



**RESOLUTION No. 1521-2022**

**RESOLUTION OF THE RIO DELL CITY COUNCIL AUTHORIZING CHANGES TO  
EMPLOYEE COMPENSATION AND INCENTIVE PROPOSALS IN ORDER TO  
INCREASE EMPLOYEE RECRUITMENT AND RETENTION**

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**Recitals**

A. **WHEREAS**, the City of Rio Dell, like other California public and private employers, has experienced concerns and pressure related to the procurement and retention of employees for the City of Rio Dell.

B. **WHEREAS**, the City of Rio Dell City Council seeks to keep and retain its employees and staff, and, by method of this Resolution, authorizes the City Manager to propose the increased compensation terms recited in this Resolution

C. **WHEREAS**, the City Manager is directed to offer the increased compensation and incentive terms and conditions recited in attached **Exhibit A** (the "Term Sheet") to the City of Rio Dell Employees Association, the Peace Officers Association and Contract Employees as stated in said term sheet.

D. **WHEREAS**, the City Manager is directed to offer the increased compensation and incentive terms and conditions recited in the "Immediate Employment Incentive Proposals" attached to this Resolution as **Exhibit A** (the "Immediate Employment Incentive Proposals") to the City of Rio Dell Employees Association, the Peace Officers Association and Contract Employees as stated in said Exhibit A.

E. **WHEREAS**, the City Manager is directed to develop and propose for future City Council consideration the increased compensation and incentive terms and conditions recited in the "Additional Employment Incentive Proposals for Future City Council Consideration" attached to this Resolution as **Exhibit B** (the "Future Employment Incentive Proposals").

**Resolved**

**NOW, THEREFORE**, the City Council for the City of Rio Dell does hereby find, determine and resolve as follows:

1. The above recitals are true and correct.

2. The City Manager is directed to offer the increased compensation and incentive terms and conditions recited in the "Immediate Employment Incentive Proposals" attached to this Resolution as **Exhibit A** to the City of Rio Dell Employees Association ("RDEA"), the Peace Officers Association ("POA") and Contract Employees as stated in said Exhibit A and, if accepted by the subject employees, work with the City Attorney to prepare and execute amendments to the RDEA Memorandum of Agreement, the POA Memorandum of Agreement and the employment agreements for Contract Employees consistent with the proposals recited in **Exhibit A**.

3. The City Manager is directed to develop and propose to the City Council for future consideration, in the City Council's discretion, the increased compensation and incentive terms and conditions recited in the Future Employment Incentive Proposals attached to this Resolution as **Exhibit B**.

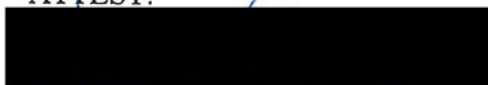
PASSED AND ADOPTED by the City of Rio Dell City Council based upon a motion made by Mayor Pro Tem Johnson and seconded by City Council Member Woodall, at a properly azenized and noticed meeting of the City Council of City of Rio Dell held on the 18<sup>th</sup> day of January, 2022, by the following roll call vote:

Ayes:	Garnes, Johnson, Carter, Wilson and Woodall
Noes:	None
Abstain:	None
Absent:	None



Debra Garnes, Mayor

ATTEST:



Karen Dunham, City Clerk

# Resolution No. 1521-2022

## EXHIBIT A:

### IMMEDIATE EMPLOYMENT INCENTIVE PROPOSALS

(Except where specifically stated below, all employment term amendments recited shall apply to all bargaining units and contract employees).

1. **RDEA and POA MOU TERMS.** The durational terms of Rio Dell Employee's Association (RDEA) and Rio Dell Peace Officer's Association (POA) MOUs shall be amended to continue in effect through June 30, 2024.
2. **SALARY SCHEDULE.** The Salary Schedule / Table Resolution incorporated in the RDEA and POA MOUs and each individual agreement shall be updated to reflect a one-time ten percent (10%) increase in base payment scale to all City employee job classifications and steps. This change shall take effect no later than the pay period ending on February 12, 2022.
3. **DEFERRED COMPENSATION.** The City of Rio Dell 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. In addition to the Employer contribution spelled out in each MOU and individual agreement, the Employer shall match Employee contribution towards deferred compensation of up to four percent (4%) of the Employee's base salary, not to exceed any applicable IRS cap for the given year in total Deferred Compensation contributions.
4. **INCENTIVE PAY.** Employees who live full time within the jurisdictional limits of the City of Rio Dell shall receive a one-time three percent (3%) increase to their base salary. Employees who receive this incentive and subsequently move outside of City limits shall forfeit the incentive effective upon their move-out date.  
  
Employees who fluently speak both Spanish and English languages shall be entitled to a one-time, five percent (5%) increase to their base salary. Certification procedures shall be set by the City of Rio Dell, in its discretion, for third party verification of fluency.  
  
Employees within the Peace Officer's Association (POA) who obtain and retain any of the following Peace Officer's Standards and Training (POST) certifications shall receive a one-time incentive pay increase equal to three percent (3%) of base pay for each certification: (1) Intermediate, (2) Advanced and (3) Supervisorial.
5. **POLICE CADET PROGRAM.** The City shall develop and institute a sponsored Cadet Program for the College of the Redwoods Police Academy. The terms and conditions of the sponsored Cadet Program shall be subject to the review and approval of the City Council, in its discretion.
6. **BEREAVEMENT LEAVE.** Up to five (5) days of special leave with pay may be granted annually to an employee whose employment status normally entitles him to vacation and

sick leave benefits, for one or more deaths that occur in the employee's immediate family, upon written request to and the approval of the City Manager. For purposes of this entitlement "immediate family" shall include the Employee's child, parent, grandparent, grandchild, sibling, spouse, or domestic partner as those terms are defined in the California Family Rights Act at California Government Code Section 12945.2 and its subparts.

7. **ACCRUED VACATION LEAVE.** Rio Dell Employee Association and Peace Officers Association members may elect to cash out up to a maximum of 40 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.

8. **VACATION BENEFITS.** Employees who work for the City for less than one year are eligible to use accrued vacation with approval of their supervisor.

9. **REGULAR PART-TIME POSITION(S).** A position in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer hours than the established work week, but 21 hours or more of a regular full-time work week, in the department in which they are employed. Employees working less than 21 hours (0.525 FTE) shall be considered temporary extra-help.

No Vacation for Temporary Employees. No vacation with pay is allowable to temporary employees.

Part-Time Vacation Accumulation. Regular part-time employees shall be entitled to vacation benefits provided by this Section in that proportion that the actual number of hours worked bears to full-time employment.

Part-Time Employee Sick Leave Computation. Regular part-time employees shall be entitled to sick leave benefits as provided by this Section in that proportion that the actual number of hours worked bears to full-time employment.

10. **WAGE REOPENER.** Employees and Employer may agree that, subject to an identified increase or decrease in City revenue, either party may reopen negotiations on the RDEA and POA MOUs by providing written notice of the intent to do so by October 1 of each year for negotiation of wages for the following fiscal year starting July 1. The written notice shall include specifically identified changes to City revenue to justify the reopening of wage negotiations.

**EXHIBIT B:**

**ADDITIONAL EMPLOYMENT INCENTIVES FOR FUTURE CITY COUNCIL  
CONSIDERATION**

1. **EMPLOYEE ASSISTANCE PROGRAM.** The City shall seek to develop and implement an Employee Assistance Program (EAP) no later than June 30, 2022, applicable to all employees of the City of Rio Dell, the precise terms of which will be presented to the City Council for review and approval, in the Council's sole discretion, prior to implementation.
  
2. **HOMEBUYER PROGRAM.** The City shall consider implementation of a first-time homebuyers program for Employees who have been employed by the City for no less than one full year, full time and are in good standing. The program shall apply to first homes only constituting the Employee's primary residence. The first home must be purchased within the jurisdictional limits of the City of Rio Dell in order to qualify. Any program must be approved by the City Council prior to implementation, in the City Council's sole discretion.

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 9/28, 2020, as Resolution No. 2020-1465, 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>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.

**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.

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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 4<sup>th</sup>
- ✓ 6. Labor Day, first Monday in September
- ✓ 7. Veterans' Day, November 11<sup>th</sup>
- ✓ 8. Thanksgiving Day, fourth Thursday in November
- ✓ 9. Friday following Thanksgiving Day
- ✓ 10. Christmas Day, December 25<sup>th</sup>
- ✓ 11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year
13. One holiday on the employee's birthday.
14. Juneteenth

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.

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**

[Redacted Signature]

9-24-2020

Ed Lee, President

Date

[Redacted Signature]

9-24-20

Susie Townsend, Vice President

Date

Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney

Date

**CITY OF RIO DELL**

[Redacted Signature]

9/24/20

Kyle Knopp, City Manager

Date



**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 28<sup>th</sup> day of September, 2020, by the following roll call vote:

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

\_\_\_\_\_  
Debra Garnes, Mayor

ATTEST:

\_\_\_\_\_  
Karen Dunham, City Clerk





**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 28<sup>th</sup> day of September by the following roll call vote:

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