver's license or failure to maintain an insurable driving standard as defined by City's insurance coverage shall be cause for termination. Subject employees shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

If employee's duties require that they have the use of employee's automobile to perform Employer's business. Employee's use of their private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

The City will remove the requirement for a Class B California Driver's License from the requirements for the position of Utility Worker II.

ARTICLE 24: PERSONNEL RULES APPLICABLE

Rather than duplicate personnel rules applicable to all employees, this article incorporates by reference the Rio Dell Personnel Rules Resolution and Rio Dell Employer-Employee Organization Relations Resolution regarding the following subjects: At-Will Employment Status, Disciplinary Actions, Grievance Procedure, Impasse Procedure, Counseling and Unfavorable Reports, Employee Performance Evaluation, Personnel Files, Family Sick Leave and Bereavement Leave, Leave of Absence, Maternity Leave and Worker's Compensation Leave.

ARTICLE 25: MAINTENANCE OF BENEFITS

All written rights, privileges, benefits, terms and conditions of employment within the scope of representation as of the date of this MOU which are not specifically set forth in this MOU shall remain in full force, unchanged during the term of this MOU except by mutual consent or otherwise allowed or required by law.

ARTICLE 26: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, benefits, and terms and conditions of employment for the employees represented by the Association. During the term of this MOU, the City and the Association shall not be obligated to, but may by mutual consent, meet and confer on any matter within the scope of representation pursuant to provisions of the Myers-Millias-Brown Act.

ARTICLE 27: PRECEDENCE

Any and all prior or existing MOUs are hereby superseded. In the event of an express written conflict between a specific written provision of this MOU and a written rule, regulation or resolution of the City of Rio Dell, the terms of this MOU shall prevail and said written rule, regulation or resolution shall be deemed physically amended to conform to the specific provisions of this MOU.

ARTICLE 28: CONSITUTIONALITY

If any article, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed.

ARTICLE 29: NO STRIKE CLAUSE

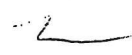
During the term of this MOU the Association, despite any sanctions or instructions by the Association, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this MOU. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this MOU, recognizing, with the City, that all matters of controversy within the scope of this MOU shall be settled by established grievance procedures.

ARTICLE 30: STIPEND


The City shall provide a one-time stipend of \$1,040.00 to all Association members on or before the first pay period of December, 2020. This is the only stipend included during the term of this Agreement.

RIO DELL EMPLOYEES' ASSOCIATION

CITY OF RIO DELL

 9-24-2020
Ed Lee, President Date

Kyle Knopp, City Manager Date

 9-24-20
Susie Townsend, Vice President Date

Approved as to form:

Russ Gans, City Attorney Date

CITY OF RIO DELL
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIO DELL
AND THE
RIO DELL PEACE OFFICERS ASSOCIATION

July 1, 2020 through June 30, 2023

ARTICLE I - GENERAL

- 1. PARTIES:** This MEMORANDUM OF UNDERSTANDING ("MOU" and/or "Agreement") is entered into by the City of Rio Dell, hereafter referred to as the "City"; and representatives of the Rio Dell Peace Officers Association, hereafter referred to as "Association."
- 2. RECOGNITION:** Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer pursuant to and in accord with California Government Code Section 3500 et seq.
- 3. PERSONNEL RULES AND REGULATIONS:** All terms and conditions of the City of Rio Dell Employee Handbook shall apply to this MOU. This MOU is intended to supplement the Employee Handbook for the Unit represented by this MOU. In the event there is a conflict between the Employee Handbook and this MOU, the terms of the MOU shall apply. The City of Rio Dell Employee Handbook is subject to amendment during the term of this MOU at the sole discretion of the City of Rio Dell City Council.
- 4. NON-DISCRIMINATION:** The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.
- 5. MEET AND CONFER:** Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Employee Handbook. Representing the City as part of the negotiating team, will be the City Manager, or his/her designee. The Association will be represented by a negotiation team designated by the Association President.
- 6. AGREEMENT COPIES:** Copies of this Agreement, the Employee Handbook of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.
- 7. MAINTENANCE OF BENEFITS:** All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of the date of this Agreement, which are not specifically set forth in this Agreement shall remain in full force unchanged during the term of this Agreement except by mutual consent, or as otherwise allowed or required by law.
- 8. MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in the Peace Officers Research Association of California (PORAC), participation in the PORAC Legal Defense Fund, charitable contributions,

and other expenditures as determined by a majority vote of the Association membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.

ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. "ASSOCIATION" shall mean the Rio Dell Peace Officers Association.
2. "CITY" shall mean the City of Rio Dell, California.
3. "MOU" or "MEMORANDUM OF UNDERSTANDING" shall mean this Agreement, and any amendments thereto, entered into by representatives of the City and the Association.
4. "EMPLOYEE HANDBOOK" shall mean the Employee Handbook of the City of Rio Dell, California, adopted by the City Council as may be amended from time to time in the City Council's discretion.
5. "FULL TIME EMPLOYEE" or "FULL TIME POLICE OFFICER" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per Work Period in a position authorized by the Rio Dell City Council.
6. "WORK PERIOD" shall mean a period of 80 hours in two consecutive work weeks commencing on a Sunday.
7. "COMPENSATORY TIME OFF (CTO)" shall mean paid time off that is earned and accrued by a Full Time Employee instead of a cash payment for overtime compensation.
8. "UNIT" shall mean all employees, members and non-members, represented by the Association.
9. "SWORN EMPLOYEE" shall mean a member of the Association with peace officer powers as defined by the California Penal Code.
10. "TERM" OF MOU shall mean the time period recited in Article XI, below.

ARTICLE III - WORKING CONDITIONS

1. EMPLOYEES HEALTH AND SAFETY: In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

2. WORK SCHEDULES: The City and the Association agree that the Chief of Police may utilize any of the following work schedules during any Work Period:

- 10 working days at 8 hours per day.
- 8 working days at 10 hours per day.
- 8 working days at 9 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
- 6 working days at 12 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.

It is further agreed between the City and the Association that the Chief of Police may modify the above work schedules to fulfill the needs of the department as they arise.

ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 actual months. However, said probationary evaluation period may be extended where any cumulative

absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the provisions of this article, the probationary period extension shall be a minimum of one month or an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

ARTICLE V - COMPENSATION

1. WAGES AND SALARIES: Effective July 1, 2020 through June 30, 2023 the salary schedule A for employees represented by the Association shall be as follows: **salary shall be set in accord with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on _____, 2020, as Resolution No. 2020-_____, a copy of which is attached hereto as Exhibit "A" and incorporated by reference (the "Salary Schedule").** The salary pay scale may be amended, from time to time, at the City's discretion.

Advancements to Steps B, C, D, and E of the Salary Schedule require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. The performance evaluation shall be conducted by the Chief of Police and, upon completion, submitted to the City Manager for approval and filing in the employee's personnel file. If an employee is rated below this standard, the employee shall be re-evaluated at the six month interval for reconsideration of a step increase. If, as a result of a six-month re-evaluation, the employee is granted a step increase, the employee shall be available for another step increase on the one-year anniversary of the six-month re-evaluation.

Employees who are promoted in rank shall be paid at the same step from which they were promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police. For purposes of example only, if a Police Corporal in "Step C" is promoted to Sergeant, that employee shall be paid at the Sergeant "Step C" rate.

The City agrees to provide a "Stay Fit" program with a maximum individual payment of \$500.00 within a fiscal year by the City to qualifying employees. The payments shall be awarded based upon a consistent method agreed upon by the Chief of Police and City Manager. Payments associated with the "Stay Fit" program shall be subject to all standard payroll deductions.

2. OVERTIME: Under this Agreement, overtime is any hours worked in excess of the scheduled Work Period hours as selected by the Chief of Police under Article II and Article III, above, in accordance with California Labor Code. All overtime hours worked shall be either paid in cash, at one and one half times the employee's regular rate of pay, or accumulated as CTO at overtime rates up to a maximum accrued amount of eighty (80) hours. Used CTO does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a mutually agreeable time. The City's Financial Department shall list accumulated CTO on the employees bi-weekly pay stub.

3. STANDBY AND CALL OUT: An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:

A. Call Back. Any time an off-duty employee is required to report for duty for other than a regularly scheduled shift, they shall be compensated at time and one-half their regular rate of pay. A minimum of two (2) hours shall be granted if the employee had seventy-two (72) or more hours' notice of the need to report. A minimum of four (4) hours shall be granted if the employee had less than seventy-two (72) hours' notice of the need to report.

1. Notification is complete when the employee is actually notified in person or by telephone.
2. Notification is also deemed complete when:
 - a. The employee's schedule is posted at least ninety-six (96) hours in advance and the employee will have worked a regularly scheduled shift where they could have checked the posted schedule at least ninety-six (96) or more hours in advance.
 - b. The employee reads an E-mail or text notification or listens to a voicemail message at least ninety-six (96) or more hours in advance. (The burden of proof the message was received rests with the sender.)
 - c. The notification is made to another adult member of the employee's household and they agree they will be able to deliver the message in time.
3. The minimum credit in this subsection shall not apply when (1) the employee is required to work beyond their normal work shift without having been called to return to work; (2) when the employee is called in to work prior to the start of their normal work shift and the employee continues to work into their normal shift without having been released to go home; or (3) when the employee is not actually required to physically report to duty (e.g., answering work-related telephone calls or texts).

B. On-Call Time. Any time an off-duty employee is ordered by the Police Chief or City Manager to remain available for call to duty they shall receive the equivalent of one hour of straight time pay for each twenty-four (24) hour or less time period they are subject to call-out. Employees who are on-call are required to carry and answer cell phones or texts or otherwise remain available for call to duty during their twenty-four (24) hour on-call period. Employees may continue to participate in their off-duty activities while "on-call," except that employees shall not consume alcoholic beverages and must be able to respond to the Police Department within forty-five (45) minutes after being called to duty. Employees actually called to duty will be compensated as specified in provision A. "Call Back."

4. TRAVEL PAY: Actual travel time, other than normal commute time to and from the employee's regular place of work, shall be counted as time worked.

ARTICLE VI - FRINGE BENEFITS

1. GENERAL: The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both Sworn Employees and non-sworn employees unless stated otherwise.

2. MEDICAL, DENTAL AND VISION INSURANCE: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of the Unit and their dependents, which shall include the following persons: (a) employee's spouse, (b) employee's biological and/or adoptive children, and (c) any

person for whom the employee is a legal guardian. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. If the City elects to procure alternative medical coverage during the term of this MOU, the City will seek to procure insurance of approximate comprehensive equivalency, but Sworn Employees acknowledge they have no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. In lieu of participating in a City sponsored Medical, dental, and vision insurance coverage, employees may elect to receive compensation to purchase their and their dependents' own health, dental, and vision insurance coverage. In lieu of compensation shall be \$125.00 per Pay Period total for health, vision and dental coverage. Proof of alternative health insurance must be provided to employer before the requesting employee may substitute compensation for insurance.

If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage. Employee shall be entitled to a stipend of One Hundred and Fifty Dollars (\$150.00) [less applicable payroll taxes] per pay period in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

3. LIFE INSURANCE: A \$75,000.00 life insurance policy shall be provided by the City for each Full Time Employee of the Unit during the term of employment with the City and the Term of this Memorandum of Understanding.

4. DEFERRED COMPENSATION: The deferred compensation plan is the retirement program for the City. The City shall contribute twenty percent (20%) of the Sworn Employee's salary for regular hours worked to a deferred compensation plan for all Sworn Employees.

5. SICK LEAVE: Sick leave shall not be considered as a right to be used at the employee's discretion, but shall be allowed only in case of necessity and actual personal illness or disability. Sick leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sick leave may accumulate with no maximum limit. When an employee leaves the City's employment, his or her sick leave shall revert back to the City without any compensation for unused sick leave.

6. FAMILY SICK LEAVE AND FAMILY BEREAVEMENT LEAVE: Family sick leave and family bereavement leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Up to three days of accumulated sick leave within a calendar year may be granted to any employee whose employment status normally entitles him or her to vacation and sick leave benefits as may be reasonable or required for care and attendance upon sick members of his or her family upon request to, and approval by, the employee's department head. Up to five days of accumulated sick leave within a calendar year may be granted to employees whose employment normally entitles him or her to sick leave and vacation benefits for attending funerals that occur in the employee's immediate family upon request to and approval by the employee's department head. An additional five days may be allowed at the discretion of the Chief of Police. Immediate family is defined in the Employee Handbook.

7. CATASTROPHIC LEAVE (SICK LEAVE TRANSFER): An employee or their designee may request the establishment of a Catastrophic Leave Bank on behalf of the employee. The employee or their designee shall follow the following procedures:

- A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to use sick leave must be supported by a qualified medical opinion where such an opinion may be requested by the employer under applicable law. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

- 1) An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.
- B. Any employee who is subject to this MOU may voluntarily donate Catastrophic Leave to another City employee subject to this MOU under the following condition:
- 1) The donating employee must retain at least 80 hours of Catastrophic Leave in their Catastrophic Leave Bank at the time of any Sick Time transfer.
- C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

8. LEAVE OF ABSENCE: Leave of absence shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. The City Manager may grant a full time regular employee an unpaid leave of absence in the City Manager's discretion. No leave of absence shall be granted to a probationary employee or part time employee except as required by law. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager, and the City Manager shall grant or deny the leave request thereafter.

9. VACATION TIME: Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sworn Employees covered by this Memorandum of Understanding who are not Full Time Employees shall not be eligible for any paid vacation leave or any actual accrual thereof. Employees vacation accrues at the rates below:

Tenure Greater than or equal to:	Less than:	Vacation hours per year	Vacation hour accrual per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 th year		168	6.462
18 th year		176	6.769

19 th year	184	7.077
20 th year	192	7.385
21 years and beyond	200	7.692

The amount of vacation time allowed to be accrued at the end of any Pay Period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 160 hours for all Sworn Employees with sixteen (16) full years of service or less. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount (i.e., the 160 hour accrual maximum). For Sworn Employees with 17 full years of service or more, the vacation accrual cap shall be set at the schedule recited immediately above. For purposes of example only, a Sworn Employee with 21 full years or more of service shall not accrue vacation time above the 200 hour per year amount.

The times at which an employee may take vacation time shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

10. HOLIDAYS: The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.
12. 1 floating holiday per fiscal year.
13. 1 holiday on the employee's birthday.

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn Employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

11. DEPARTMENT UNIFORM ALLOWANCE: Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of \$187.50 per calendar quarter, beginning with a payment of \$187.50 upon hire. The initial \$187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the full insignia uniform. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. This fringe benefit is authorized for sworn employees only.

12. WORKERS' COMPENSATION LEAVE: Workers' compensation leave shall be afforded in accordance with State laws and the Employee Handbook except as modified by this Memorandum of Understanding.

13. COMPENSATORY TIME OFF (CTO) BUY-BACK: On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her accrued CTO, provided that the Sworn Employee has at least 40 hours of CTO accumulated at the time of the request. The Sworn Employee shall not be entitled to cash out additional CTO during that same fiscal year.

14. MILITARY LEAVE: Military leave shall be granted consistent with applicable mandatory provisions of law. Employees who are also subject to military training requirements may request that a Military Leave Bank be created on behalf of the employee.

- A. An eligible employee's Military Leave Bank shall not exceed 80 hours.
- B. Deposits into the leave bank may be made the following ways: (1) transfer of employee's existing CTO and/or vacation time, (2) Donation and transfer from another member of the Rio Dell Peace Officers Association bargaining unit of existing CTO and/or vacation time.
- C. The City shall provide up to 40 hours a year of matching Military Leave for deposits made under Section 14(B). The Military Leave Bank shall not exceed 80 hours.
- D. Debits from the Military Leave Bank shall only be made for military training. All debits shall require prior approval of the Chief of Police.

ARTICLE VII- GRIEVANCE PROCEDURE

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Employee Handbook.

ARTICLE VIII- EVALUATIONS

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

ARTICLE IX- SEPARATIONS

1. RESIGNATIONS: Resignation from City service procedure shall be in accordance with the Employee Handbook.

2. LAYOFF AND REEMPLOYMENT: Layoff from, and reemployment by the City shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

3. DISMISSALS AND DISCIPLINE: Dismissal and/or discipline from City service procedure shall be in accordance with the Employee Handbook as modified by this MOU. Where the recommended discipline (be it suspension, merit decrease(s), demotion or dismissal) and the discipline is "major" and contemplated against a Sworn Employee who has completed his or her probationary employment period, a preliminary written statement of charges, signed by the Police Chief, or the Police Chief's designee, supporting the discipline shall comply with California Government Code Section 3304(d) and be made at least five (5) days before a pre-disciplinary hearing, as defined below. The charges shall state:

- 1) The recommended discipline.
- 2) The reasons for discipline.
- 3) The names of witnesses to the incident(s) precipitating the discipline, if applicable.
- 4) The identity of any written documents and other materials relied upon to support the discipline or that are otherwise pertinent to the discipline.

4. SERVICE OF CHARGES: Service of the preliminary written statement of charges shall be made by:

- 1) Personally giving the employee a copy; or
- 2) If personal delivery is infeasible, then by one of the following:
 - a. A recognized overnight delivery service (e.g. Federal Express).
 - b. U.S. Postal Service overnight mail.
 - c. U.S. registered or certified mail, with a return receipt.
 - d. Any other reasonable method that is normally employed in commerce to deliver items of importance from one person or entity to another, where proof of service is obtained.

Service is deemed complete when either one of the preceding steps is taken.

5. PRE-DISCIPLINARY HEARING PROCEDURE (*SKELLY HEARING*).

- 1) The pre-disciplinary hearing procedure (*Skelly Hearing*) is an informal hearing process intended to provide the accused employee with an opportunity to present a written or oral response to the Police Chief, or their designee, after having had an opportunity to review the supporting materials and prior to imposition of any discipline. The employee shall consider the following:
 - a. The response is not intended to be an adversarial or formal hearing.
 - b. Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
 - c. The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Police Chief, or their designee, to consider.
 - d. In the event that the Police Chief, or their designee, elects to cause further investigation to be conducted, the employee shall be provided with the results of such further investigation prior to the imposition of any discipline.
 - e. The employee may thereafter have the opportunity to further respond orally or in writing to the Police Chief, or their designee, on the limited issues or information raised in any subsequent materials.
 - f. The hearing shall be digitally recorded. The person conducting the hearing shall keep a written record.
- 2) Once the member has completed their pre-disciplinary response, or if the member has elected to waive any such response, the Police Chief shall consider all information received in regard to the recommended discipline. The Police Chief shall render a timely written decision within 30 days to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the Police Chief has issued a written decision, the discipline shall become effective. If the decision of the Police Chief is to reject the discipline, the employee will be so notified. If the decision of the Police Chief is to reduce the level of discipline to a minor discipline, the reduced discipline will be imposed. If the decision of the Police Chief is to proceed with the imposition of major discipline, whether as originally proposed or as modified, the employee will be served with a notice of discipline, which includes the final statement of charges. The statement of charges will contain a synopsis of the *Skelly Hearing*, the matters set forth in Article IX, Section 3 and notice of the right to appeal as provided in Article IX, Section 7.

6. APPEAL FROM MINOR DISCIPLINE: Oral warnings and documented counseling are not subject to appeal. A written reprimand may be appealed to the City Manager. The appeal must be in writing. It must be filed with the City Manager within five (5) working days after the reprimand is finalized and given to the employee. The City Manager or their designee will conduct an investigation of the facts as warranted. The City Manager shall issue a decision in writing and may uphold, revise or rescind the reprimand. The City Manager shall issue a decision in writing and may uphold, revise or rescind the reprimand. The decision of the City Manager is final and must include notice to the appellant that the time within which judicial review must be sought is governed by Code of Civil Procedure Section 1094.6 as described in Article IX, Section 7.

7. APPEAL FROM MAJOR DISCIPLINE:

- 1) An employee who has been dismissed, given suspension or merit decrease, or demoted by the Police Chief, may appeal to the City's appointed hearing officer (the "Hearing Officer"), who shall be appointed and designated by the City Manager. The appeal must be filed in writing. It must be filed with the City Manager or designee within ten (10) working days after service of the notice of discipline. An evidentiary hearing shall be held on the appeal. The City Manager or designee shall arrange an appeal hearing before the Hearing Officer to commence within sixty (60) days of receipt of such written request. If unusual circumstances warrant, the appellant and City Manager or designee may agree in writing that the date of the hearing be extended for a specified period of time. The City Manager or designee shall provide at least seven (7) days written notice of the date, time and place of hearing to the appellant and to the disciplining authority. The hearing shall be closed to the public unless the appellant requests, in writing, an open hearing at the time the appeal is submitted.
- 2) The procedures of the hearing shall be determined by the Hearing Officer, which person or body may establish its own reasonable rules for the conduct of appeal hearings. To the extent it is possible and appropriate, hearings shall be informal. Technical rules of evidence need not be followed. Any evidence which reasonable persons may rely on in the conduct of serious affairs shall be admissible, as determined by the Hearing Officer; provided, however, that hearsay, properly objected to, and standing alone, shall not be competent to prove a charge. Witnesses shall be examined under oath. The proceedings shall be recorded and/or stenographically reported. The Hearing Officer may include within the rules a procedure whereby each party to the disciplinary proceedings may engage in discovery from the other(s) concerning the documents to be used at the hearing and the witnesses to be called.
- 3) The appellant shall personally attend the hearing, unless physically unable to do so. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
- 4) The authority imposing the discipline shall bear the burden of proof with respect to the underlying facts and the existence of good cause for the discipline imposed by a preponderance of the evidence.
- 5) Within fifteen (15) days after completion of a hearing, unless waived by the parties, or because of the inability of the Hearing Officer to convene, the Hearing Officer shall prepare a written decision on the appeal and serve it on the appellant and the authority imposing the discipline. The decision shall include a brief statement of the case, the Hearing Officer's findings of facts, with a citation to the evidence relied upon, a statement of its conclusions, and the recommended disposition of the matter. The Hearing Officer's recommendation shall indicate whether the specific discipline imposed should be sustained, rejected or reduced. The decision shall be forwarded to the City Manager or designee. The City Manager or designee shall review the recommendation of the Hearing Officer and may then accept, reject or modify the proposed decision. The City Manager's or designee's decision shall be in writing and issued within thirty (30) days of receiving the Hearing Officer's decision. The City Manager or designee's decision shall be final. If the appellant is dissatisfied with the City Manager's or designee's decision and wishes to seek judicial review, the 90-day limitations period provided in Code of Civil Procedure Section 1094.6 shall apply. The City Manager's or designee's written decision shall include notice to the appellant that the time within which judicial review must be initiated is governed by Code of Civil Procedure Section 1094.6. A copy of the City Manager's or designee's

decision shall be forwarded to the appellant and shall be included in the appellant's personnel file.

ARTICLE X- ASSOCIATION SECURITY

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the Association or pay the Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or financially support the Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Association. Failure to supply proof of payment to the designated charitable fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.


ARTICLE XI- TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect for the period of **July 1, 2020 through June 30, 2023**. In the event that this MOU is not replaced by a succeeding MOU on or before June 30, 2023, this MOU shall be extended so long as good faith negotiations continue between the City and the Association, or until such time as either issues, at least, sixty (60) days written notice of termination to the other party. Nothing in this MOU, however, shall change the At-Will employment nature of each Sworn and Non-Sworn Employee who is a member of the Association, and each employee's employment may be terminated by the employer (i.e., City) or employee in accord with the City's At-Will Employment Policy and Personnel Rules referenced in Article I, Section 3, above.

ARTICLE XII- SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION



John Beauchaine, President



Date

CITY OF RIO DELL

Kyle Knopp, City Manager
Approved as to form:

Date

Russell Gans, City Attorney

Date

**CITY OF RIO DELL
CITY CLERK
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" or "City" and **KAREN DUNHAM**, hereinafter referred to as "Employee" or "City Clerk", both of whom understand as follows:

RECTIALS

A. WHEREAS, Employer desires to employ the services of Karen Dunham as City Clerk of the City of Rio Dell; and

B. WHEREAS, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

C. WHEREAS, Employee desires to accept employment as the City Clerk of the said City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. Employer hereby agrees to employ Karen Dunham as City Clerk of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Clerk shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2023, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the City Clerk shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the City Clerk in the performance of the powers and duties of her office. In all other circumstances, the City Clerk can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice

under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2023) the City Clerk shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as **Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months' salary
1-2 years	3 months' salary
2-3 years	4 months' salary
3-4 years	5 months' salary

b. **Severance Payment Exception.** Should the City Clerk be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the City Clerk voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

SECTION 4. DISABILITY. Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The Salary for the City Clerk shall be as follows: **Effective July 1, 2020 through June 30, 2023, the salary schedule for the City Clerk shall be set in accord with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on _____, 2020, as Resolution No. 2020-_____, a copy of which is attached hereto as Exhibit "A" and incorporated by reference (the "Salary Schedule").** Since the City Clerk has been employed by the City in excess of five (5) years (i.e., the highest step increase in the salary schedule), the salary for the current City Clerk during the term of this MOU is as follows: \$60,377.00.

Employee shall receive a five percent (5%) increase upon completion of ten (10) years of continuous, uninterrupted employment with the City, and another five percent (5%) increase upon completion of twenty (20) years of continuous, uninterrupted employment.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of City Clerk is an administrative level, supervisorial position exempt from rights to overtime pay under California Wage and Hour law and regulations.

City Clerk shall have access to a voluntary Alternative Workweek Schedule consisting of four 10 hour days per work week, which shall be as follows: 7:00 a.m. to 5:30 p.m., _____ through _____.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that she shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME. For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive one hundred-twenty (120) hours of executive leave each fiscal year in (2) installments; 60 hours on July 1 and 60 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employee accrues a sick leave benefit of eight (8) hours each calendar month actually worked by Employee. Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, she shall be paid for any accrued sick leave based upon the following schedule:

On or before June 29, 2021	-	10%
June 30, 2021 – June 29, 2022	-	15%
June 30, 2022 – June 29, 2023	-	20%
June 30, 2023 or beyond	-	25%

The amount paid out under this Article shall not exceed 240 hours.

Vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE. The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited in Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, Employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employee may elect to buy down her vacation accrual at any time, provided that she has scheduled a vacation leave with the City Manager as appropriate or has taken her annual vacation and the balance in her vacation account will be at least 40 hours after the buy down.

SECTION 12. MEDICAL, DENTAL AND VISION INSURANCE REIMBURSEMENT.

Medical, Dental and Vision Insurance shall be provided for the City Clerk as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. The City reserves the right to choose, in the City's unilateral discretion, alternative medical coverage during the term of this Agreement. If the City elects to procure alternative medical coverage during the term of this Agreement, the City will seek to procure insurance of approximate comprehensive equivalency, but Employee acknowledges that Employee has no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of alternative health insurance must be provided to Employer before the requesting Employee may substitute compensation for insurance. If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage, Employee shall be entitled to a stipend of One Hundred and Fifty (\$150.00) dollars (less applicable payroll taxes) per pay period in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent and effective upon the spouse/qualified dependent's removal from the City's plan. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

SECTION 13. DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

SECTION 14. LIFE INSURANCE. A term life insurance policy in the amount of Seventy-Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 15. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2020 and shall remain in effect through June 30, 2023, subject to potential early termination under Sections 2, 3 and 4 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk.

Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 17. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 20. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 21. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 23. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
City of Rio Dell
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

EMPLOYEE
Karen Dunham
675 Wildwood Avenue
Rio Dell, CA 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

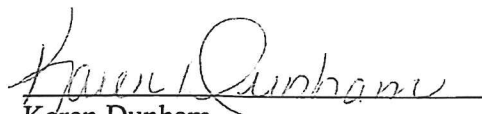
SECTION 24. GENERAL PROVISIONS.

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 15 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

SECTION 25. STIPEND. The City shall provide a one-time stipend of \$1,040.00 to Employee which shall be paid in two installments as follows: (1) \$520 the first full pay period following ratification of this Agreement and within the 2020-21 fiscal year, and (2) \$520 within the first full pay period in December 2020.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE



 Karen Dunham
 City Clerk

9-25-20
 Date

EMPLOYER

 Kyle Knopp
 City Manager

 Date

Approved as to form:

 Russell Gans, City Attorney

 Date

**CITY OF RIO DELL
WASTEWATER SUPERINTENDENT
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" or "City" and **DEREK TAYLOR**, hereinafter referred to as "Employee" or "Wastewater Superintendent", both of whom understand as follows:

RECTIALS

A. WHEREAS, Employer desires to employ the services of Derek Taylor as the Wastewater Superintendent of the City of Rio Dell; and

B. WHEREAS, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

C. WHEREAS, Employee desires to accept employment as the Wastewater Superintendent of the said City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. Employer hereby agrees to employ Derek Taylor as Wastewater Superintendent of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Wastewater Superintendent shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2023, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Wastewater Superintendent shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Wastewater Superintendent in the performance of the powers and duties of his office. In all other circumstances, the Wastewater Superintendent can be terminated from employment **with or without**

cause and for any reason (or no reason at all) following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2023) the Wastewater Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination.** "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months' salary
1-2 years	3 months' salary
2-3 years	4 months' salary
3-4 years	5 months' salary

b. **Severance Payment Exception.** Should the Wastewater Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Wastewater Superintendent voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

SECTION 4. DISABILITY. Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The Salary for the Wastewater Superintendent shall be as follows: **Effective July 1, 2020 through June 30, 2023, the salary schedule for the Wastewater Superintendent shall be set in accord with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on _____, 2020, as Resolution No. 2020-_____, a copy of which is attached hereto as Exhibit "A" and incorporated by reference (the "Salary Schedule").** Since the Wastewater Superintendent has been employed by the City for _____ () years, the initial salary during the term of this MOU is set at Step ___ in the Salary Schedule.

Employee shall receive a five percent (5%) increase upon completion of ten (10) years of continuous, uninterrupted employment with the City, and another five percent (5%) increase upon completion of twenty (20) years of continuous, uninterrupted employment.

Employee shall be provided "On-Call" compensation when assigned this duty by the Public Works Director or City Manager. On-Call compensation shall be provided at the level recited in the Rio Dell Employee's Association Agreement.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Wastewater Superintendent is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME. For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employee accrues a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

Vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE. The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited in Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, Employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employee may elect to buy down his vacation accrual at any time, provided that he has scheduled a vacation leave with the City Manager as appropriate or has taken his annual vacation and the balance in his vacation account will be at least 40 hours after the buy down.

SECTION 12. WORK RELATED EXPENSES AND REIMBURSEMENT. Employer agrees to provide new rain gear and rubber/neoprene boots to Employee once per fiscal year. Employer shall provide all safety equipment to Employee as required by law. Employee shall be reimbursed for the purchase of protective clothing and/or gear, as defined by IRS Publication 529 (safety boots, safety glasses, hard hats, work gloves, etc.), in an amount not to exceed \$300.00 per fiscal year upon presentation of applicable expense receipts. Employer also agrees to pay Employee a monthly cell phone allowance to ensure Employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 13. MEDICAL, DENTAL AND VISION INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Wastewater Superintendent as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. The City reserves the right to choose, in the City's unilateral discretion, alternative medical coverage during the term of this Agreement. If the City elects to procure alternative medical coverage during the term of this Agreement, the City will seek to procure insurance of approximate comprehensive equivalency, but Employee acknowledges that Employee has no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of alternative health insurance must be provided to Employer before the requesting Employee may substitute compensation for insurance. If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage, Employee shall be entitled to a stipend of One Hundred and Fifty (\$150.00) dollars (less applicable payroll taxes) per pay period in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent and effective upon the spouse/qualified dependent's removal from the City's plan. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

SECTION 14. DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

SECTION 15. LIFE INSURANCE. A term life insurance policy in the amount of Seventy-Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 16. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2020 and shall remain in effect through June 30, 2023, subject to potential early termination under Sections 2, 3 and 4 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 17. INDEMNIFICATION. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 18. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 20. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 21. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 22. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 24. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
City of Rio Dell
Rio Dell City Hall

EMPLOYEE
675 Wildwood Ave
Rio Dell, California 95562

675 Wildwood Ave
Rio Dell, California 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS.

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 16 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

SECTION 26. STIPEND. The City shall provide a one-time stipend of \$1,040.00 to all Employee which shall be paid in two installments as follows: (1) \$520 the first full pay period following ratification of this Agreement and within the 2020-21 fiscal year, and (2) \$520 within the first full pay period in December 2020.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Derek Taylor
Wastewater Superintendent

Date

EMPLOYER

Kyle Knopp
City Manager

Date

Approved as to form:

Russell Gans, City Attorney

Date

**CITY OF RIO DELL
WATER AND ROADWAYS SUPERINTENDENT
EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”) is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the “Employer” or “City” and **RANDY JENSEN**, hereinafter referred to as “Employee” or “Water and Roadways Superintendent”, both of whom understand as follows:

RECTIALS

- A. **WHEREAS**, Employer desires to employ the services of Randy Jensen as Water and Roadways Superintendent of the City of Rio Dell; and
- B. **WHEREAS**, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and
- C. **WHEREAS**, Employee desires to accept employment as the Water and Roadways Superintendent of the said City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. Employer hereby agrees to employ Randy Jensen as Water and Roadways Superintendent of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Water and Roadways Superintendent shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2023, unless Employee’s term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Water and Roadways Superintendent shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Water and Roadways Superintendent in the performance of the powers and duties of his office. In all other circumstances, the Water and Roadways Superintendent can be terminated from

employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2023) the Water and Roadways Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as **Employee’s sole and exclusive remedy and right(s) to payment at employment termination**. “Severance” shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months’ salary
1-2 years	3 months’ salary
2-3 years	4 months’ salary
3-4 years	5 months’ salary

b. **Severance Payment Exception.** Should the Water and Roadways Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Water and Roadways Superintendent voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

SECTION 4. DISABILITY. Employer may terminate Employee’s employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee’s employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The Salary for the Water and Roadways Superintendent shall be as follows: **Effective July 1, 2020 through June 30, 2023, the salary schedule for the Water and Roadways Superintendent shall be set in accord with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on _____, 2020, as Resolution No. 2020-_____, a copy of which is attached hereto as Exhibit “A” and incorporated by reference (the “Salary Schedule”).** Since the Water and Roadways Superintendent has been employed by the City in excess of five (5) years (i.e., the

highest step increase), the salary during the term of this MOU is set at the highest step in the Salary Schedule.

Employee shall receive a five percent (5%) increase upon completion of ten (10) years of continuous, uninterrupted employment with the City, and another five percent (5%) increase upon completion of twenty (20) years of continuous, uninterrupted employment.

Employee shall be provided "On-Call" compensation when assigned this duty by the Public Works Director or City Manager. On-Call compensation shall be provided at the level recited in the Rio Dell Employee's Association Agreement.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Water and Roadways Superintendent is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME. For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be

encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employee accrues a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

Vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE. The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited in Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, Employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employee may elect to buy down his vacation accrual at any time, provided that he has scheduled a vacation leave with the City Manager as appropriate or has taken his annual vacation and the balance in his vacation account will be at least 40 hours after the buy down.

SECTION 12. WORK RELATED EXPENSES AND REIMBURSEMENT. Employer agrees to provide new rain gear and rubber/neoprene boots to Employee once per fiscal year. Employer shall provide all safety equipment to Employee as required by law. Employee shall be reimbursed for the purchase of protective clothing and/or gear, as defined by IRS Publication 529 (safety boots, safety glasses, hard hats, work gloves, etc.), in an amount not to exceed \$300.00 per fiscal year upon presentation of applicable expense receipts. Employer also agrees to pay Employee a monthly cell phone allowance to ensure Employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 13. MEDICAL, DENTAL AND VISION INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Water and Roadways Superintendent as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. The City reserves the right to choose, in the City's unilateral discretion, alternative medical coverage during the term of this Agreement. If the City elects to procure alternative medical coverage during the term of this Agreement, the City will seek to procure insurance of approximate comprehensive equivalency, but Employee acknowledges that Employee has no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of alternative health insurance must be provided to Employer before the requesting Employee may substitute compensation for insurance. If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage, Employee shall be entitled to a stipend of One Hundred and Fifty (\$150.00) dollars (less applicable payroll taxes) per pay period in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent and effective upon the spouse/qualified dependent's removal from the City's plan. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

SECTION 14. DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

SECTION 15. LIFE INSURANCE. A term life insurance policy in the amount of Seventy-Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 16. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2020 and shall remain in effect through June 30, 2023, subject to potential early termination under Sections 2, 3 and 4 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 17. INDEMNIFICATION. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Water and Roadways Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 18. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 20. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 21. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 22. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 24. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
City of Rio Dell
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

EMPLOYEE
Randy Jensen
675 Wildwood Avenue
Rio Dell, CA 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS.

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 16 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

SECTION 26. STIPEND. The City shall provide a one-time stipend of \$1,040.00 to all Employee which shall be paid in two installments as follows: (1) \$520 the first full pay period following ratification of this Agreement and within the 2020-21 fiscal year, and (2) \$520 within the first full pay period in December 2020.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Randy Jensen
Water and Roadways Superintendent

Date

EMPLOYER

Kyle Knopp
City Manager

Date

Approved as to form:

Russell Gans, City Attorney

Date

**CITY OF RIO DELL
CHIEF OF POLICE
EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”) is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the “Employer” or “City” and **JEFFREY CONNER**, hereinafter referred to as “Employee” or “Chief of Police”, both of whom understand as follows:

RECTIALS

A. WHEREAS, Employer desires to employ the services of Jeffrey Conner as Chief of Police of the City of Rio Dell; and

B. WHEREAS, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

C. WHEREAS, Employee desires to accept employment as the Chief of Police of the said City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. Employer hereby agrees to employ Jeffrey Conner as Chief of Police of said Employer to perform the functions and duties specified in the Ordinances of the City of Rio Dell, including, without limitation, those set forth in Rio Dell Municipal Code Title 2, Chapter 2.25, those prescribed by the laws of the State of California, and to perform other legally permissible and proper duties and functions as the City Manager may from time to time assign. Employer and Employee expressly acknowledge that the City’s Police Department is small in number, and active patrol in the community is an essential function and job duty of the Chief of Police. Employee shall be responsible for ensuring that the City’s Police Department and its personnel remain current with all necessary law enforcement training, including that required by the California Commission on Peace Officer Standards and Training.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2023, unless Employee’s term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Chief of Police shall not be terminated from employment

within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Chief of Police in the performance of the powers and duties of his office. In all other circumstances, the Chief of Police can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2023) the Chief of Police shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination.** "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months' salary
1-2 years	3 months' salary
2-3 years	4 months' salary
3-4 years	5 months' salary

b. **Severance Payment Exception.** Should the Chief of Police be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Chief of Police voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. Subject to all terms of this Agreement, the Peace Officer Bill of Rights pursuant to the California Public Safety Officers Procedural Bill of Rights Act (California Government Code §§3300, et seq.) shall be followed by City in the event of suspension, demotion or dismissal. Without limitation on the forgoing, conviction of a felony shall be grounds for immediate termination without severance pay, as stated in this Agreement.

SECTION 4. DISABILITY. Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The Salary for the Chief of Police shall be as follows: **Effective July 1, 2020 through June 30, 2023, the salary schedule for the Chief of Police shall be set in**

accord with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on _____, 2020, as Resolution No. 2020-_____, a copy of which is attached hereto as Exhibit "A" and incorporated by reference (the "Salary Schedule").

Employee shall receive a five percent (5%) increase upon completion of ten (10) years of continuous, uninterrupted employment with the City, and another five percent (5%) increase upon completion of twenty (20) years of continuous, uninterrupted employment.

Employee shall be provided "On-Call" compensation when assigned this duty by the Public Works Director or City Manager. On-Call compensation shall be provided at the level recited in the Rio Dell Employee's Association Agreement.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Chief of Police is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME. For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employee accrues a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

Vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. ACCRUED VACATION LEAVE. The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited in Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, Employee will not earn or accumulate additional

vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employee may elect to buy down his vacation accrual at any time, provided that he has scheduled a vacation leave with the City Manager as appropriate or has taken his annual vacation and the balance in his vacation account will be at least 40 hours after the buy down.

SECTION 12. WORK RELATED EXPENSES AND REIMBURSEMENT. Employee shall be paid for the maintenance, repair and replacement of a full insignia uniform at a rate of \$187.50 per calendar quarter, beginning with a payment of \$187.50 upon hire. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manager. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment.

SECTION 13. MEDICAL, DENTAL AND VISION INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Chief of Police as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. The City reserves the right to choose, in the City's unilateral discretion, alternative medical coverage during the term of this Agreement. If the City elects to procure alternative medical coverage during the term of this Agreement, the City will seek to procure insurance of approximate comprehensive equivalency, but Employee acknowledges that Employee has no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of alternative health insurance must be provided to Employer before the requesting Employee may substitute compensation for insurance. If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage, Employee shall be entitled to a stipend of One Hundred and Fifty (\$150.00) dollars (less applicable payroll taxes) per pay period in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent and effective upon the spouse/qualified dependent's removal from the City's plan. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

SECTION 14. DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twenty percent (20%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any

given year. At no time shall deferred compensation exceed applicable IRS contribution limits for the current year.

SECTION 15. LIFE INSURANCE. A term life insurance policy in the amount of Seventy-Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 16. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2020 and shall remain in effect through June 30, 2023, subject to potential early termination under Sections 2, 3 and 4 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 17. INDEMNIFICATION. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 18. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee for his contribution and participation in the:

- 1) California Police Officer's Association;
- 2) California Police Chief's Association; and
- 3) Law Enforcement Chief's Association of Humboldt.

Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 20. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training provided by the California Peace Officers Association, The California Police Chief's Association, and the California Commission on Peace Officer Standards and Training ("POST"). Employee is encouraged to enroll in and complete the POST Management Course and the POST Executive Course as time permits.

SECTION 21. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 22. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in

such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 24. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
City of Rio Dell
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

EMPLOYEE
Jeffrey Conner
675 Wildwood Avenue
Rio Dell, California 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS.

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 16 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

SECTION 26. STIPEND. The City shall provide a one-time stipend of \$1,040.00 to Employee which shall be paid in two installments as follows: (1) \$520 the first full pay period following ratification of this Agreement and within the 2020-21 fiscal year, and (2) \$520 within the first full pay period in December 2020.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Jeffrey Conner
Chief of Police

Date

EMPLOYER

Kyle Knopp
City Manager

Date

Approved as to form:

Russell Gans, City Attorney

Date

**CITY OF RIO DELL
COMMUNITY DEVELOPMENT DIRECTOR
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" or "City" and **KEVIN CALDWELL**, hereinafter referred to as "Employee" or "Community Development Director", both of whom understand as follows:

RECTIALS

A. WHEREAS, Employer desires to employ the services of Kevin Caldwell as Community Development Director of the City of Rio Dell; and

B. WHEREAS, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

C. WHEREAS, Employee desires to accept employment as the Community Development Director of the said City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. Employer hereby agrees to employ Kevin Caldwell as Community Development Director of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Community Development Director shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2023, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Community Development Director shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Community Development Director in the performance of the powers and duties of his office. In all other circumstances, the Community Development Director can be terminated from

employment with or without cause and for any reason (or no reason at all) following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2023) the Community Development Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as **Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months' salary
1-2 years	3 months' salary
2-3 years	4 months' salary
3-4 years	5 months' salary

b. **Severance Payment Exception.** Should the Community Development Director be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Community Development Director voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

SECTION 4. DISABILITY. Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The Salary for the Community Development Director shall be as follows: **Effective July 1, 2020 through June 30, 2023, the salary schedule for the Community Development Director shall be set in accord with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on _____, 2020, as Resolution No. 2020-_____, a copy of which is attached hereto as Exhibit "A" and incorporated by reference (the "Salary Schedule").** Since the Community Development Director has been employed by the City in excess of five (5)

years (i.e., the highest step increase), the salary during the term of this MOU is set at the highest step in the Salary Schedule.

Employee shall receive a five percent (5%) increase upon completion of ten (10) years of continuous, uninterrupted employment with the City, and another five percent (5%) increase upon completion of twenty (20) years of continuous, uninterrupted employment.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. The Community Development Director is limited to 32 hours per week of work. This arrangement can be altered by mutual agreement of the City and the Employee. It is recognized that Employee may be expected to work in excess of eighty (64) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Community Development Director is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

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Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

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SECTION 13. MEDICAL, DENTAL AND VISION INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Community Development Director as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. The City reserves the right to choose, in the City's unilateral discretion, alternative medical coverage during the term of this Agreement. If the City elects to procure alternative medical coverage during the term of this Agreement, the City will seek to procure insurance of approximate comprehensive equivalency, but Employee acknowledges that Employee has no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of alternative health insurance must be provided to Employer before the requesting Employee may substitute compensation for insurance. Although the City is not obligated to pay a higher amount, Employee may request to re-negotiate the \$125 figure during the Term of this Agreement.

If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage, Employee shall be entitled to a stipend of One Hundred and Fifty (\$150.00) dollars (less applicable payroll taxes) per pay period in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent and effective upon the spouse/qualified dependent's removal from the City's plan. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

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City of Rio Dell
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Rio Dell, California 95562

EMPLOYEE
Kevin Caldwell
675 Wildwood Avenue
Rio Dell, CA 95562

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- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

SECTION 26. STIPEND. The City shall provide a one-time stipend of \$1,040.00 to Employee which shall be paid in two installments as follows: (1) \$520 the first full pay period following ratification of this Agreement and within the 2020-21 fiscal year, and (2) \$520 within the first full pay period in December 2020.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Kevin Caldwell
Community Development Director

Date

EMPLOYER

Kyle Knopp
City Manager

Date

Approved as to form:

Russell Gans, City Attorney

Date