

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

**July 1, 2016 through June 30<sup>th</sup>, 2017**

**ARTICLE I - GENERAL**

1. This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by representatives of 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.
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 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 of the City as part of the negotiating team, will be the City Manager. 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 this 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 PORAC, participation in the PORAC Legal Defense Fund, charitable contributions, and other expenditures as determined by a majority vote of the 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 document 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 and may be amended.
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.
7. "COMPENSATORY TIME OFF (CTO)" shall mean a period of time that is worked to be taken off at another time in lieu of pay.
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.

## ARTICLE III - WORKING CONDITIONS

**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.

**Work Schedules:** The City and the Association agree that the Chief of Police may utilize any of the following work schedules during a two week pay period beginning on a Sunday:

- 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 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, 2016, to June 30, 2017 the salary schedule A for employees represented by the Association shall be as follows:

Peace Officers Association					
JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	41,823	43,078	44,370	45,701	47,072
Police Corporal	46,005	47,385	48,807	50,271	51,779
Records Technician	32,660	33,640	34,649	35,688	36,759
Sergeant	50,606	52,124	53,688	55,298	56,957

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year of employment subject to performance.

Advancements to Steps B, C, D, and E require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. If an employee is rated below this standard, the employee shall be re-evaluated at six month intervals for reconsideration of a step increase.

Employees who are promoted in rank shall be paid at the same step from which was promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police.

The City shall pay Rio Dell Peace Officer Association members (City employees) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

The City agrees to provide a "Stay Fit" program with a maximum individual payment of \$500.00 within a fiscal year. 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 defined under article II and article III above in accordance with California labor code. All overtime hours worked shall be either paid in either cash, at one and one half times the employee's regular rate of pay, or accumulated as compensatory time at overtime rates up to a maximum accrued amount of eighty (80) hours. Compensatory time 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 compensatory time 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 OUT:** Sworn shall receive a minimum of two hours time paid if called back to duty.
- b) **STANDBY:** If placed on standby duty, police officers shall receive one hour of straight time for every four hours on standby call. This applies only to sworn employees.
- c) **COURT:** When required to appear in court on unscheduled work days or work shifts, he or she shall receive a minimum of two hours time paid. Officers will make a reasonable effort to contact the District Attorney's office to minimize court time hours.

**4. TRAVEL PAY:**

Actual travel time 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 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 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. 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 unless the change was accepted by the Association. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period total for health, vision and dental coverage. Proof of health insurance must be provided to employer.

**3. LIFE INSURANCE:** A \$75,000 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.

**4. DEFERRED COMPENSATION:** The deferred compensation plan is the retirement program for the City. The City shall contribute Twenty percent (20%) of the employee's salary for regular hours worked to a deferred compensation plan for officers and Sergeant.

**5. SICK LEAVE:** 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. 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 subjected to this MOU may voluntarily donate Sick Leave to another City employee subject to this MOU under the following condition:
    - 1) The donating employee must retain 80 hours of Sick Leave in their Sick 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. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the act. The City Manager may grant a full time regular employee a leave of absence. No leave of absence shall be granted to a probationary employee or part time employees. 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.

**9. VACATION TIME:** Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Employees covered by this

Memorandum of Understanding who are not full time employees shall not be eligible for any paid vacation leave. Employees vacation accrues at the rates below:

Tenure Greater than or equal to:	Less than:	Vacation hours per year	Vacation hours per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 <sup>th</sup> year		168	6.462
18 <sup>th</sup> year		176	6.769
19 <sup>th</sup> year		184	7.077
20 <sup>th</sup> 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 120 hours. 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.

The times at which an employee may take a vacation 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 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 CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of the request. The employee understands that he/she cannot cash out additional CTO during that same fiscal year.

## **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:** Dismissal from City service procedure shall be in accordance with the Employee Handbook.

#### **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 Rio Dell Police Officers' 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 Rio Dell Police Officers' 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 Rio Dell Police Officers' 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 Rio Dell Police Officers' 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- DURATION OF AGREEMENT**

This Memorandum of Understanding shall be in effect for the period of July 1, 2016 through June 30<sup>th</sup>, 2017. In the event that this MOU is not replaced by a succeeding MOU on or before June 30<sup>th</sup>, 2017, this MOU shall be extended so long as good faith negotiations continue.

#### **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

CITY OF RIO DELL

  
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John Beauchaine, President

7/1/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyle Knopp, City Manager Date

Approved as to form:

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

\_\_\_\_\_  
Date