




675 Wildwood Avenue
Rio Dell, CA 95562

TO: Mayor and Members of the City Council

FROM: Kyle Knopp, City Manager 

DATE: July 7, 2015

SUBJECT: Ratification of Rio Dell Employees' Association MOU and Extension of Employment Agreements with Rio Dell Police Officers Association and Contract Employees from July 1, 2015 through June 30, 2016.

RECOMMENDATION

Approve Memorandum of Understanding (MOU) with the Rio Dell Employees' Association for 2015-2016 and approve extension of employment agreements with Rio Dell Police Officers Association, City Clerk, Police Chief, Community Development Director, Water/Roadways Superintendent and the Wastewater Superintendent; July 1, 2015 through June 30, 2016 as amended including a minor amendment to the Finance Director Employment Agreement.

BACKGROUND AND DISCUSSION

The Memorandum of Understanding (MOU) with the Rio Dell Employees' Association, the Rio Dell Police Officers Association and 5 Management Employees all expired on June 30, 2015. Given the current budget shortfall, the Rio Dell Employees' Association has agreed to a 1 year contract with minor modifications. The Rio Dell Police Officers Association and contract employees have agreed to a 1-year extension of their current agreements with minor modifications.

The agreements with the Finance Director and City Manager do not need to be extended.

Summary of significant changes:

- All contracts under this agenda item would receive an extension through June 30, 2016 (not applicable to Finance Director contract).
- RDEA Contract amended to allow a holiday during the employee's birthday, in parity with the Peace Officer's MOU. This additional holiday is also applicable to all management contracts.

- RDEA Contract reimbursement for safety clothing increased from \$325.00 to \$500.00.
- City agrees to reassess and study RDEA “pager two” callout and discuss next year.
- All employees covered under this agenda would receive a one-time payment of \$600.00 during the first pay period in December. This is a good faith reciprocation for the February 1, 2015 voluntary employee concession on health benefit coverage.
- Wastewater Superintendent and Water & Roadways Superintendent would receive a 3% Cost of living adjustment effective July 1, 2015.
- Rio Dell Peace Officers Association will receive “Stay Fit” incentive associated standardize fitness assessment – maximum possible compensation is \$500.00 per officer, including the Chief pending the results of the assessments.
- “No Strike” provisions added to contractual language.

Attachments: Rio Dell Employees’ Association MOU, “Track Changes” version of Rio Dell Employee’s MOU, Contract extension with the Rio Dell Peace Officer’s Association, extension agreements with 5 contract employees, and contract modification with Finance Director

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Memorandum of Understanding
Between



The City of Rio Dell

and

The Rio Dell Employee's Association

from

July 1, 2015 through June 30, 2016

1

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 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, 2015 and will continue in effect through June 30, 2016. In the event this MOU is not replaced by a successor MOU on or before June 30, 2016, this MOU shall be extended so long as good faith negotiations continue.

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, and 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 of Rio Dell other than management or contract employees and Police Department employees are required to either join the Rio Dell Employees' Association or pay the Rio Dell Employees' 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 represented by the Rio Dell Employees' 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 Rio Dell Employees' 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 formal 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

The salary schedule for employees represented by the Association shall be as follows:

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 42,682	\$ 43,963	\$ 45,282	\$ 46,640	\$ 48,039
Accountant II	\$ 46,951	\$ 48,359	\$ 49,810	\$ 51,304	\$ 52,843
Administrative Assistant	\$ 29,036	\$ 29,907	\$ 30,804	\$ 31,728	\$ 32,680
Administrative Technician	\$ 35,246	\$ 36,304	\$ 37,393	\$ 38,515	\$ 39,670
Fiscal Assistant I	\$ 28,618	\$ 29,477	\$ 30,361	\$ 31,272	\$ 32,210
Fiscal Assistant II	\$ 32,084	\$ 33,046	\$ 34,037	\$ 35,059	\$ 36,110
Office Assistant	\$ 23,759	\$ 24,472	\$ 25,206	\$ 25,962	\$ 26,741
Public Works Leadman	\$ 33,170	\$ 34,165	\$ 35,190	\$ 36,246	\$ 37,333
Senior Fiscal Assistant	\$ 36,786	\$ 37,889	\$ 39,026	\$ 40,197	\$ 41,402
Utility Worker I	\$ 26,209	\$ 26,995	\$ 27,805	\$ 28,639	\$ 29,498
Utility Worker II	\$ 28,843	\$ 29,709	\$ 30,600	\$ 31,518	\$ 32,464
Water/Wastewater Plant Operator I	\$ 32,069	\$ 33,031	\$ 34,022	\$ 35,042	\$ 36,094
Water/Wastewater Plant Operator II	\$ 35,276	\$ 36,334	\$ 37,424	\$ 38,547	\$ 39,703

Following the ratification and approval of a new MOU the City will provide a one-time payment of \$600.00 to members of the Rio Dell Employees Association (City employees) on the first pay period in December of 2015. This payment shall be subject to all standard payroll deductions.

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, life 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 30th, 2016. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

LIFE INSURANCE: A \$25,000 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, except the Accountant II who shall receive \$50,000 coverage.

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 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.

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. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service:

<u>Tenure</u> <u>Greater than</u> <u>Or equal to:</u>	<u>Less than:</u>	<u>Vacation</u> <u>hours</u> <u>per year</u>	<u>Vacation</u> <u>hours per</u> <u>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.

SECTION 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.

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.

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: OVERTIME

Overtime shall mean the time that an employee is required to work in excess of forty hours per week in accordance with the California labor code. 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 sixteen (16) 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 \$100.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$50.00 for every seven (7) days of on-call duty, regardless of actual hours worked. Management will work to lower the use of a second on-call employee during the term of this contract. .

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

Whenever a full-time Public Woks 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 \$500 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.

SECTION 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.

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: 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 agreement 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 agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

**RIO DELL EMPLOYEES'
ASSOCIATION**

CITY OF RIO DELL


Cameron Yaris, President 7-1-15 Date


Kyle Knopp, City Manager 7/1/15 Date


Susie Townsend, Vice President 7-1-15 Date

Attachment A

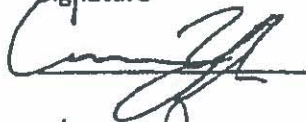

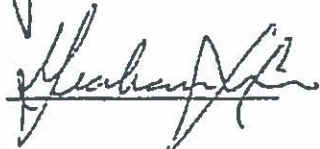
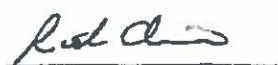
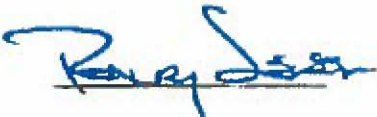



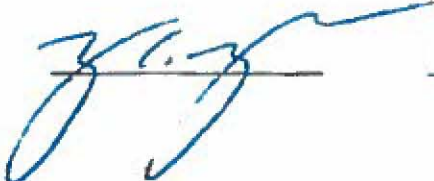
City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> ^{CP}
Kyle Knopp		<u>1/20/15</u>

Memorandum of Understanding
Between



The City of Rio Dell

and

The Rio Dell Employee's Association

from

July 1, 2015 through June 30, 2016

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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.

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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 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, 201~~2~~³ and will continue in effect through June 30, 201~~4~~⁶. In the event this MOU is not replaced by a successor MOU on or before June 30, 201~~4~~⁶, this MOU shall be extended so long as good faith negotiations continue.

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, and disability or union membership.

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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

The salary schedule for employees represented by the Association shall be as follows:

~~Effective July 1, 2012, to June 30, 2013 the salary schedule for employees represented by the Association shall be as follows:~~

~~Schedule A - 2%~~

Job Title	Salary Range				
	A	B	C	D	E
Accountant II	\$ 47,758	\$ 49,282	\$ 50,806	-	-
Administrative Assistant	\$ 27,650	\$ 28,502	\$ 29,355	\$ 30,477	\$ 31,420
Technician	\$ 33,564	\$ 34,708	\$ 35,852	\$ 36,997	\$ 38,141
Firefighter Assistant I	\$ 27,252	\$ 28,151	\$ 29,110	\$ 29,930	\$ 30,968
Firefighter Assistant II	\$ 30,552	\$ 31,594	\$ 32,635	\$ 33,677	\$ 34,718
Office Assistant	\$ 22,625	\$ 23,306	\$ 24,167	\$ 24,930	\$ 25,710
Public Works Leadman	\$ 31,587	\$ 32,663	\$ 33,740	\$ 34,817	\$ 35,894
Senior Firefighter Assistant	\$ 35,030	\$ 36,224	\$ 37,418	\$ 38,612	\$ 39,807
Utility Worker I	\$ 24,958	\$ 25,809	\$ 26,650	\$ 27,510	\$ 28,361

Utility Worker II	\$ 27,162	\$ 28,103	\$ 29,230	\$ 30,236	\$ 31,212
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If the City receives at least \$69,050-III (Currents Opinion for Public Safety Supplemental Law Enforcement Services Funding ((CPS-SESF) funding applicable for any full months during said year Employees salary shall be increased on the following schedule B and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Schedule B-1st

Job Title	A	B	C	D	E
Accountant II	\$ 18,691	\$ 20,218	\$ 21,902	\$ 23,075	\$ 24,026
Administrative Assistant	\$ 25,102	\$ 26,153	\$ 27,114	\$ 28,075	\$ 29,026
Administrative Technician	\$ 24,222	\$ 25,280	\$ 26,555	\$ 27,722	\$ 28,880
Field Assistant I	\$ 22,286	\$ 23,231	\$ 24,481	\$ 25,628	\$ 26,575
Field Assistant II	\$ 21,154	\$ 22,213	\$ 23,275	\$ 24,337	\$ 25,390
Office Assistant	\$ 23,068	\$ 24,555	\$ 26,411	\$ 28,128	\$ 29,214
Public Works Leadman	\$ 32,206	\$ 33,704	\$ 34,402	\$ 35,500	\$ 36,598
Senior Field Assistant	\$ 35,212	\$ 36,924	\$ 38,152	\$ 39,369	\$ 40,587
Utility Worker I	\$ 25,442	\$ 26,215	\$ 27,182	\$ 28,050	\$ 28,917
Utility Worker II	\$ 28,005	\$ 28,060	\$ 29,015	\$ 30,869	\$ 31,824

During the second year of this MOU Employer also agrees that Employees annual salary beginning July 1, 2012 through June 30, 2014, may be increased, at Employer's discretion without objection, upon a satisfactory performance review and approval by the City Manager by two (2) percent above that payable on June 30, 2012. If Schedule A was applicable, then reference Schedule C which represents a 2% increase. If Schedule B was applicable, then reference Schedule B which represents a 2% increase.

Job Title	A	B	C	D	E
Accountant II	\$ 18,713	\$ 20,268	\$ 21,822	\$ 23,087	\$ 24,018
Administrative Assistant	\$ 28,202	\$ 29,164	\$ 30,126	\$ 31,087	\$ 32,018
Administrative Technician	\$ 24,225	\$ 25,102	\$ 26,569	\$ 27,727	\$ 28,904
Field Assistant I	\$ 22,202	\$ 23,215	\$ 24,692	\$ 26,420	\$ 27,588
Field Assistant II	\$ 21,163	\$ 22,225	\$ 23,288	\$ 24,350	\$ 25,413
Office Assistant	\$ 23,077	\$ 24,861	\$ 26,651	\$ 28,417	\$ 30,224
Public Works Leadman	\$ 32,218	\$ 33,217	\$ 34,415	\$ 35,513	\$ 36,612
Senior Field Assistant	\$ 35,230	\$ 36,018	\$ 37,167	\$ 38,355	\$ 39,603

Job Title	A	B	C	D	E
Accountant II	\$ 19,668	\$ 21,253	\$ 22,838	\$ 24,423	\$ 26,008
Administrative Assistant	\$ 25,256	\$ 26,841	\$ 28,426	\$ 30,011	\$ 31,596
Administrative Technician	\$ 14,907	\$ 16,492	\$ 18,077	\$ 19,662	\$ 21,247
Facial Assistant I	\$ 28,312	\$ 29,897	\$ 31,482	\$ 33,067	\$ 34,652
Facial Assistant II	\$ 31,771	\$ 33,356	\$ 34,941	\$ 36,526	\$ 38,111
Office Assistant	\$ 23,530	\$ 25,115	\$ 26,700	\$ 28,285	\$ 29,870
Public Works Leadman	\$ 32,850	\$ 34,435	\$ 36,020	\$ 37,605	\$ 39,190
Section Facial Assistant	\$ 36,121	\$ 37,706	\$ 39,291	\$ 40,876	\$ 42,461
Utility Worker I	\$ 25,956	\$ 27,541	\$ 29,126	\$ 30,711	\$ 32,296
Utility Worker II	\$ 28,565	\$ 30,150	\$ 31,735	\$ 33,320	\$ 34,905

If the City receives at least \$40,000 in Citizens-Option for Public-Safety-Supplemental-Law Enforcement-Services-Funding (OPS-SLF) funding applicable for any full months during said second year of the MOL, Employee's salary shall be increased upon a satisfactory performance review and approval of the City Manager by an additional two (2) percent of salary payable on June 30, 2017 and will be paid retroactively if funding is received after July 1, 2017. For applicable for prior full months. If Schedule C was applicable, then reference Schedule E which represents a 2% increase. If Schedule D was applicable, then reference Schedule F which represents a 2% increase.

Job Title	A	B	C	D	E
Accountant II	\$ 19,668	\$ 21,253	\$ 22,838	\$ 24,423	\$ 26,008
Administrative Assistant	\$ 25,256	\$ 26,841	\$ 28,426	\$ 30,011	\$ 31,596
Administrative Technician	\$ 14,907	\$ 16,492	\$ 18,077	\$ 19,662	\$ 21,247
Facial Assistant I	\$ 28,312	\$ 29,897	\$ 31,482	\$ 33,067	\$ 34,652
Facial Assistant II	\$ 31,771	\$ 33,356	\$ 34,941	\$ 36,526	\$ 38,111
Office Assistant	\$ 23,530	\$ 25,115	\$ 26,700	\$ 28,285	\$ 29,870
Public Works Leadman	\$ 32,850	\$ 34,435	\$ 36,020	\$ 37,605	\$ 39,190
Section Facial Assistant	\$ 36,121	\$ 37,706	\$ 39,291	\$ 40,876	\$ 42,461
Utility Worker I	\$ 25,956	\$ 27,541	\$ 29,126	\$ 30,711	\$ 32,296
Utility Worker II	\$ 28,565	\$ 30,150	\$ 31,735	\$ 33,320	\$ 34,905

Schedule D - 2% over a 1% increase for the preceding year

Utility Worker I	\$ 25,152	\$ 26,225	\$ 27,102	\$ 28,081	\$ 29,060
Utility Worker II	\$ 28,016	\$ 29,071	\$ 30,026	\$ 30,881	\$ 31,836

Job Title	A	B	C	D	E
Accountant II	\$ 19,668	\$ 21,253	\$ 22,838	\$ 24,423	\$ 26,008
Administrative Assistant	\$ 25,256	\$ 26,841	\$ 28,426	\$ 30,011	\$ 31,596
Administrative Technician	\$ 14,907	\$ 16,492	\$ 18,077	\$ 19,662	\$ 21,247
Facial Assistant I	\$ 28,312	\$ 29,897	\$ 31,482	\$ 33,067	\$ 34,652
Facial Assistant II	\$ 31,771	\$ 33,356	\$ 34,941	\$ 36,526	\$ 38,111
Office Assistant	\$ 23,530	\$ 25,115	\$ 26,700	\$ 28,285	\$ 29,870
Public Works Leadman	\$ 32,850	\$ 34,435	\$ 36,020	\$ 37,605	\$ 39,190
Section Facial Assistant	\$ 36,121	\$ 37,706	\$ 39,291	\$ 40,876	\$ 42,461
Utility Worker I	\$ 25,956	\$ 27,541	\$ 29,126	\$ 30,711	\$ 32,296
Utility Worker II	\$ 28,565	\$ 30,150	\$ 31,735	\$ 33,320	\$ 34,905

Public Works Leadman	\$ 32,550	\$ 33,070	\$ 35,000	\$ 36,210	\$ 37,320
Senior Fiscal Assistant	\$ 36,321	\$ 37,673	\$ 38,915	\$ 40,157	\$ 41,399
Utility Worker-I	\$ 25,056	\$ 26,811	\$ 27,726	\$ 28,641	\$ 29,496
Utility Worker-II	\$ 28,565	\$ 29,530	\$ 30,513	\$ 31,487	\$ 32,460

Schedule F-2% over a 4% increase

Job Title	Salary Range				
	A	B	C	D	E
Accountant-II	\$ 50,612	\$ 52,258	\$ 53,874		
Administrative Assistant	\$ 29,310	\$ 30,310	\$ 31,310	\$ 32,316	\$ 33,216
Administrative Technician	\$ 35,501	\$ 36,801	\$ 38,016	\$ 39,231	\$ 40,444
Fiscal Assistant-I	\$ 28,808	\$ 29,553	\$ 30,565	\$ 31,553	\$ 32,528
Fiscal Assistant-II	\$ 32,207	\$ 33,502	\$ 34,606	\$ 35,710	\$ 36,815
Office Assistant	\$ 23,091	\$ 24,500	\$ 25,627	\$ 26,445	\$ 27,263
Public Works Leadman	\$ 33,494	\$ 34,636	\$ 35,778	\$ 36,920	\$ 38,062
Senior Fiscal Assistant	\$ 37,145	\$ 38,412	\$ 39,678	\$ 40,944	\$ 42,211
Utility Worker-I	\$ 26,465	\$ 27,367	\$ 28,269	\$ 29,172	\$ 30,074
Utility Worker-II	\$ 29,125	\$ 30,118	\$ 31,111	\$ 32,104	\$ 33,097

Job Title	Salary Range					Formatted: Font 9 pt
	A	B	C	D	E	
Accountant I	\$ 42,682	\$ 43,963	\$ 45,282	\$ 46,640	\$	Formatted: Font 9 pt
Accountant II	\$ 46,951	\$ 48,359	\$ 49,813	\$ 51,324	\$	Formatted: Font 9 pt
Administrative Assistant	\$ 29,035	\$ 29,907	\$ 30,824	\$ 31,728	\$	Formatted: Font 9 pt
Administrative Technician	\$ 35,245	\$ 36,234	\$ 37,323	\$ 38,515	\$	Formatted: Font 9 pt
Fiscal Assistant I	\$ 29,618	\$ 29,477	\$ 29,351	\$ 31,272	\$	Formatted: Font 9 pt
Fiscal Assistant II	\$ 32,074	\$ 33,045	\$ 34,037	\$ 35,059	\$	Formatted: Font 9 pt
Office Assistant	\$ 21,759	\$ 24,472	\$ 25,205	\$ 25,957	\$	Formatted: Font 9 pt
Public Works Leadman	\$ 33,170	\$ 34,155	\$ 35,190	\$ 36,246	\$	Formatted: Font 9 pt
Senior Fiscal Assistant	\$ 36,786	\$ 37,860	\$ 38,929	\$ 40,197	\$	Formatted: Font 9 pt
Utility Worker I	\$ 25,299	\$ 25,995	\$ 26,805	\$ 28,629	\$	Formatted: Font 9 pt
Utility Worker II	\$ 28,841	\$ 29,709	\$ 30,620	\$ 31,518	\$	Formatted: Font 9 pt
Water/Wastewater Plant Operator I	\$ 32,059	\$ 33,031	\$ 34,012	\$ 35,042	\$	Formatted: Font 9 pt
Water/Wastewater Plant Operator II	\$ 35,276	\$ 36,334	\$ 37,424	\$ 38,547	\$	Formatted: Font 9 pt

Following the ratification and approval of a new MOU the City will provide a one-time payment of \$60,000 to members of the Rio Dell Employees Association (City employees) on the first pay period in December 2015. This payment shall be subject to all standard payroll deductions.

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, life 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 30th, 2014. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

LIFE INSURANCE: A \$25,000 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, except the Accountant II who shall receive \$50,000 coverage.

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 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.

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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. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service.

<u>Tenure</u> <u>Greater than</u> <u>Or equal to:</u>	<u>Less than:</u>	<u>Vacation</u> <u>hours</u> <u>per year</u>	<u>Vacation</u> <u>hours per</u> <u>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.

SECTION 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.

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 preceding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

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: OVERTIME

Overtime shall mean the time that an employee is required to work in excess of forty hours per week in accordance with the California labor code. 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 sixteen (16) 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 \$100.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$50.00 for every seven (7) days of on-call duty, regardless of actual hours worked. Management will work to lower the use of a second on-call employee during the term of this contract.

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

Whenever a full-time Public Woks 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 ~~\$500.00~~ 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.

SECTION 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.

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: 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 agreement 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 agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

RIO DELL EMPLOYEES' ASSOCIATION

CITY OF RIO DELL

Garla-Ralston Cameron Yanle, President
Date

Date Jim Stretch Kyle Knopp, City Manager

Justin Barrington Susie Townsend, Vice President Date

Approved as to form:

Russ Gans, City Attorney Date

**MEMORANDUM OF UNDERSTANDING CONTRACT EXTENSION BETWEEN THE CITY OF RIO DELL AND
THE RIO DELL PEACE OFFICER'S ASSOCIATION**

July 1, 2015 through June 30, 2016

The City of Rio Dell and the Rio Dell Peace Officer's Association hereby agree as follows:

1. The Memorandum of Understanding between the City of Rio Dell and the Rio Dell Peace Officer's Association, which was entered into on July 26, 2012 and further extended on June 13, 2014, shall be extended through June 30, 2016 and the salary ranges listed in the existing MOU shall remain in effect.
2. City shall pay Rio Dell Peace Officer's Association members (City employees) a one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
3. The City agrees to provide a "Stay Fit" program with a maximum individual payment of \$500.00 within the fiscal year 2015-2016. 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.
4. The City agrees during the term of this contract extension to study methods to resolve issues of lost vacation accruals due to the accrual cap.

Rio Dell Peace Officer's Association

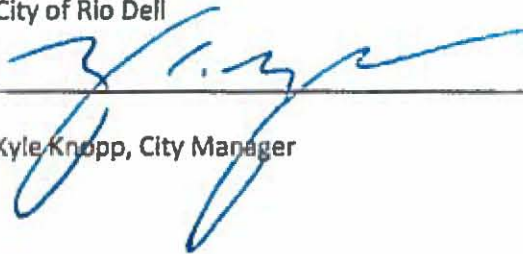


John Beauchaine, President RDPOA

7/2/15

Date

City of Rio Dell



Kyle Knopp, City Manager

7/2/15

Date

Exhibit A

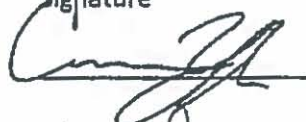

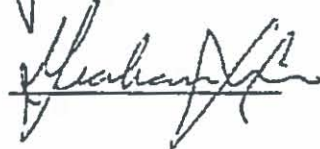
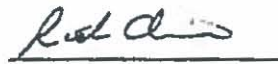





City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> [Ⓟ]
Kyle Knopp		<u>1/20/15</u>

THIRD AMENDMENT TO CITY OF RIO DELL COMMUNITY DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT

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

RECITALS

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Community Development Director Employment Agreement (hereinafter the "Community Development Director Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell Community Development Director Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell Community Development Director Employment Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Community Development Director Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Community Development Director Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify the Community Development Director Employment Agreement as follows:

AGREEMENT

- 1. The Community Development Director Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employee shall receive one paid holiday on the employee's birthday.
- 4. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.

5. During the term of this agreement the Employee 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 agreement. The Employee will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the Employer, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.
6. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE



Kevin Caldwell, Community Development Director

7/1/2015

Date

EMPLOYER



Kyle Knopp, City Manager

7/1/2015

Date

Attachment A



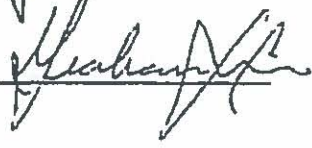






City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-'15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> ©
Kyle Knopp		<u>1/20/15</u>

THIRD AMENDMENT TO CITY OF RIO DELL CHIEF OF POLICE EMPLOYMENT AGREEMENT

This is the Third Amendment to City of Rio Dell Chief of Police Employment Agreement (hereinafter this "Third Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and GRAHAM G. HILL hereinafter referred to as "Employee" or "Chief of Police", both of whom understand as follows:

RECITALS

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Chief of Police Employment Agreement (hereinafter the "Chief of Police Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell Chief of Police Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell Chief of Police Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Chief of Police Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Chief of Police Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Chief of Police Employment Agreement as follows:

AGREEMENT

- 1. The Chief of Police Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.
- 4. Employee shall be eligible to participate in "Stay Fit" program as described in POA MOU.
- 5. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE



Graham G. Hill, Chief of Police

07/02/15
Date

EMPLOYER



Kyle Knopp, City Manager

7/2/15
Date

Exhibit A



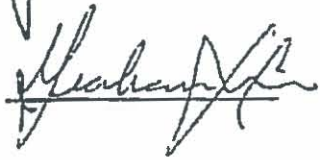
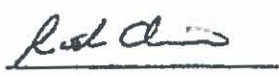

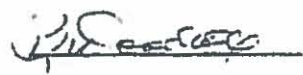



City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> ^{CP}
Kyle Knopp		<u>1/20/15</u>

THIRD AMENDMENT TO CITY OF RIO DELL CITY CLERK EMPLOYMENT AGREEMENT

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

RECITALS

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell City Clerk Employment Agreement (hereinafter the "City Clerk Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell City Clerk Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell City Clerk Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the City Clerk Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the City Clerk Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify City Clerk Employment Agreement as follows:

AGREEMENT

- 1. The City Clerk Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.
- 4. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE


Karen Dunham, City Clerk

7.2.15
Date

EMPLOYER


Kyle Knopp, City Manager

7/2/15
Date

Exhibit A

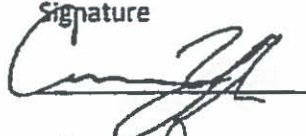
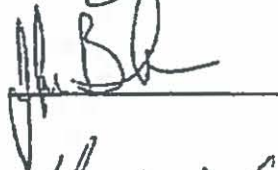
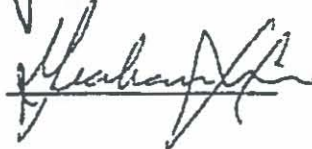
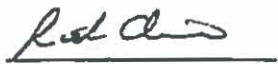


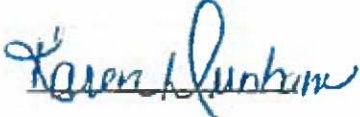


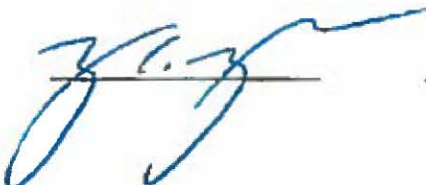
City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> 
Kyle Knopp		<u>1/20/15</u>

FIRST AMENDMENT TO CITY OF RIO DELL FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This is the First Amendment to City of Rio Dell Finance Director Employment Agreement (hereinafter this "First Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and BROOKE WOODCOX hereinafter referred to as "Employee" or "Finance Director", both of whom understand as follows:

RECITALS

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Finance Director Employment Agreement (hereinafter the "Finance Director Employment Agreement"), with both Employer's and Employee's execution date on April 10, 2014; and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Finance Director Employment Agreement as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Finance Director Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Finance Director Employment Agreement as follows:

AGREEMENT

- 1. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 2. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.
- 3. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE



Brooke Woodcox, Finance Director

7/2/15

Date

EMPLOYER



Kyle Knopp, City Manager

7/2/15

Date

Exhibit A



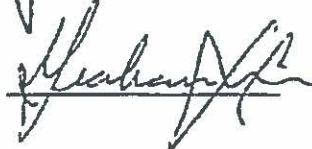






City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-'15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> ^{CP}
Kyle Knopp		<u>1/20/15</u>

THIRD AMENDMENT TO CITY OF RIO DELL WATER AND ROADWAYS SUPERINTENDENT EMPLOYMENT AGREEMENT

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

RECITALS

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Water and Roadways Superintendent Employment Agreement (hereinafter the "Water and Roadways Superintendent Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell Water and Roadways Superintendent Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell Water and Roadways Superintendent Employment Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Water and Roadways Superintendent Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Water and Roadways Superintendent Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Water and Roadways Superintendent Employment Agreement as follows:

AGREEMENT

- 1. The Water and Roadways Superintendent Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.

4. During the term of this agreement the Employee 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 agreement. The Employee will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the Employer, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.
5. Employee shall receive a 3% COLA adjustment to salary schedule, effective July 1, 2015.
6. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE


Randy Jensen, Water and Roadways Superintendent

7/2/2015

Date

EMPLOYER


Kyle Knopp, City Manager

7/2/15

Date

Exhibit A

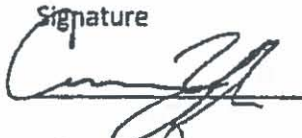
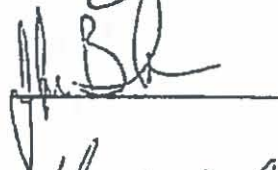

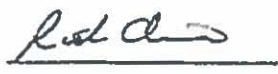

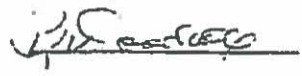

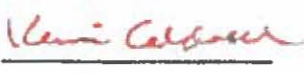

City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> ©
Kyle Knopp		<u>1/20/15</u>

**THIRD AMENDMENT TO CITY OF RIO DELL WASTEWATER SUPERINTENDENT EMPLOYMENT
AGREEMENT**

This is the Third Amendment to City of Rio Dell Wastewater Superintendent Employment Agreement (hereinafter this "Third Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and JOHN "RICK" CHICORA JR. hereinafter referred to as "Employee" or "Wastewater Superintendent", both of whom understand as follows:

RECITALS

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Wastewater Superintendent Employment Agreement (hereinafter the "Wastewater Superintendent Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell Wastewater Superintendent Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell Wastewater Superintendent Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Wastewater Superintendent Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Wastewater Superintendent Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Wastewater Superintendent Employment Agreement as follows:

AGREEMENT

- 1. The Wastewater Superintendent Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.


4. During the term of this agreement the Employee 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 agreement. The Employee will take whatever lawful steps are necessary to prevent any interruption of work. In violation of this agreement, recognizing, with the Employer, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.
5. Employee shall receive a 3% COLA adjustment to salary schedule, effective July 1, 2015.
6. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE



John "Rick" Chicora Jr., Wastewater Superintendent 7-2-15
Date

EMPLOYER



Kyle Knopp, City Manager 7/2/15
Date

Exhibit A


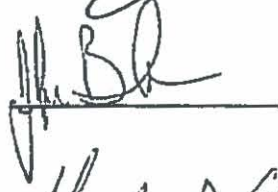
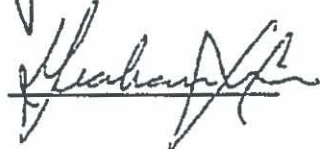
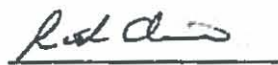





City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yapple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> ^{CP}
Kyle Knopp		<u>1/20/15</u>