

MEMORANDUM
OF
UNDERSTANDING

Between

City of Rio Dell

and

Rio Dell Police Officers' Association



Expiration Date: June 30, 2023

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

July 1, 2020 through June 30, 2023

ARTICLE I - GENERAL

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

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

ARTICLE II - TERMS

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

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

ARTICLE III - WORKING CONDITIONS

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

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

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

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

ARTICLE IV - PROBATION

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

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

ARTICLE V - COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI - FRINGE BENEFITS

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

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

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

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

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

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

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

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

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

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

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

A Catastrophic Leave bank is subject to the following restrictions:

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

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

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

<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>hour accrual per</u> <u>pay period</u>
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 th year		168	6.462
18 th year		176	6.769

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

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

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

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

10. HOLIDAYS: The following holidays are recognized:

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

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

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

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

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

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

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

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

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

ARTICLE VII- GRIEVANCE PROCEDURE

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

ARTICLE VIII- EVALUATIONS

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

ARTICLE IX- SEPARATIONS

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

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

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

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

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

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

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

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

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

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

7. APPEAL FROM MAJOR DISCIPLINE:

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

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

ARTICLE X- ASSOCIATION SECURITY

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


ARTICLE XI- TERM OF AGREEMENT

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

ARTICLE XII- SAVINGS CLAUSE

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

RIO DELL PEACE OFFICERS ASSOCIATION



John Beauchaine, President

9/24/2020

Date

CITY OF RIO DELL

[Redacted Signature]

10/1/20

Kyle Knopp, City Manager
Approved as to form:

Date

Russell Gans, City Attorney

Date



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

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:

Resolution 1521-2022

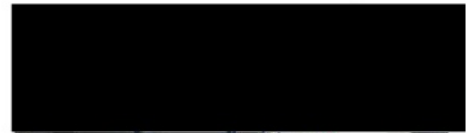
1. The above recitals are true and correct.

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**.

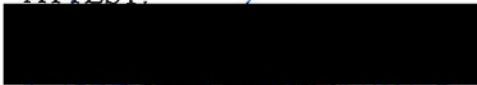
PASSED AND ADOPTED by the City of Rio Dell City Council based upon a motion made by Mayor Pro Tem Johnson and seconded by City Council Member Woodall, at a properly agenzized and noticed meeting of the City Council of City of Rio Dell held on the 18th day of January, 2022, by the following roll call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

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



Debra Garnes, Mayor

ATTEST:



Karen Dunham, City Clerk

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.